

# Oak Park and River Forest High School District 200

201 North Scoville Avenue • Oak Park, IL 60302-2296

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TO: Board of Education  
FROM: Dr. Steven T. Isoye  
DATE: April 14, 2015  
RE: Filming at OPRFHS and contract with Kartemquin Films

## **Background and information**

At the March 26<sup>th</sup> Board of Education meeting, the Board of Education reviewed the contract for filming at OPRFHS with Kartemquin Films. The contract attached now reflects of the comments of the Board of Education members.

Thus, attached is the final version of the contract that District 200 would enter into if the Board approves the film project at OPRFHS. The contract has been vetted by the District's attorney.

## **Next Step**

This is for Board discussion and consideration.

**AGREEMENT FOR FILMING DOCUMENTARY  
AT OAK PARK AND RIVER FOREST HIGH SCHOOL**

**THIS AGREEMENT** is between Oak Park and River Forest High School District 200, Cook County, Illinois (the “School District”) and Kartemquin Films, an Illinois limited liability company (“Producer”). The School District and Producer agree as follows:

A. For the rights identified in this Agreement and for other valuable consideration, including but not limited to the opportunity to appear in the film, the School District grants Producer access beginning with the effective date of this Agreement through the end of the 2017 school term to the School District’s Oak Park and River Forest High School (the “School”) for the purpose of filming a documentary (the “Production”) substantially as described in Exhibit 1, attached hereto and incorporated herein. Access is granted under the conditions described below:

1. Producer will provide the School District with a list of tentative times, dates, and events it intends to film at the school. Upon the expiration of the 2015-2016 school year, the Producer and the School District each, unilaterally have the option to conclude the filming.
2. Producer will work directly with the School District Communications Director, to coordinate and schedule all filming. Producer agrees not to film in or around the School or at any school event without the permission of the School District Communications Director, which shall be sought at least three (3) business days in advance; but for certain circumstances, fewer days’ notice may be given. Producer further agrees to discontinue filming upon a determination by the School District Communications Director that continued filming would be disruptive or likely to include students for whom consent has not been provided.
3. Producer agrees to work with the School District’s Communications Director in advance of each visit to mitigate any potential disruptions or coordinate special needs; and
4. Producer shall be responsible for securing all of its own required releases.

B. In addition, Producer will adhere to the school’s media consent or release requirements for students and their parents. Specifically:

1. Producer acknowledges the confidentiality rights and responsibilities related to students and parents set forth in the Illinois School Student Records Act and the federal Family Education Rights and Privacy Act and agrees to take no action that would cause the School District to be in violation of these laws.
2. Producer will not film in areas identified in Exhibit 2, attached hereto and incorporated herein.
3. In advance of filming, Producer will obtain written releases from all individuals who Producer believes will have a substantial presence in filmed areas (“Principal Subjects”), including but not limited to:
  - a. Individuals who are speaking in a substantive manner;
  - b. Individuals who are the focus of filming; and
  - c. Individuals, in the same classes and/or meetings as individuals who are the focus of filming, who have opted out of having their image released by signing the School District’s Release, as distributed by the School District prior to the first day of classes.

Producer shall not be required to obtain releases from individuals who appear in the background of common areas of the School District.

The release which Producer shall obtain from adults is attached hereto as Exhibit 3 and incorporated herein. The release which Producer shall obtain from minors is attached hereto as Exhibit 4 and incorporated herein.

4. Producer will provide copies of signed individual releases to the School District’s Communications Director.
5. Producer agrees not to release the film prior to sharing it with the School District Board’s designated representative(s). Producer will offer to share the film with the Principal Subjects prior to release. Producer will listen to and take into consideration any concerns expressed by the Superintendent.
6. Announcements shall be made at public events notifying participants that they may be filmed.

