

21499

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

TELEVISION PROGRAM PRODUCTION AGREEMENT
CHICAGO BOARD OF EDUCATION
OFFICE OF ACADEMIC AFFAIRS - WYCC-TV CHANNEL 20
DISTRICT OFFICE

THE CHANCELLOR

that the Chicago Board of Education [CBOE] has requested the assistance of WYCC-TV Channel 20 in providing certain services to produce a total of 41 television programs entitled, "The Parenting Program" and "Nuestros Ninos;" and

that these shows will be geared toward early childhood development, providing fundamentals of parenting a 0-to-5 year old child; and that "The Parenting Program" will be telecast in prime time on WYCC-TV Channel 20, while "Nuestros Ninos" will be aired on TV Channel 44; and

that the scope of the services as outlined in Exhibit A of the proposed Agreement includes the production services to be provided by WYCC-TV Channel 20:

- ▶ Planning, creative direction and consultation;
- ▶ Executive supervision of the entire production, planning and logistics for field production;
- ▶ Studio facilities, including set, cameras, editing facilities, promotional support, production management, library services, shipping, etc.;
- ▶ Engineering supervision;
- ▶ Air time on WYCC-TV Channel 20.

that compensation for the services to be provided to the CBOE will be based on a flat rate per show fee of \$3,916.50 and shall not exceed a total of \$140,994.00 for the initial 26-week term of the Agreement, with the productions to be completed by February 28, 2000.

THE CHANCELLOR

RECOMMENDS that the Board of Trustees ratifies the Vice Chairman's pre-approval of the Television Program Production Agreement with the Chicago Board of Education in accordance with all provisions of the Agreement; and authorizes the Chairman and Assistant Secretary to execute the Agreement on behalf of the Board.

Respectfully submitted,


Wayne D. Watson
Chancellor

September 2, 1999

COLLEGE REVIEW: <u>N/A</u>		REQ. NO. _____
President		
CENTRAL OFFICE REVIEWS & DATES SIGNED:		
Purchasing Date _____	Contract Compl. _____	Legal (initial) <u>KWW/att.</u>
Finance Date _____	Admin. Svcs. _____	Academic Aff. <u>8/24/99</u>
		Board Office <u>pb</u>
		Other _____

Verbal pre-approval from J. Dyson on 8/20/99. pb

to Legal 8/20/99
4cc

REPORTS

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TELEVISION PROGRAM PRODUCTION AGREEMENT
CHICAGO BOARD OF EDUCATION
OFFICE OF ACADEMIC AFFAIRS - WYCC-TV CHANNEL 20
DISTRICT OFFICE

THE CHANCELLOR

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Purchasing Date _____	Contract Compl. _____	Legal _____	Board Office _____
Finance Date _____	Admin. Svcs. _____	Academic Aff. _____	Other _____


21499

Subject: Production Agreement with CPS
Date: Thu, 19 Aug 1999 13:07:12 -0500
From: "Kimberly White" <kwhite@ccc.edu> Internal
Organization: City Colleges of Chicago
To: Elizabeth Gaik Schrader <egaik@csc.cps.k12.il.us>
CC: Patricia Buck <pbuck@ccc.edu> , Respicio Vazquez <rvazquez@ccc.edu>

Elizabeth:

As we discussed, attached is the revised agreement. The terms are relined and are part of the existing intergovernmental agreement between CPS and CCC for the Project Excel program. I have also obtained a copy of the M/WBE waiver. I will attach it to the final agreement as Exhibit "B" to the agreement, as stated in paragraph 18.

As you know, our respective clients are anxious to execute the agreement today. Please advise me asap when you have had a chance to review the agreement. I can be reached at (312) 553-2543.

 <u>Channl20.01</u>	Name: Channl20.01 Type: unspecified type (application/octet-stream) Encoding: base64
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PRODUCTION AGREEMENT

This Production Agreement ("Agreement") is effective as of the ___ day of _____, 1999 ("Effective Date"), and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate ("Board") and **Board of Trustees of Community College Dist. No. 508, County of Cook and State of Illinois, a body politic and corporate** on behalf of, WYCC TV Channel 20, a body politic and corporate ("Producer").

