

SCHOOL CRISIS RESPONSE MUTUAL AID
Memorandum of Understanding

This Memorandum of Understanding addresses agreements among the San Joaquin County Office of Education, San Joaquin County Office of Emergency Services and San Joaquin County Mental Health Services, and those school districts within San Joaquin County who agreed to participate.

PURPOSE

Disasters of a large scale which occur within school districts may overwhelm the resources of that district. While this is an infrequent occurrence, it is best to be prepared for the possibility of such an occurrence by entering into mutual aid agreements with other school districts, county emergency services and county mental health services. Such mutual aid agreements help the agencies offer services to each other following major disasters. Further, districts have played an integral role in disaster recovery. As a result of their location with communities, schools offer potential facilities, transportation, personnel and other resources to offer support in a response if needed. Past experience has shown that when a large scale disaster occurs, it is difficult to coordinate services without some pre-planning.

BACKGROUND

Mutual aid is found in three pieces of legislation. The first is the California Emergency Services Act (Government Code Section 8550) which is designed to help mitigate the effects of natural and man made disasters. Among its provisions, the Act calls for disaster response partnership agreements, within and between the various regions of the state. These response partnerships institutionalize the practice of "mutual aid" which was already employed by emergency response personnel, such as firefighters. Mutual aid allows regions to share emergency response resources whenever a given disaster is beyond local control.

The second origin of this agreement can be found in (SB 187, Hughes, Chapter 736, Statutes of 1997). According to this legislation, all schools are required to have a comprehensive school safety plan in place. Part of the safety plan includes disaster response procedures.

The third is the Homeland Security Presidential Directive (HSPD-5) which seeks to provide a comprehensive and effective means to disseminate information regarding the risk of terrorist acts to Federal, State, and local authorities and to the American people. This system is intended to create a common vocabulary, context, and structure for an ongoing national discussion about the nature of the threats that confront the homeland and the appropriate measures that should be taken in response. It seeks to inform and facilitate decisions appropriate to different levels of government and to private citizens at home and at work.

Typically, it is expected that individual schools and/or school districts will manage their own crises or emergencies using their school safety plan. This Memorandum of Understanding addresses those occurrences, infrequent as they may be which tax the resources of the school district to the point where outside help is required.

AGREEMENT

It is of mutual advantage and benefit that each of the parties hereto agrees to render support and other related services as well as facilities, transportation, personnel and other resources to other parties in the event an emergency has developed or reaches beyond such magnitude that it will be beyond the control of a single party and therefore requires collaboration of one or more of the other parties.

Each individual school district has the responsibility of responding to its own crises and emergencies. Additionally, it is the district administration's responsibility to determine when the resources of the district are no longer adequate to deal with a given situation. It is the school district administration's responsibility to ask for assistance when it is deemed necessary. **Mutual aid support is not provided without a request from a district-level Assistant Superintendent or higher administrator.**

Mutual Aid School District Assistance

In the event there is a situation which cannot be mitigated with the facilities of one of the parties hereto, the other districts shall, upon request, aid in mitigating the emergency by providing personnel, services and equipment for the protection of school district staff, students and families. This may be accomplished on either an active or a stand-by basis. The extent of the aid to be furnished under this Agreement shall be determined solely by the districts furnishing such aid, and it is understood that the aid so furnished may be recalled at the sole discretion of the furnishing district.

Each district waives all claims against any other district for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.

No district to this agreement shall be required to pay any compensation to any other district for services rendered hereunder, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to all parties.

This Agreement is intended to cover day-to-day mutual aid only, and shall be of no force and effect in cases in which a state of extreme emergency has been proclaimed and when California Disaster and Civil Defense Master Mutual Aid Agreement become operative.

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties, shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing mutual aid under this Agreement by any party hereto, shall deemed conclusively to be for the direct protection and benefit of the district.

Mental Health Crisis Response

If school disaster mutual aid mental health crisis response assistance is needed, **a district-level administrator or designee** will contact San Joaquin County Mental Health Services, 1212 N. California Street, Stockton, CA, 95202,

Monday - Friday
8:00 a.m. – 5:00 p.m.
(209) 983-2889 – (pager)
(209) 468-8859 – (office)

For after hours and/or if no response to the above numbers after making an initial call, contact the San Joaquin County Mental Health 24-hour Crisis Line at (209) 468-8686. At night or on weekends, Mental Health Services has an Administrator on Duty who can consult with the Mental Health Mutual Aid Coordinator to assist in immediate response if necessary.