C. By entering into this Agreement, the School District expressly disclaims any endorsement of, or responsibility for, the content, ideas or depictions of the film or other medium which may result from Producer’s use of the School property. The decisions of Producer regarding the content of the Production shall be final.

D. Producer reserves the right to suspend and discontinue the Production.

E. Producer makes the insurance and indemnity commitments provided for in Exhibit 5, attached hereto and incorporated herein. Producer shall further cause the proof of such insurance naming the School District to be submitted in accordance with Exhibit 5.

In addition, the presence of Producer's employees and agents, and any personal property of Producer and its employees or agents, at the School District shall be at the sole risk of Producer. The School District shall have no duty to provide security for any of such personal property and shall not be held liable for loss, injury or damage to such personal property or persons for any reason whatsoever. Producer hereby waives, and covenants not to sue on, any such claim against the School District and its Board of Education, members, employees, agents and students.

The School District shall not be liable to Producer for any damages or other relief in the event occurrences beyond the reasonable control of the School District prevent or delay the exercise of Producer's right of access to the School. The School District's limit of liability in the aggregate for any and all breaches of this Agreement of whatever nature or cause, shall be the value of the consideration set forth above. All other risk of loss of whatever cost and for whatever cause shall be with Producer.

F. The School District agrees to waive rental and facility use fees for all sessions that do not require additional School District staff, special access, or use of facility resources for the purposes of filming. Access to the School or staffing requirements outside of established and mutually agreed upon times may result in facility charges to cover utility and staff costs.

G. Miscellaneous

1. All notices, demands or other writings in this Agreement provided to be given, made or sent by either party to the other shall be deemed to have been fully given, made or sent upon receipt when made in writing and either served by facsimile, personally, deposited in the United States mail, either certified or registered, with postage pre-paid, or by overnight

delivery through Federal Express or United Parcel Service (UPS) addressed as follows:

To School District:

Superintendent  
Oak Park and River Forest High School District 200  
201 North Scoville  
Oak Park, IL 60302  
Phone: (708) 383-0700  
Facsimile: (708) 434-3917

To Producer:

\_\_\_\_\_

\_\_\_\_\_

Chicago, IL 60640  
Phone: 773-271-9500  
Facsimile: \_\_\_\_\_

Notice of change in the foregoing addresses of either party shall be given to the other party as above provided at least seven (7) days prior to the effective date of such change.

2. The term "Superintendent" as used in this Agreement includes his designees.
3. Producer, its successors, assigns and licensees shall be and remain the sole owner of all still or motion pictures, sound recordings or parts thereof produced pursuant to this Agreement and Producer shall have all rights, without limitation, perpetually and irrevocably in all media throughout the universe, to use and reuse said photography and sound recordings made in accordance with this Agreement as Producer shall elect in its sole discretion, but only in connection with the Production and exploitation, advertising, promotion and publicity for the Production.
4. The School District has the right to grant to Producer each of the rights herein granted, and that, other than as provided for in this Agreement, no further approvals or consents are required for Producer's access to and filming at the School.
5. Nothing contained herein shall be construed to obligate Producer to produce and/or exhibit any program or series based on or containing the materials filmed pursuant to this Agreement.
6. This Agreement was made and entered into in the State of Illinois and all matters or issues collateral thereto shall be governed by the laws of the State of Illinois, including its choice of law provisions. Jurisdiction and

venue for all disputes hereunder shall be the Circuit Court for Cook County of the State of Illinois or the federal district court for the Northern District of Illinois. Producer hereby agrees that service of process with respect to any lawsuit brought by the School District under, or as a result of, this Agreement, may be made via registered mail to Producer at the address set forth above. The School District hereby designates the Superintendent as its agent for service of process with respect to any lawsuit brought by the Producer under, or as a result of, this Agreement.

7. This Agreement shall be binding upon Producer and the School District and their successors and assigns. This Agreement shall become effective upon the date the last of the parties' duly authorized representatives signs this Agreement as set forth below.

