

**APPROVE ENTERING INTO MEMORANDUM OF UNDERSTANDING WITH THE OFFICE OF
EMERGENCY MANAGEMENT AND COMMUNICATIONS OF THE CITY OF CHICAGO FOR THE USE
OF CERTAIN SCHOOLS IN THE EVENT OF A DISASTER**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a Memorandum of Understanding ("MOU") with the Emergency Management and Communications Department of the City of Chicago ("OEMC") for the use of certain schools agreed to by the Chief Operating Officer ("Identified Schools") in the event of a disaster. A written MOU is currently being negotiated. The authority granted herein shall automatically rescind in the event a MOU is not executed within 120 days of the date of this Board Report. Information pertinent to this MOU is stated below.

PARTIES:	Board of Education 125 S. Clark Street Chicago, IL 60603 Contact: Chief Operating Officer Phone: 773-553-2900	Office of Emergency Management and Communications 1411 W. Madison Chicago, IL 60606 Contact: Executive Director Phone: 312-746-8800
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TERM: The term of the MOU shall commence upon signing of the MOU and shall end one (1) year thereafter, but shall automatically renew for successive one (1) year periods if neither party gives ninety (90) days prior written notice to the other that it desires to terminate the MOU.

BASIC TERMS OF THE MOU: OEMC will be given the right to use the Identified Schools to serve as emergency centers in the event of a disaster and the Board will encourage its staff to become OEMC volunteers. OEMC is responsible for arrangement for equipment, vaccines, medication, and supplies; to do the operational planning for a disaster; to prepare an Emergency Operations Manual; to provide training; to provide the Board with assistance in obtaining reimbursement for costs incurred (as such reimbursement, if any, is available); and to restore the Identified Schools to their original condition (where feasible) and provide compensation to the Board for any damage which may occur.

The Board will agree to allow 24 hour access to the Identified Schools (the names of which are **TOP SECURITY AND HIGHLY CONFIDENTIAL – NOT TO BE DISTRIBUTED**) and to use its best efforts to provide 24/7 coverage of the Identified Schools with building engineers and janitors for the duration of the response effort. Exercises are to be held when no school children are in the school and cannot exceed three (3) consecutive days in duration. Upon notification from the Mayor of the City of Chicago or the Governor of the State of Illinois, school operations must cease and all students and staff must be dismissed for the duration of the response effort.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the MOU. Authorize the President and Secretary to execute the MOU. Authorize the Director of Safety and Security to execute ancillary documents to administer or effectuate the MOU.

AFFIRMATIVE ACTION: Not Applicable

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: OEMC will offer reasonable assistance to the Board in recovering the Board's costs (to the extent reimbursement is available).

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education 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.

Conflicts – The agreement shall not be 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 during the one year period following expiration or other termination of their terms of office.

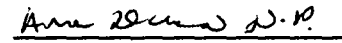
Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for consideration:


David J. Vitale
Chief Operating Officer

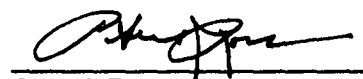
Approved:


Arne Duncan
Chief Executive Officer

Noted:


John Maiorca
Chief Financial Officer

Approved as to legal form 


Patrick Rocks
General Counsel