The Mutual Aid Coordinator will record requests for help on a “call-out” (see attached) form developed specifically for that purpose. The form will answer the basic questions of who is requesting help; the nature of the crisis; what type of help is requested; when it is needed; where it is needed; the name, title and phone number of the individual requesting assistance; the name, title and phone number of a contact person; and whether the help being requested is volunteer help or is paid help. The issue of paid help is necessary because an emergency situation may turn into a disaster for which federal assistance is available to reimburse disaster response costs.

Following a request for mutual aid assistance, the Mutual Aid Coordinator will contact appropriate resources for the first response. The choice of which resources or school district to contact may be based on geographic considerations (i.e., proximity to requesting district), but can also be based on other considerations (i.e., selecting a district that has not already been asked to provide mutual aid support).

School districts offering to provide mental health/crisis response mutual aid to a requesting district will provide only credentialed personnel for their response staff, preferably those individuals who have been trained in school crisis response. Mental Health Services staff responding will be either licensed clinicians or individuals working under the direction of a licensed clinician. These clinicians may include licensed clinical social workers, marriage family therapists, psychologists or registered nurses. As staffing resources permit, Mental Health will send staff who have been trained in crisis response.

School districts or Mental Health Services responding to the requesting district will provide assistance until further arrangements can be made at no cost to districts. At the end of the three days, further agreements between individual districts, San Joaquin County Mental Health Services, San Joaquin County Office of Education and San Joaquin County Office of Emergency Services will be necessary in order to provide further assistance.

Unless otherwise specified, shifts of work shall be eight hours long for the three day period. Supplies for classroom activities, such as art supplies, writing materials, shall be supplied by the district requesting the help, unless otherwise specified in the request for assistance.

Each party to this Agreement waives all claims against any other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.

Participating districts agree to meet annually to ensure appropriate response procedures are still viable.

The signatures below indicate an agreement to abide by this Memorandum of Understanding for crisis response to school districts, pledge cooperation and problem solving, and respond appropriately for the good of the district and the County.

TERM

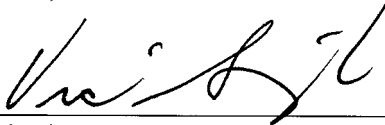
This Memorandum will be in force on the date approved by the County Board of Supervisors, and shall terminate as to the County and the Office of Education upon thirty (30) days written notice to the other party. School districts within the County of San Joaquin may participate in this Memorandum of Understanding by executing a counterpart of this Memorandum of Understanding which shall be deemed to be an original. San Joaquin County Mental Health shall transmit such counterparts to the Clerk of the Board for filing with this Memorandum of Understanding. Any such school district may terminate its participation in this Memorandum of Understanding by giving 30 days written notice to the Office of Education and the County through its Director of San Joaquin County Mental Health. Thereafter, such withdrawing party shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.



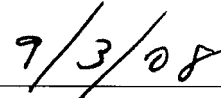
Fredrick "Rick" Wentworth, Ed.D., County Superintendent
San Joaquin County Office of Education
P. O. Box 213030
Stockton, CA 95213-9030



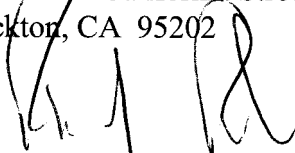
Date



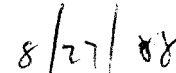
Vic Singh, Director
San Joaquin County Behavioral Health Services
1212 North California Street
Stockton, CA 95202



Date



Ron Baldwin, Director
San Joaquin County Office of Emergency Services
222 East Weber Avenue, Room 610
Stockton, CA 95202



Date

**Addition of Party to the Agreement for Participation
in School Crisis Response Mutual Aid
Memorandum of Understanding**

This Memorandum of Understanding addresses agreements between the San Joaquin County Office of Education, San Joaquin County Office of Emergency Services, San Joaquin County Behavioral Health Services, and those school districts within San Joaquin County who agreed to participate.