KARTEMQUIN FILMS

BOARD OF EDUCATION OF  
OAK PARK AND RIVER FOREST  
HIGH SCHOOL DISTRICT 200,  
Cook County, Illinois

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
John Phelan, President

Attest:

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Jackie Moore, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT 1

### **The OPRF Film Project**

(working title)

Producer/Director Steve James, John Condne and Kartemquin Films aim to produce a short miniseries that examines race and equity and their impact on the quest for racial parity at Oak Park River and Forest High School. The school's history of producing high achieving students who go on to prestigious colleges and careers is well known. Yet despite being recognized as one of the nation's finest public high schools, OPRF – like many such schools around the country - has struggled for many years to provide similar outcomes for all students, regardless of race. This documentary aims to look at the history of a struggle that goes back several decades, and the efforts to confront it in the present on the part of administrators, teachers, and students and their parents.

### **Why OPRF High School?**

OPRF High School is in many respects one of the most distinctive high schools in the country. It's a public high school that is, like the city of Chicago which it borders, a microcosm of America with its economic and racial diversity (54% white, 24% black, 11% Hispanic, 8% multi-racial, 3% Asian/PI). It is also in a community with a significant history of successful racial integration. In the 60s and 70s, numerous collar suburbs of Chicago began integrating, resulting in "white flight." Oak Park leaders saw this trend and adopted innovative ordinances to help the village integrate intentionally, so that whites and blacks could live side-by-side, and ameliorate the flight of whites to the exurbs. Ever since, Oak Park and its sister village, River Forest, have taken great pride in its progressive politics and attitudes around race relations. It has, in fact, become a part of both villages' DNA.

During the last thirty years, however, the school system in Oak Park has struggled over how to help its students of color improve their academic performance. For years, this was referred to as an "achievement gap." More recently, this term has come to be seen as perilous because of the way it can encourage one to define certain students as the problem that needs to be fixed, rather than viewing the issues of academic achievement through a larger systemic lens that includes white students, adults, the school administration, and the community at large. This has led to rethinking on the part of teachers and administrators around the goals of achieving academic parity, while trying to address a larger culture that can both undermine and stigmatize students. Today, the school finds itself at a critical crossroads where the level of frustration on the part of everyone may result in some of the most concerted efforts yet. It is this community's history along with their ongoing commitment to address academic and racial disparities that will form the heart of this film.

Most of the widely released films on this issue have focused on schools that are located in besieged communities where resources are few, and academic achievement can often be secondary to mere survival. (A recent exception is *American Promise*, yet the focus of that fine film is fairly narrow and personal on African-American students who spent years in a virtually all white private school.) Most films have also focused almost entirely on the students themselves, with some emphasis placed on courageous teachers. No film we are aware of has attempted to delve as widely and deeply as we plan to, into all

aspects of a school's culture – students, teachers, guidance counselors, outreach workers, administrators, and extra-curricular activities – in an effort to take a truly systemic look at the issues. And while the high school will be the locus of our miniseries, to fully grasp where we have been and where we are going, the miniseries will also address the histories of Oak Park and River Forest, as well as explore in depth the various educational theories and approaches that have been, and are currently being, debated and practiced in the school.

We believe one of the virtues of focusing on OPRF is that it is a high school with significant resources along with a substantial community of color. If racial disparities persist in this progressive, prosperous community and school environment, there is much more to be learned, we believe, beyond the usual explanations of economic deprivation.