RECITALS

A. The Board desires that Producer render certain services more fully described herein; and

B. Producer has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Board.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement commences with the Effective Date of the Agreement, and continues for seven (7) months thereafter ("Term"), unless terminated sooner as provided herein.
3. **Scope of Services:** Producer agrees to produce 41 television programs, working title "The Parenting Program" and "Nuestros Ninos" ("Programs"), and to provide the services set forth on Exhibit "A" including the deliverables set forth thereon ("Services"), which is attached and incorporated herein, in accordance with the terms and conditions of this Agreement. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Producer's fees, shall be documented by an amendment to this Agreement.
4. **Compensation and Payment:** Compensation for Services during the initial term shall be based on a flat-rate per show of \$3,916.50 and shall not exceed One Hundred Forty Thousand Nine Hundred and Ninety-Four Dollars, (\$140,994.00), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the Board shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Board shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Board be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Producer shall submit invoices referencing this

Agreement with such supporting documentation as may be requested by the Board. The Board will process payment in its normal course of business.

5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under this Agreement, the Board shall notify Producer and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Board be liable to the Producer for any amount in excess of the current appropriated amount.

6. **Events of Default and Remedies.**
 - 6.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Producer in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Producer in this Agreement; or (iii) Failure of Producer to perform in accordance with or comply with the terms and conditions of this Agreement.

 - 6.2 **Remedies.** In the event Producer defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the Board, the following actions may be taken by the Board: (i) This Agreement may be terminated immediately; and (ii) The Board may deem Producer non-responsible for future contract awards pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (96-0522-PO2). The remedies stated herein are not intended to be exclusive and the Board may pursue any and all other remedies available at law or equity.

7. **Standards of Performance:** Producer agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Producer acknowledges and accepts a relationship of trust and confidence with the Board and agrees to cooperate with the Board in performing Services to further the best interests of the Board. Producer agrees that an individual selected by the Board will be involved in the production of both the Spanish and the English speaking shows. The mission of the Chicago Public Schools is to align with the production of the Programs to be aired on Channel 20 and Channel 44.

8. **Board Approval Required Prior to Air:** Producer agrees to submit a broadcast quality or broadcast ready tape on Beta tape to the Board two weeks prior to the scheduled air time for each Program. The Board retains reasonable censorship rights prior to the airing of the final copy of each Program.

9. **Air Times:** The time slot for the Programs to air will be 7:00 p.m. on Thursday evenings on WYCC-TV Channel 20.

10. **Submittal of Program to Channel 44:** Producer agrees to submit a broadcast quality or broadcast ready tape of 15 Programs, translated to Spanish, on Beta tape to Channel 44 for airing.
11. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.
12. **Confidentiality and Ownership of Documents.**
- 12.1 **Dissemination of Information.** Producer will provide the Board with any news release or advise the Board of press interviews concerning Services. In the event either party is presented with a request for documents by any administrative agency or with a subpoena, subpoena duces tecum, or a Freedom of Information request regarding any records, data, other documents, or Deliverables ("Subpoenaed Party") which may be in such Subpoenaed Party's possession by reason of this Agreement and/or the Services being performed, the Subpoenaed Party shall immediately give notice to the non-Subpoenaed Party and its attorney with the understanding that the non-Subpoenaed Party shall have the opportunity to contest such process by any means available to it before such records, data, other documents, or Deliverables are submitted to a court or other documents are submitted to a court or other third party; provided, however, that the Subpoenaed Party shall not be obligated to withhold such delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.
- 12.2 **Ownership.** All records, reports, documents, and other materials prepared by Producer in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the Board. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Producer's possession, such items shall be restored or replaced at Producer's expense.
13. **Representations and Warranties of Producer:** Producer represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.
- 13.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

