

AGREEMENT BETWEEN
CAMPBELL UNION SCHOOL DISTRICT
AND
SANTA CLARA VALLEY CHAPTER, AMERICAN RED CROSS

STATEMENT OF AGREEMENT CONCERNING THE USE OF SCHOOL FACILITIES AS MASS CARE SHELTERS BY THE SANTA CLARA VALLEY CHAPTER, AMERICAN RED CROSS.

This agreement is made and entered into between the governing board of the Campbell Union School District of Santa Clara County, California, hereinafter referred to as District, and the SANTA CLARA VALLEY CHAPTER OF AMERICAN RED CROSS, hereinafter referred to as RED CROSS.

RECITALS

Pursuant to the terms of Federal statutes, the RED CROSS conducts relief and rehabilitation activities on behalf of individual and family victims of natural disasters.

Pursuant to the California Education Code Section 40041.5, the DISTRICT is required to permit RED CROSS use of its school property and equipment for mass care shelters required by the RED CROSS in the conduct of its disaster relief activities and the DISTRICT shall cooperate with the RED CROSS for the aforesaid use.

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. The DISTRICT agrees that, after meeting its responsibilities to pupils, it will permit, to the extent of its ability, and upon request by RED CROSS, the use of its physical facilities by RED CROSS as mass care shelters for the victims of disasters.
2. RED CROSS agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse the DISTRICT for any DISTRICT food or supplies that may be used by RED CROSS in the conduct of its relief activities in said mass shelters.

AGREEMENT BETWEEN CUSD
AND AMERICAN RED CROSS


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3. Red Cross shall hold harmless and indemnify the District, its officers, agents, Board members and employees from and against any and all actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorney's fees, which may arise as the result of performing the work under this Agreement, caused in whole or in part by any act or omission of Red Cross or anyone directly or indirectly employed by Red Cross.

4. This memorandum of understanding shall remain in full force and effect for four (4) years after the date of its complete execution, and shall be automatically renewed for additional four (4) year terms thereafter, unless either party provides written notice of nonrenewal to the other party at least ninety (90) days in advance of any renewal date. This memorandum may be terminated by either party when delivery to the other party of a written statement of intent to terminate, at least ninety (90) days in advance of the termination date.


IN WITNESS WHEREOF the governing board of the DISTRICT has caused this agreement to be executed by an officer of the governing board, and the RED CROSS has caused this agreement to be executed by the chairman of its Board of Directors or Center Chief Executive Officer. Said agreement to become effective and operative upon the affixing of the last signature hereto.

12/28/01
Date



Scott Kender,
Executive Director
Santa Clara Valley Chapter
American Red Cross

9-7-95
Date



Marcia Plumleigh, Ph.D.
Superintendent
Campbell Union School District

Agreement approved by CUSD Governing Board, September 7, 1995



Campbell Union School District

Marcia Plumleigh, Ph.D.
Superintendent

September 8, 1995

Rex C. Painter, Director
Emergency Services
American Red Cross
Santa Clara Valley Chapter
2731 N. First Street
San Jose, CA 95134

Dear Mr. Painter,

The signed agreement for use of Campbell Union School District facilities as mass care shelters is enclosed. Please note that clause 3 has been revised. At the request of a Board member, I contacted our legal counsel, Kay & Stevens, and they provided revised language which was acceptable to the Governing Board.

Attorney Lori Pegg, Kay & Stevens, provided the revised language. If you have any questions, please feel free to contact her at 1-800-900-2672.

Please return a fully executed copy for our files.

Sincerely,


Janeen E. Cassidy
Assistant to
Superintendent

Governing Board

Lois Adams

Leon Beauchman

Marilyn Bird

Mary Perry

John Snelham

155 North Third Street, Campbell, California 95008, (408) 364-4200 FAX (408) 378-4665



Campbell Union School District

Marcia Plumleigh, Ph.D.
Superintendent

November 17, 1995

Scott L. Render
Executive Director

Rex Painter
Director of Emergency Services

American Red Cross
Santa Clara Valley Chapter
2731 N. First Street
San Jose, CA 95134

Re: Campbell Union School District Agreement

Dear Mr. Render & Mr. Painter,

I am writing in response to the letter of November 8, 1995 from Rex Painter (see Attachment #1) stating that you have not received information from Campbell Union School District.

On September 8, 1995, the District sent a signed Agreement, and completed Facility Information forms, with a cover letter indicating that clause 3 had been revised to address concerns about the hold harmless language (see Attachment #2). The Campbell Union School District Governing Board would not approve the Agreement provided by the Red Cross without the revision.

On September 21, Rex Painter contacted my assistant, Janeen Cassidy, and informed her the Red Cross is not willing to make any changes to the Red Cross agreement and, therefore, the agreement as approved by the District Governing Board was unacceptable.

On October 5, 1995, I wrote a letter to Scott Render (Attachment #3) restating the District's position regarding the Red Cross Agreement, i.e., the Board will not approve the Agreement provided by Red Cross without the revision. The District will comply with state and federal law and allow the Red Cross to use the District's school property and equipment under state and federal standards.

Very truly yours,

Marcia Plumleigh, Ph.D.
Superintendent

Attachments (3)

Governing Board

Lois Adams

Leon Beauchman

Marilyn Bird

Mary Perry

John Snelham

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