### **The making of the miniseries**

The filmmakers plan to mostly – but not exclusively - frame the miniseries around a year in the life of the school. (Some filming prior to, and after the school year, will likely be required.) We would plan to identify and follow the stories of several individuals, with the hopes of creating a multifaceted and nuanced portrait of the school and its efforts to assure both academic excellence and equity. Some potential types of individuals and situations we plan to follow include:

- An administrator focused on programmatic changes to reduce racial disparities.
- Programs within the school that are geared towards addressing racial equity and academic disparities.
- Teachers and students of color in Special Education and College Prep tracks, where bridging the racial disparities is a daily struggle. We would compare their experience to white students in these tracks also struggling to achieve academically.
- A teacher and student of color in the honors track, where the pressure of achievement are compounded by competition to gain entrance to some of the nation's most prestigious universities. We would also focus on a white student in honors track to compare their experiences.
- A sports team that draws considerable participation from students of color, allowing for an examination of the role of sports in academic achievement.
- The marching band, or another extracurricular school club in which whites and students of color participate together.
- A guidance counselor and/or outreach coordinator charged with providing hands-on help to low achieving students.
- Through John Condne, we will involve a racially diverse group of students directly in some of the filming. They will become one of our crews, specifically assigned to capture an array of student voices for the film.

To fully capture the breadth of efforts, and do so in the intimate storytelling approach that characterizes Steve James' previous work, will require significant shooting. However, we are sensitive to the footprint made by film crews in a school environment. We would endeavor to be unobtrusive, working with small crews, easing our way into the school and filming situations. Experience has shown that when we take such an



approach, after a brief period of heightened interest and curiosity, we become more or less just part of the scenery. Of course, we will respect the privacy of any teachers or students who do not wish to participate in the filming.

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We believe that by choosing to allow this project to go forward, the OPRF community would be making a significant statement to our larger community: that it sees the project as part of the process of understanding and mitigating an issue that has persisted for a very long time. This film will not sit in judgment of failures, nor be a polemic or exposé. Nonetheless, committing to this documentary requires genuine courage on the part of the school community. Holding a mirror up to ourselves will likely reveal many things that we don't presently grasp or fully understand. But doing so clearly reveals a genuine desire to make real and positive change. To capture an in-depth understanding of this issue and efforts being made here can inform not just our community but the efforts of schools all across the country.

## **The Production Team**

**Steve James – Producer/Director** - produced and directed *Hoop Dreams*, winner of every major critics prize including a Peabody and Robert F. Kennedy Award. Other award-winning films include *Stevie*; the Independent Documentary Association Award-winning miniseries *The New Americans*; Tribeca Grand Prize winner *The War Tapes*, which James produced and edited; *At the Death House Door*, co-directed with Peter Gilbert, and winner of numerous festival awards; *No Crossover: The Trial of Allen Iverson* for ESPN's Peabody winning "30 for 30" series; and *The Interrupters*, which won an Emmy, Independent Spirit Award, and the DuPont Columbia Journalism Award, among many others. James' most recent documentary on film critic Roger Ebert, *Life Itself*, premiered to critical acclaim at Sundance and was named the best documentary of the year by over a dozen critics associations, The Critic's Choice Awards, The National Board of Review, and The Producers Guild of America.

**John Condne – Producer** –has been the film and video teacher at Oak Park and River Forest High School for twelve years. Prior to this, Condne received a masters degree in film/video from Columbia College and another masters degree in teaching – secondary education from Concordia University. He continues to work in the film/video industry. He has produced three feature films, music videos, TV and corporate videos. At OPRF, he is a full-time teacher and is responsible for *NewsScene*, the weekly student-run news program, and the Friday video announcements. Condne works with many current and former OPRF students on professional productions. From the feature film *Love. Blood. Kryptonite* to corporate video to a school-sponsored film for Dove on teen beauty, he has shot with over 50 students on professional productions.

## **Additional Team Members**

We have already begun the process of reaching out to a diverse group of additional producers, and cinematographers. We will make certain that the professional team for the film reflects gender and racial diversity.

## **Kartemquin Films**

Kartemquin Films is a collaborative center for documentary media makers who seek to foster a more engaged and empowered society. With a noted tradition of nurturing emerging talent and acting as a leading voice for independent media, Kartemquin is building on over 48 years of being Chicago's documentary powerhouse.