- 13.2 Compliance with Laws. Producer is and shall remain in compliance with all local, state and federal laws, City of Chicago ordinances, and regulations relating to this Agreement and the performance of Services. Further, Producer is and shall remain in compliance with all Board policies and rules, including, but not limited to, TB testing and criminal background checks **to the extent allowed by law.**
- 13.3 Good Standing. Producer is not in default and has not been deemed by the Board to be in default under any other Agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement.
- 13.4 Authorization. In the event Producer is an entity other than a sole proprietorship, Producer represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Producer is duly authorized by Producer and has been made with complete and full authority to commit Producer to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Producer.
- 13.5 Gratuities. No payment, gratuity or offer of employment was made by or to Producer in relation to this Agreement or as an inducement for award of this Agreement.
- 13.6 Contractor's Disclosure Form: The disclosures in the Contractor Disclosure Form, previously submitted by Producer, are true and correct. Producer shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
14. **Independent Contractor:** It is understood and agreed that the relationship of Producer to the Board is and shall continue to be that of an independent contractor and neither Producer nor any of Producer's employees shall be entitled to receive Board employee benefits. As an independent contractor, Producer agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. Producer agrees that neither Producer nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Board. Producer hereby represents that Producer's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) is 36-3157624 .

12. Indemnification/Non Liability of Board Officials.

- 12.1 **Producer Indemnity.** **Producer agrees to defend, indemnify and hold harmless the Board, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, losses, penalties, damages, expenses, of every kind, nature and**

character, including reasonable costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgements or settlements, or causes of action, of every kind, nature and character, rising out of the acts or omissions of Producer, its officials, agents, subconsultants and/or employees under this Agreement. This includes but is not limited to the unauthorized use of any trade secrets, U.S. patent or copyright infringement.

12.2 **Board Indemnity.** The Board agrees to defend, indemnify and hold harmless Producer, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, losses, penalties, damages, expenses, of every kind, nature and character, including reasonable costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgements or settlements, or cause of action, of every kind, nature and character, or arising out of the acts or omissions of the Board its officials, agents, subconsultants and/or employees under this Agreement.

12.3 **Insurance. On Producer Premises.** To the extent permitted by law, Producer may self-insure for public liability and personal injury on its premises it being expressly understood and agreed that, if Producer does self insure, Producer shall bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program shall comply with at least the same insurance coverage and responsibilities that exist with respect to any other students enrolled in Producer's instruction, clinical and/or technical programs on its premises. The Board of Education of the City of Chicago is to be named as additional insured on a primary, noncontributory basis on the insurance policy, if any.

13. **Favored Nation:** Producer shall furnish Services to the Board at the lowest price that Producer charges to other similarly situated parties. If Producer overcharges, in addition to all other remedies, the Board is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Producer under this or any other Agreement between Producer and the Board, and at the Board's sole option the right to declare Producer in default under this Agreement.
18. **M/WBE Plan:** Producer acknowledges that it is familiar with the requirements of the Board's Revised Remedial Plan for Minority and Women Business Enterprise Economic Participation and agrees to comply with the provisions of such plan. Producer's waivers are attached and incorporated herein, as Exhibit "B".
19. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written

verification of receipt.

IF TO THE BOARD: Board of Education of the City of Chicago
125 South Clark Street, 10th Floor
Chicago, Illinois 60603
Attn: Dr. Blondean Davis
Copy to: Marilyn F. Johnson, Attorney
P.O. Box 2976
Chicago, Illinois 60690

IF TO PRODUCER: City Colleges of Chicago, WYCC TV Channel 20
7500 South Pulaski
Chicago, IL 60652
Attn: Dr. Wayne Watson
Jeff McGrath

20. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.
21. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
22. **Conflict of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.
23. **Indebtedness:** The Producer agrees to comply with the Board's Indebtedness Policy (95-0726-EX3) as amended (96-0626-PO3) which is hereby incorporated by reference as fully set forth herein.
24. **Ethics:**
- 24.1 No officer, agent or employee of the Board is or will be employed by the Producer or has or will have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy No. 95-0927-RU3 adopted September 27, 1995 and as amended April 21, 1999 No. 99-0421-PO2, which is hereby incorporated by reference into and made a part of this agreement.

