

**MEMORANDUM OF UNDERSTANDING (MOU) FOR MUTUAL AID
ASSISTANCE IN RESPONSE TO CRISES IN THE PUBLIC AND PRIVATE
SCHOOLS OF WILL COUNTY, ILLINOIS**

This Memorandum of Understanding (MOU) made and entered into the date set forth next to the signature of the respective parties, by and between the school districts, cooperatives, and private schools subscribed hereto that have approved this MOU and adopted same in manner as provided by law and are hereafter listed at the end of this MOU.

WHEREAS, natural and human-made crisis events are occurring with increasing frequency and magnitude in schools throughout the United States;

WHEREAS, Will County School Districts and special education cooperatives recognize it is in the best interests of their students, staff and communities that they join together to plan for such occurrences and be prepared to assist each other during emergency and disaster events which exceed the capacity of an individual school district to respond effectively on its own;

WHEREAS, the assistance to be provided under this Memorandum of Understanding (MOU) includes personnel, equipment, systems, vehicles, and facilities appropriate to the nature of the emergency and disaster event;

WHEREAS, the foregoing purposes are best accomplished through this MOU, with participating school districts making good faith efforts to provide assistance during emergency and disaster events when called upon pursuant to the terms of this MOU, but without incurring liability if, in their sole discretion, they are unable or unwilling to do so;

WHEREAS, many school districts and cooperatives have, or may develop hereafter, emergency assistance MOUs with local first responders and other governmental entities and nothing in this MOU is intended to replace, supersede or take precedence over such MOUs;

WHEREAS, the program to accomplish the foregoing will be called the Will County School Mutual Aid Network (“WillBeReady”).

NOW THEREFORE, the undersigned school entities and private schools hereby enter into this MOU with each other as follows:

1. Parties. The parties to this MOU are:

- a. the Will County Regional Office of Education (the “ROE”);
- b. the public school districts, public special education cooperatives and private schools in Will County, Illinois (“School Boards”, “School Board”, “School District” or “School Districts”) Districts”) who have authorized this MOU and are identified as such on the roster maintained by the RSS. The RSS shall provide a roster of parties to all who have signed this MOU: (1) once annually; and (2) within 14 days following the execution of this MOU by any new party.

2. Legal Authority and Purpose.

- a. This MOU is made in the exercise of the Parties’ rights and powers granted under Article VII, Section 10 of the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 and all other rights and powers vested in the Parties by their respective governing statutes.

b. The purpose of this MOU is to develop and implement programs (the “Programs”) designed to provide mutual aid in emergency and disaster events, in Will County Schools. The programs are also designed to provide training and professional development to prepare member personnel for response and recovery activities.

c. Under no circumstances will an employee of a Party act under this MOU in a capacity as a first responder by performing emergency rescue or response services ordinarily performed by police, fire or other governmental emergency service providers.

3. Administration.

a. This MOU shall be administered by the ROE, by its Regional Superintendent of Schools (the “RSS”) or designee acting as chair of the Network (the “Network”). The Network should consist of:

1. the RSS or designee;
2. superintendents
3. school safety and security staff
4. first responders and emergency management
5. school communication staff

b. The Network shall establish its own rules of procedure and meet at the call of the RSS

c. The primary duty and authority of the Network shall be to advise the RSS regarding implementation of this MOU and to develop and implement the programs designed to achieve the purposes of this MOU.

4. Fiscal Matters.

a. The ROE shall seek funding through grants and similar sources of revenue as the primary sources of funds to develop and implement the programs and training opportunities in accordance with this MOU.

b. At no cost to the public school districts, public special education cooperatives and private schools, the ROE shall perform its administrative duties under this MOU.

c. At no cost to the public school districts, public special education cooperatives and private schools, the ROE shall provide the services of its personnel and resources and assist in obtaining the cooperation of law enforcement agencies, to the extent appropriate for development and implementation of the programs.

d. The programs shall be made available to the public school districts, public special education cooperatives and private schools without cost.

e. Each public school district, public special education cooperative and private school is responsible for any benefits, compensation, liability insurance and worker's compensation insurance for its personnel that are providing mutual aid to another public school district, public special education cooperative or

private school under this MOU. No public school district, public special education cooperative or private schools shall charge others for mutual aid that is provided.

f. Nothing in this MOU shall operate to bar any recovery of funds from any third party, state, or federal agency under existing statutes, or other authority.

5. Insurance and Liability.

a. Each Party is responsible for obtaining insurance coverage for its participation under this MOU, which shall be primary, and which shall waive subrogation against all other Parties. Each Party shall be responsible for Workers' Compensation insurance coverage of, and liability for, the Party's employees who participate in the Programs.

b. A Party shall not be liable to another Party:

1. for a Party's declination or omission to provide assistance when requested by another Party under this MOU.

For purposes of this paragraph 5.b., "liability" means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys' fees. Notwithstanding anything to the contrary, nothing in this MOU voids or limits any liability protection established by law or any existing insurance coverage of the Party. Nothing in this MOU, the actions of the ROE, the Network or the development and implementation of the Programs shall create a duty or liability to any person or entity which is not a party to this MOU or diminish any liability protection for the benefit of the Parties as established by law or afforded any Party's insurance coverage.

6. New Parties and Withdrawal.

a. After the effective date provided in paragraph 8 below, a school district, cooperative or private school shall become a Party to this MOU when the RSS receives this MOU in counterpart, signed.

b. A Party may withdraw from this MOU effectively by giving at least 60 days' written notice of withdrawal to the RSS.

7. Amendment and Termination.

a. This MOU may be amended or terminated by the RSS and Network by giving at least 60 days' written notice of withdrawal to the RSS.

8. Effective Date and Dissolution.

a. This MOU shall become effective when the ROE approves and countersigns this MOU and receives this executed MOU from at least seven of the boards of school districts, special education cooperatives or private schools operating within the County of Will. This MOU shall remain in effect until terminated by either party with 60 days' written notice.

Will County Regional Office of Education

School District/Cooperative/Private School

By:_____

By:_____

Title:_____

Title:_____

Dated:_____

Dated:_____

District/Cooperative/School Name:_____