

**School District
Memorandum of Understanding
Sheltering and Mass Care Facilities**

This agreement is made and entered into between the (school or district) _____ and (name of facility) _____ to establish shelter site locations and terms of use in the event of an evacuation of the students and staff of the XYZ Area School District.

The (school or district) _____ will make every effort to notify (name of facility) _____ of evacuation possibilities with as much notice as possible. Contact information between the two parties shall be maintained in a separate appendix and is considered confidential information and is not subject to public disclosure.

(Name of facility) _____ agrees to open their building located at (physical address) _____ to provide shelter and assistance to students and staff evacuated during emergency situations when the students and staff have a need to be sheltered. (Name of facility) _____ has a capacity to accommodate approximately (number) _____ people.

(Name of facility) _____ understands that their organization will be responsible for opening the building and developing procedures for making the building accessible, including rest rooms and an area with phone and internet connection (if available) for (school or district) _____ administrative personnel. Furthermore, (school or district) _____ will provide supervision for all students and staff during the time that the facility is used as an emergency shelter site.

The (school or district) _____ agrees that it shall exercise reasonable care in the conduct of its activities in said facilities and further agrees to replace or reimburse (name of facility) _____ for any items, materials, equipment or supplies that may be used by the district in the conduct of its sheltering activities in said facilities.

The (school or district) _____ will be responsible for replacing, restoring or repairing damage occasioned by the use of any building, facilities or equipment belonging to (name of facility) _____.

The (school or district) _____ will reimburse (name of facility) _____ for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of receipts or time sheets. The (school or district) _____ will not pay any operational or administrative fees to (name of facility) _____.

The (school or district) _____ shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to (name of facility) _____ shall be directed to the (school or district) _____'s Public Information Officer or the Superintendent of Schools.

The (school or district) _____ will make every effort to recognize the hospitality of (name of facility) _____ in any press or media releases pertaining to the re-location and sheltering of students and staff.

Nothing in this MOU is intended to conflict with current laws or regulations of the United States of America, the State of _____ or local government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

This agreement shall become effective on (effective date) _____ and may be modified upon the mutual written consent of the parties.

The terms of this agreement, as modified with the consent of both parties, shall be self-renewable for a period of five (5) years from the end date of the agreement unless written termination is given by either party. Either party, upon sixty (60) days written notice to the other party, may terminate this agreement.

The terms of this agreement, as modified with the consent of both parties,

AND NOW, this _____ day of _____ 20____, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Superintendent of Schools,
(school or district)

Authorized Signature, Facility

Date

Date