

**APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHICAGO TO MAKE THE PERSHING EAST MAGNET SCHOOL (3113 SOUTH RHODES AVENUE) AVAILABLE FOR USE DURING THE 2016 OLYMPIC GAMES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an intergovernmental agreement with the City of Chicago ("City") to make the Pershing East Magnet School (3113 South Rhodes Avenue – herein the "Property") available for the Use set forth below during the 2016 Olympic Games (the "Games") in order for the City to demonstrate in its application to the United State Olympic Committee ("USOC") that it has site control over the Property. A written intergovernmental agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event an intergovernmental agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this intergovernmental agreement is stated below.

<b>PARTIES:</b>	Board of Education 125 S. Clark Street Chicago, IL 60603 Contact: Chief Executive Office Attention: Chief Executive Officer Phone: 773-553-1500	City of Chicago 121 North LaSalle Street, Room 100 Chicago, IL 60606 Contact: Department of Planning and Development Attention: Commissioner Phone: 312-744-0113
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**USE:** Site control ("Site Control") over the Property for staging, parking, administrative, and operational purposes ancillary to the operation of the Olympic Village (the "Use").

**TERM:** The term of the IGA shall commence upon certain conditions precedent contained in the IGA, which include the approval of the IGA by the Board and the City; the City obtaining a Survey, Title Policy, and Environmental Report; and the Board furnishing the City with all material agreements relating to use and operation of the Property and ending on the earlier to occur of: (a) the date on which a city other than the City is selected as the host city for the Games and (b) September 15, 2016. On the termination, the City, if requested by the Board, must return the Property to the same condition that existed before any improvements were made to the Property.

**TURNOVER DATE:** Site Control over the Property for the Use will not occur until the earlier of May 1, 2016 or such other date as the International Olympic Committee ("IOC") or the USOC may determine is necessary for the successful operation of the Property for the Games. After the Turnover Date, the parties agree to cooperate to minimize displacement of students and interruption of educational activities at the school, including that students may complete the 2015-2016 school year.

**MAJOR DECISIONS:** The IGA provides that the Chief Executive Officer shall have the power to make Major Decisions under the IGA. These decisions are:

- (a) The date for transfer of site control of the Property; the consideration to be paid to the Board; and the legal form of the document (either a lease or similar agreement);
- (b) Public advertisement, public notice, and press releases;
- (c) Employment-related and procurement requirements that apply to the Property, which include equal employment, MBE and WBE hiring provisions; city resident hiring provisions, prevailing wage; and competitive bid requirements;
- (d) The scope of necessary improvements necessary to the Property for the Use and retrofitting to return the Property to the Board for normal school use;
- (e) Operational, logistical, and scheduling plans that assure the Board's use of the Property after the Turnover Date, including, to the fullest extent possible, assuring that the students of the school may complete the 2015-2016 school year at the school;
- (f) Any funding agreements deemed necessary; and
- (g) Any administrative amendments necessary to memorialize further agreements concerning Major Decisions or other agreements relating to the Property.

**BASIC TERMS OF THE IGA:** The IGA provides for Site Control over the Property from the Turnover Date until the end of the Term, with the Board having the right to continue to use the Property after the Turnover Date for essential Board purposes.

**AUTHORIZATION:** Authorize the Chief Executive Officer to enter into all of the agreements, consents, and approvals which constitute Major Decisions under the IGA. Authorize the General Counsel to include other relevant terms and conditions in the IGA and the agreements that constitute Major Decisions under the IGA. Authorize the President and Secretary to execute the IGA.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** No cost to the Board.

**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.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:**

  
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**David Vitale**  
Chief Operating Officer

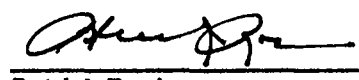
**Approved:**

  
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**Arne Duncan**  
Chief Executive Officer

**Within Appropriation:**

  
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**John Maiorca**  
Chief Financial Officer

**Approved as to legal form:** 

  
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**Patrick Rocks**  
General Counsel