

Mutual Aid Agreement for Localized Disasters Impacting Schools

This AGREEMENT is made and entered into by and between the institutions (whose Superintendent or other authorized official has signed the AGREEMENT), hereinafter referred to as “members” and is effective on the date executed.

I. Goals

- Develop a corps of professionals trained in disaster planning which can assist a member school where a localized disaster has occurred
- Establish a network of contacts available to provide trained personnel, equipment or space
- Assist member schools to develop effective disaster response and recovery plans
- Raise the consciousness of member’s management and staff concerning disaster preparedness issues

II. Institutional Issues

A. Scope

This mutual aid contract is an attempt, prior to the actual occurrence of a disaster, to facilitate recognition of emergency demands and make the response of participating members more effective. The Mutual Aid Pact defines a “disaster” as “...the occurrence, or imminent threat, of widespread or severe loss of property or life which exceeds the routine capabilities of local governmental, health care, and other community agencies. The common disasters include floods, major fires, earthquakes, tornadoes, and other emergencies which occur with little or no warning.”

B. Obligation

Each participating member will sign a Mutual Aid Agreement. Under its terms, each promises to come to the assistance of affiliated members in need, although provision of this assistance is optional at the sole discretion of the member being called upon to provide aid.

C. Coverage

This part covers the provision of “aid, assistance, manpower or equipment” that would normally be associated with the kinds of services provided by a member. It is understood that Mutual Aid pacts already exist for police and fire services.

D. Operation

- Each signatory member receives a Mutual Aid Manual, which includes an inventory of the typically requested kinds of equipment, space or personnel for each signing member. Members who need assistance are then able to review the inventory. The Manual also lists the contact people for each signer, with daytime, evening, and weekend telephone numbers. The responsible party or that person’s designee can request aid from another signatory member by calling the appropriate contact person.

- Each signatory member remains completely free to determine for itself whether or not it is in a position to respond to any request for aid. If the member needs its resources for the area it normally services, it is not obligated to send that equipment or manpower elsewhere. Each signatory also remains free to give and receive aid from any other source.
- The extent of the aid to be furnished under this AGREEMENT shall be determined solely by the party furnishing the aid, and it is understood that the aid so furnished may be recalled at the sole discretion of the furnishing member.
- Further, if a member receives a request for aid from another signer of the pact, and has already committed its resources to a different source, which is not signatory to the Pact, the member from whom aid has been requested is not under any obligation to break the previously made commitment.
- The key advantages to signing this pact are that (1) it clearly spells out the terms for provision of mutual aid in one agreement and eliminates any requirement to enter into multiple agreements, and (2) the inventory and phone list expedites searching for needed resources.

E. Training

The Mutual Aid Agreement Committee will conduct a series of workshops to assist members to develop basic disaster planning and disaster response skills of staff members. Member institutions will attempt to send at least one staff member to such training.

F. Control

Disaster Recovery personnel of one member performing services at another member's site under this AGREEMENT shall be subject to the control, supervision and direction in such performance of administrative personnel designated for such purpose by the member for whose District the performance is rendered. Nothing herein, however, shall be construed as giving any authority to personnel of one member over personnel of another member with respect to standards of performance, advancement, compensation and discipline of personnel or similar administrative matter.

G. Compensation

Employees furnished by a lending member pursuant to this AGREEMENT shall be considered to be acting for their employer in pursuit of lawful duties, and any wages, salaries, compensation claims or other costs relating to their employment will be borne by the lending member. No member to this AGREEMENT shall be required to pay any compensation to any other member to this AGREEMENT for services rendered hereunder, the mutual advantages and protection afforded by this AGREEMENT being considered adequate compensation to all of the members.

H. Hold Harmless

Members to this agreement shall defend, indemnify and hold harmless all other members to this AGREEMENT from and against any and all liability, loss, expense, attorney fees, or claims for injury or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the members, its officers, agents, or employees.

The undersigned hereinafter referred to as a “member” agrees to provide the following items so long as it does not interfere with the normal operation of the lending member.

1. Personnel

- | | | |
|-------------------------|-----|----|
| ● Administrative | Yes | No |
| ● Teaching | Yes | No |
| ● Bus Drivers | Yes | No |
| ● Custodians | Yes | No |
| ● Kitchen | Yes | No |
| ● Skilled Trades | Yes | No |
| ● Crisis Response Teams | Yes | No |

2. Equipment

- | | | |
|---|-----|----|
| ● Buses | Yes | No |
| ● Grounds [hand tools, power tools, etc.] | Yes | No |
| ● Mobil Equipment [trucks, vans, etc.] | Yes | No |

3. Space

- | | | |
|---------------------|-----|----|
| ● Classroom | Yes | No |
| ● Gym Facilities | Yes | No |
| ● Garage | Yes | No |
| ● Kitchen/Cafeteria | Yes | No |
| ● Office/Meeting | Yes | No |

4. Contact Names and Numbers

- | | |
|----------------------|--------------------|
| ● Name _____ | Name _____ |
| ● Work Number _____ | Work Number _____ |
| ● Cell Number _____ | Cell Number _____ |
| ● Home Number _____ | Home Number _____ |
| ● Pager Number _____ | Pager Number _____ |
| ● Work E-mail _____ | Work E-mail _____ |
| ● Home E-mail _____ | Home E-mail _____ |

- | | |
|----------------------|--------------------|
| ● Name _____ | Name _____ |
| ● Work Number _____ | Work Number _____ |
| ● Cell Number _____ | Cell Number _____ |
| ● Home Number _____ | Home Number _____ |
| ● Pager Number _____ | Pager Number _____ |
| ● Work E-mail _____ | Work E-mail _____ |
| ● Home E-mail _____ | Home E-mail _____ |

District:

Signature:

Date:

Please mail or fax the completed form to:

(Contact Person)
Director of Operations
(School District)
(Street Address)
(City, State, Zip Code)
Fax: (Area Code) (Fax Number)
Office Phone: (Area Code) (Phone Number)

We will compile all of the returned forms and provide each participating District a copy for their records. Updated records will also be sent as they arrive. Please contact me if you require any further information.