**TEMPLATE**

**SCHOOL DISTRICT
Memorandum of Understanding**

NOTICE: This template is to be used as a **SAMPLE.** It is important to create all emergency planning documents to meet the specific hazards and needs of your school district. This document should be used as an example. It is intended to demonstrate the language, structure, and content of a Memorandum of Understanding for reference purposes and as a job aid.

**MEMORANDUM OF UNDERSTANDING**

This Agreement is made and entered into by and between **\_\_\_\_\_\_\_\_\_\_** and **\_\_\_\_\_\_\_\_\_\_**.

**R E C I T A L S**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ desires to enter into a Memorandum of Understanding with \_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_ desire to enter into a Memorandum of Understanding to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_ finds that entering in to such a Memorandum of Understanding with \_\_\_\_\_\_\_\_\_\_ serves a public purpose and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

.

**NOW, THEREFORE, \_\_\_\_\_\_\_\_\_\_** and \_\_\_\_\_\_\_\_\_\_ in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**T E R M S:**

1. **Organization**
2. **Recognition**

\_\_\_\_\_ISD recognizes that \_\_\_\_\_\_\_\_\_\_ is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_ recognizes \_\_\_\_\_\_\_\_\_\_ISD’s duty is to help prepare, safeguard, and protect the citizens and property of \_\_\_\_\_\_\_\_\_\_ ISD from the effects of disasters through effective planning, preparation, response, and recovery activities.

1. **Principles of Cooperation**

So that communications resources of \_\_\_\_\_\_\_\_\_\_ may be coordinated and utilized to the fullest advantage during disasters, emergencies, and public-service related situations, and to the extent permitted or required by law and regulation, \_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_ ISD have agreed that each organization will:

* 1. Encourage on-going liaison with the other, urging members of both organizations to develop increasingly effective communications and cooperation.
	2. Work with each other for developing emergency plans, training exercises, and a heightened state of preparedness.
	3. Work with each other in times of disaster or emergency to meet the needs of the district.
	4. Work within its own lines of authority and respect the lines of authority of the other.
	5. Strive to distribute copies of and publicize this agreement through channels to its own members, and to other organizations, both public and private, which may have an active interest in disaster relief.
	6. Work with local law enforcement agencies to establish a mutually acceptable means of identification for volunteers providing services hereunder with the goal of developing an identification that local law enforcement agencies will honor during disasters and emergencies.
	7. Understand that this Agreement is not exclusive and any signee to this document may enter into similar local agreements with other disaster assistance-related agencies/organizations.
	8. The \_\_\_\_\_ISD will not incur nor reimburse any expenses pertaining to this agreement or the parties involved.
	9. Acknowledge that each Party intends that transportation, food, housing, and any expense incurred by either Party shall be the responsibility of the Party that incurs the expense.
	10. Acknowledge that each Party intends to supply the best-that-can-be-applied accommodations and necessities during activation but agree that such may not be the priority during activation and such cannot be assured...
1. **Implementation**

This memorandum shall take effect upon its signing by authorized representatives of \_\_\_\_\_\_\_\_\_\_ and representatives of \_\_\_\_\_ ISD and be valid for a period of five years.

This memorandum may be amended by mutual agreement of both parties, and it is understood by both parties that at any time this Memorandum of Understanding may be terminated by written notification from either party to the other.

Six months prior to termination, the parties shall meet to review the progress and success of the Memorandum of Understanding and determine whether it shall be extended for an additional five years. In no event shall any single extension of this Memorandum of Understanding be for a term exceeding five years.

1. **Miscellaneous**
	1. **Powers** — This Memorandum of Understanding does not create a partnership or a joint venture, and neither Party has the authority of bind the other.
	2. **Limitation of Liability** – \_\_\_\_\_\_\_\_\_\_ understands and agrees that \_\_\_\_\_ ISD has certified no funds under this Agreement, and \_\_\_\_\_\_\_\_\_\_ shall have no cause of action whatsoever for money against \_\_\_\_\_ ISD under this Agreement irrespective of the nature thereof. \_\_\_\_\_\_\_\_\_\_’s sole remedy for breach of any provision of this Agreement is termination.
	3. **Venue** - Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in \_\_\_\_\_ County, Texas.

**IN WITNESS WHEREOF**, this instrument has been executed on behalf of \_\_\_\_\_\_\_\_\_\_ by a duly authorized representative of Same, and on behalf of \_\_\_\_\_\_\_\_\_\_ by an authorized representative of Same.

**PARTNER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARTNER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_