- 24.2 **The Board agrees that it has not violated any provision of Producer's Ethics Policy and further, that the Board will comply with Producer's Ethics Policy.**
25. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
26. **Waiver:** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
27. **Affirmative Representation:** Producer represents and warrants the Producer will re-run the English-speaking Programs, one time each, for 26 weeks or from March 16, 2000 through September 7, 2000 on Channel 20. This representation will survive the termination of the agreement.
28. **Board Approval: This Agreement is subject to approval of the Chicago School Reform Board of Trustees and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois.**

21499

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**BOARD OF EDUCATION
OF THE CITY OF CHICAGO**

Board Report No: 99-0728-PR42

By: _____
Gery Chico, President

Attest: _____
Sharon Revello, Secretary

Approved as to legal form:

Marilyn F. Johnson, Attorney

**BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DIST. NO. 508,
COUNTY OF COOK AND STATE OF
ILLINOIS**

By: _____
James Dyson

Title: _____
Vice Chairman

Attest: _____
Assistant Secretary

Approved as to legal form:

General Counsel

Exhibit A

SCOPE OF SERVICES

Board's Project Manager:
Zoraida Sambolin

Contractor's Project Manager:
Jeff McGrath

This Scope of Services is for Contractors providing to the Board certain Services pursuant to the terms and conditions of this Agreement.

1. **DESCRIPTION OF PRODUCER'S WORK:**

Production of Program: Working title of the Programs are "Nuestros Ninos" and "The Parenting Show". "The Parenting Show" and "Nuestros Ninos" are early intervention shows geared towards early childhood development. The Programs will provide fundamentals of parenting a 0-5 year old child. "The Parenting Show", the English speaking program, will be telecast in prime time on WYCC Channel 20 in order to reach a maximum number of households at a convenient time period.

WYCC, Channel 20 will provide production services including:

- (1) Planning, creative direction and consultation
- (2) Executive supervision of the entire production, planning and logistics for field production.
- (3) Studio facilities, including set, cameras, editing facilities, promotion support, production management, library services, shipping, etc.
- (4) Engineering supervision
- (5) Air-time on WYCC-TV Channel 20

Promotion of show: WYCC will promote the English speaking program series, working title "The Parenting Show", via on-air promotional announcements, press releases, and in 20/20 VISION the WYCC program guide.

2. **MILESTONE/DELIVERABLE INFORMATION:**

<u>Milestone No.</u>	<u>Milestone/Deliverable Description</u>	<u>Delivery Dates</u>	<u>Is Acceptance Req'd by the Board or Contractor?</u>	<u>Costs</u>

i 41 programs total (English and Spanish speaking)	Each program should run 28:55 minutes in length. 26 programs to be produced in English. Fifteen (15) programs will be produced in the Spanish language.	Production will require 26 weeks from start date. 15 double tape days and 11 single tape days required. Production to be completed by February 28, 2000.	Yes (Board) Broadcast quality, ready tape must be submitted to the Board within 2 weeks of air time for Board approval.	\$3,916.50 per show x 36 shows (5 Spanish shows to be produced at no cost) \$140,994.00 total for all 41 shows.
ii Telecasts (English)	Each of 26 English programs to air once a week on Channel 20*	September 16, 1999 - March 9, 2000	Yes (Board). See above.	None
iii Re-runs	Re-run of each of 26 original English programs*	March 16, 2000 - September 7, 2000	No	None
iv Submittal of 15 Spanish Programs to Channel 44	Channel 20 will produce 15 programs in the Spanish language, working title, "Nuestros Ninos" and submit a broadcast-ready Beta tape of each program to Channel 44 prior to the scheduled air time.	<u>Air Times For Channel 44:</u> September 18, 1999 September 25, 1999 October 2, 1999 October 9, 1999 October 16, 1999 October 23, 1999 October 30, 1999 November 6, 1999 November 13, 1999 November 20, 1999 November 27, 1999 December 4, 1999 December 11, 1999 December 18, 1999 December 25, 1999	Yes (Board). See above.	None

* The air times are subject to preemption or holiday adjustments subject to consultation with the Chicago Public Schools.

3. OTHER PROVISIONS:

Objective: The program is a talk-based series that provides new ideas and concepts on the fundamentals of parenting and child learning development. The mission of "Nuestros Ninos" and "The Parenting Show" aligns with the mission of the Chicago Public Schools to its students and children.