The following school district agrees to participate in the School Crisis Response Mutual Aid, Memorandum of Understanding:

SCHOOL DISTRICT

William Drea
Superintendent

10/1/08
Date

Banta ESD
District

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SCHOOL DISTRICT

David M. Mantel
Superintendent

8-27-08
Date

Escalon Unified
District

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SCHOOL DISTRICT

Ed Quina
Superintendent

9/12/08
Date

Jefferson
District

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SCHOOL DISTRICT

Dale H. Hansen
Superintendent

9-24-'08
Date

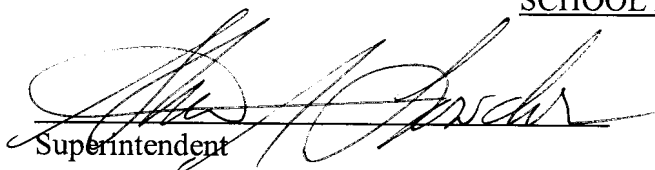
LAMMERSVILLE ELEMENTARY
District

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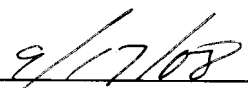
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SCHOOL DISTRICT



Superintendent



Date



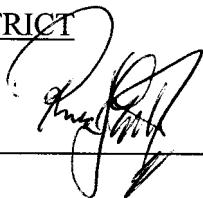
District

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SCHOOL DISTRICT



Superintendent

8/26/2008

Date

LINDEN UNIFIED SCHOOL DISTRICT


District

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SCHOOL DISTRICT



Superintendent

October 6, 2008

Date

Lodi Unified School District

District

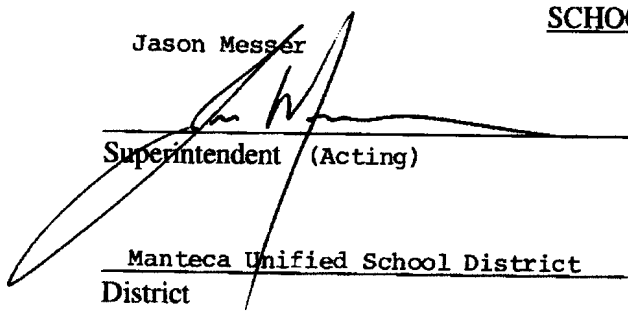
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The following school district agrees to participate in the School Crisis Response Mutual Aid, Memorandum of Understanding:

SCHOOL DISTRICT

Jason Messer



Superintendent (Acting)

October 7, 2008

Date

Manteca Unified School District
District

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The following school district agrees to participate in the School Crisis Response Mutual Aid, Memorandum of Understanding:

SCHOOL DISTRICT

Joanne Owen
Superintendent

8/27/08
Date

New Hope Elementary
District

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Superintendent

SCHOOL DISTRICT

10/7/8
Date

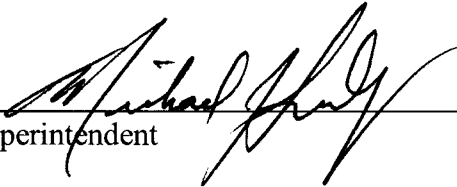
New Jerusalem
District

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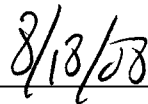
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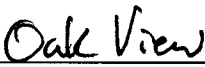
SCHOOL DISTRICT



Superintendent



Date



District

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The following school district agrees to participate in the School Crisis Response Mutual Aid, Memorandum of Understanding:

SCHOOL DISTRICT

Louise Bennuff - Nae
Superintendent

9/17/08
Date

Ripon USD
District

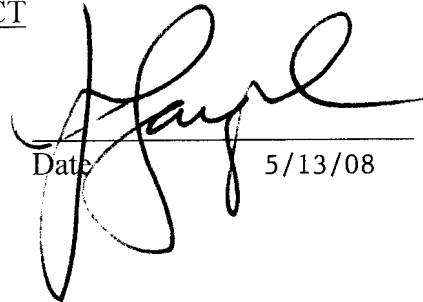
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The following school district agrees to participate in the School Crisis Response Mutual Aid, Memorandum of Understanding:

SCHOOL DISTRICT

Jack McLaughlin
Superintendent


Date 5/13/08

Stockton Unified School District
District

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The following school district agrees to participate in the School Crisis Response Mutual Aid, Memorandum of Understanding:

SCHOOL DISTRICT

James Franco
Superintendent

9-17-08
Date

T. U. S. D.
District