South Fayette Elementary School

3620 Old Oakdale Road • McDonald, PA 15057-2580 Phone 412-221-4542 • Fax 724-693-2762 www.southfayette.org

Laurie Gray, M.Ed. Elementary Principal gray@southfayette.org

Mr. Scott Ser, Assistant Superintendent Chartiers School District 2030 Swallow Hit Road Pittsburgh, PA 15220

Tyler J. Geist, M.Ed.

Elementary Associate Principal
tjgeist@southfayette.org

December 18, 2020

To Whom It May Concern:

My name is Tyler Geist, and I am an administrator within the South Fayette School District. In my capacity as Co-Director of School Safety, I am reaching out to you to update our Memorandum of Understanding (MOU) with your district. The original copy of our MOU, which is included in this correspondence, was approved by our Board of School Directors on November 24, 2020.

At this point, we would like the appropriate members of your district to review the MOU, submit it to your School Board for formal approval, and have your Board President sign it. Prior to sending it back to me, please make a copy of the original for your records. Again, we would like the original copy mailed back to us at the following address:

Tyler Geist South Fayette Elementary School 3620 Old Oakdale Road McDonald, PA 15057

Please reach out to me using the telephone numbers listed below or via email (tigeist@southfayette.org) if you have questions or wish to discuss this further.

Sincerely,

Tyler J. Geist

Associate Principal

South Fayette Elementary School Office: (412) 221-4542 x337

The Palisi (\$5.70) \$5.90 miles (\$5.00) District, in partnership with the community, is to cultivate academic, artistic and athletic excellence by instilling a spirit of collaboration and communication to develop confident ethical and responsible leaders.

EMERGENCY EVACUATION COOPERATION AGREEMENT

THIS AGREEMENT entered into this 24th day of MOVEMBER, 2020, by and between SOUTH FAYETTE TOWNSHIP SCHOOL DISTRICT, a Pennsylvania public school district duly created pursuant to the Public School Code of 1949, as amended, having its principal place of business situate at 3680 Old Oakdale Road, McDonald, Pennsylvania 15057 (hereinafter referred to as "South Fayette"),

AND

THIS AGREEMENT entered into by and between CHARTIERS VALLEY SCHOOL DISTRICT, a Pennsylvania public school district duly created pursuant to the Public School Code of 1949, as amended, having its principal place of business situate at 2030 Swallow Hill Road, Pittsburgh, Pennsylvania 15220 (hereinafter referred to as "Chartiers Valley"),

WITNESSETH:

WHEREAS, the above named school districts are aware of incidents and crisis situations occurring in educational facilities in recent years giving rise to concern about school safety; and

WHEREAS, the above named school districts wish to provide for the safe evacuation and housing of their respective students and staff in the event of such crisis, disaster or other circumstance necessitating removal of students and staff from the various facilities operated by the parties; and

WHEREAS, each of the above named school districts wish to assist the other in providing for the temporary housing of students and staff at the unaffected school district's facilities if needed, in the event the other school district must evacuate some or all of its students and/or staff; and

WHEREAS, the above named parties wish to enter into this Emergency Evacuation Cooperation Agreement in order to establish the terms and conditions under which such services will be provided.

NOW THEREFORE, in consideration of the above premises and the terms and conditions contained herein, the parties hereto agree as follows:

1. In the event an emergency, disaster or crisis situation should occur causing either party to evacuate students and/or staff from some or all of its facilities, and the evacuated students and/or staff cannot be temporarily housed at another facility owned and operated by or otherwise available to the affected school district, the unaffected school district will provide temporarily house evacuated students and/or staff until such time as the evacuated individuals can be reunited with family members and removed from the site. In the event any

of the evacuated students and staff cannot be reunited with their families on the day of the evacuation, the unaffected school district agrees to continue to provide temporary shelter until such time as other procedures can be implemented and which include the removal of students and staff.

- 2. The parties agree that the space to be utilized to temporarily house evacuated students and staff will include areas normally accessed by students such as, but not limited to, auditoriums, gymnasiums, cafeterias, large group instruction rooms, classrooms and athletic stadiums (weather permitting).
- The evacuated school district shall make every attempt to provide transportation from its facilities to the receiving facility designated by the unaffected school district for that purpose. In the event the evacuated school district is unable to provide such transportation, the receiving school district will provide any transportation that is then available.
- 4. The parties agree that the school district that temporarily houses the evacuated students and staff of the affected school district will be reimbursed by the school district that evacuated its facilities the reasonable costs of services and materials provided to the evacuated students and staff limited to the following: food, beverage, nursing services, security services, utilities, custodial/maintenance services, transportation services and administrative services.
- 5. The parties shall indemnify and hold each other harmless from and against any and all liability, damages, costs and expenses from causes of action, suits, claims, demands and judgments of any nature whatsoever caused by or arising out of or in connection with the use or occupancy of the facilities or transportation by the evacuated school district, provided, however, that any damage to the receiving school's facilities, property or transportation vehicles caused by the use of the evacuated school district's students or staff will be the responsibility of the evacuated school district.
- 6. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 7. No change or modification of this Agreement shall be valid unless the same is mutually agreed to by the parties in writing and executed by all parties.
- 8. This Agreement shall be binding and inure to the benefit of the parties hereto, their respective successors and assigns.
- 9. Neither party can assign this Agreement without the expressed written approval of the other party.

- 10. This Agreement shall take effect on the date the final party approves and signs the Agreement.
- 11. This Agreement will be subject to review and will terminate automatically three (3) years from the date of final approval unless the parties mutually agree to a renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective day and year indicated below.

| ATTEST: | SOUTH FAYETTE TOWNSHIP SCHOOL DISTRICT |
|---------------------------|--|
| Secretary Heisler | Sem Jonul President |
| ATTEST: | CHARTIERS VALLEY SCHOOL DISTRICT |
| Secretary, Kimberly Borza | President, Darren Mariano |