Kartemquin sparks democracy through documentary. Their films, such as *The Interrupters*, *Hoop Dreams*, and *The New Americans* have left a lasting impact on millions of viewers. A revered resource within the film community on issues of fair use, ethics, story and civic discourse, Kartemquin is internationally recognized for crafting quality documentaries backed by audience and community engagement strategies, and for its innovative media arts community programs.

Their 2014 films include Steve James' *Life Itself*; Usama Alshaibi's *American Arab*; Kirsten Kelly and Anne de Mare's *The Homestretch*; Joanna Rudnick's *On Beauty*; Dan Rybicky and Aaron Wickenden's *Almost There*; and Brent Huffman's *Saving Mes Aynak*, plus the re-release of a newly restored *Hoop Dreams* for its 20th anniversary.

**EXHIBIT 2**

**FORBIDDEN SCHOOL DISTRICT COMMON AREAS**

1. Bathrooms
2. Locker Rooms

**EXHIBIT 3**

**FORM OF RELEASE FOR ADULT PARTICIPANTS**

Steve James, John Condne, and Kartemquin Films will be filming a documentary at Oak Park and River Forest High School during the 2015-2016 school year. As a result, we are asking that you sign this agreement to allow you to be audio-video recorded by Steve James, John Condne, and Kartemquin Films.

**AGREEMENT TO ALLOW SELF TO BE  
AUDIO-VIDEO RECORDED DURING THE SCHOOL DAY**

I hereby authorize and give Steve James, John Condne, Kartemquin Films, and Oak Park and River Forest High School District 200, their clients, agents and assigns, full permission to use, publish and copyright all audio-video recordings (“Recordings”) taken of me and to release and/or publish such information without further permission. I authorize the publication of my information in such District or outside publications. I understand and acknowledge that I will not receive any compensation for such recordings. I also understand that I do not have the right to inspect or approve any of the recordings taken as a result of this agreement.

I agree to hold Steve James, John Condne, Kartemquin Films, and Oak Park and River Forest High School District 200, their agents and assigns harmless against any and all claims, liability, loss, or damage, including attorney's fees, caused or in any way arising out of the publication of recordings of me.

My signature below indicates my agreement to the terms listed in this release agreement.

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**Print Name**

**Signature**

**Date**

**EXHIBIT 4**

**FORM OF RELEASE FOR MINOR PARTICIPANTS**

Steve James, John Condne, and Kartemquin Films will be filming a documentary at Oak Park and River Forest High School during the 2015-2016 school year. As a result, we are asking that you sign this agreement to allow your student to be audio-video recorded by Steve James, John Condne, and Kartemquin Films.

**AGREEMENT TO ALLOW STUDENT TO BE  
AUDIO-VIDEO RECORDED DURING THE SCHOOL DAY**

I hereby authorize and give Steve James, John Condne, Kartemquin Films, and Oak Park and River Forest High School District 200, their clients, agents and assigns, full permission to use, publish and copyright all audio-video recordings (“recordings”) taken of my student and to release and/or publish such information without further permission. I authorize the publication of my student’s information in such District or outside publications. I understand and acknowledge that neither I nor my student will receive any compensation for such recordings. I also understand that I do not have the right to inspect or approve any of the recordings taken as a result of this agreement.

With respect to such student information and recordings taken as a result of this agreement, I waive any and all protections afforded me and my student under the Illinois School Student Records Act and the Family Educational Rights and Privacy Act, and I agree to hold Steve James, John Condne, Kartemquin Films, and Oak Park and River Forest High School District 200, their agents and assigns harmless against any and all claims, liability, loss, or damage, including attorney's fees, caused or in any way arising out of the publication of recordings of my student.

My signature below indicates my agreement to the terms listed in this release agreement.

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**Print Name of Student** **Grade Level**

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**Print Name of Parent/Guardian** **Signature** **Date**

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