**MEMORANDUM OF UNDERSTANDING**

Between

[School Division] and [Reunification Site]

Regarding:

Use of Facilities for an Off-Site Reunification Site

This Agreement is made and entered into by and between [School Division] and [Reunification Site].

##### ORGANIZATIONS

[School Division]

[School Division] is a public school district that serves over [enrollment] students in grades pre‑K–12. As part of its commitment to the safety and security of all [School Division] staff, students, and families, the division develops, maintains, and tests a variety of emergency procedures to be prepared for the emergencies the division may encounter. An important aspect of this planning is the identification of off-site (non-division property) evacuation and reunification sites.

Reunification is the critical process that schools use to reunite children with their caregivers in a safe and efficient way. In the instance that [School Division] cannot use the impacted building(s) or other division property to reunite children with their caregivers, the division will look to off-site reunification locations in the immediate area.

[Reunification Site]

The [Reunification Site] is located at [address or description]. The [Reunification Site] is committed to supporting the community, including [School Division], in times of need and will make its facility available at the address listed above in line with the assumptions, processes, and terms outlined below.

##### TERMS AND ASSUMPTIONS OF THE AGREEMENT

[School Division] desires to enter into a Memorandum of Understanding with the [Reunification Site] to serve as an off-site reunification location should [School Division] need to relocate students, staff, and visitors following an emergency that greatly impacts the use of its facilities to ensure students are reunited with their families.

[School Division] and the [Reunification Site] desire to enter this Memorandum of Understanding to establish a framework of cooperation and a working relationship that would assist in facilitating the use of this site as a reunification location to ensure that all impacted students are safely reunited with their families following an emergency in one or more of the division’s facilities.

Now, therefore, [School Division] and the [Reunification Site], in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

1. Should [School Division] need to act on this MOU, it will require space for upward of approximately [estimated number] students.
2. [School Division] staff would be responsible for setting up and facilitating the transport, care, and successful reunification of all [School Division] students.
3. [School Division] has an established reunification procedure that will be followed, including trained staff that will facilitate this process.
4. [School Division] will work with local law enforcement to ensure security during transport and once the students are on the premises.
5. [School Division] will, as soon as possible, notify the designated point of contact for [Reunification Site], should the off-site reunification area be needed for use.
6. [School Division] will continuously coordinate with [Reunification Site] during any use of their facility.
7. [Reunification Site] staff would be responsible for making the facilities on the property accessible and suitable for [School Division]’s use.
8. [School Division] would, at minimum, require a space to securely house all students, as well as a designated area for parents/guardians to check in and an area where students and parents/guardians can be reunited. Additional rooms may be needed depending on the situation.
9. [Reunification Site] should expect that a large volume of vehicle traffic will be likely, given the number of students.
10. [School Division] would make every effort to ensure that the facility is returned to its previous state following any use.

In an ongoing effort to ensure the success of the agreement, both parties agree to the following:

* + Encourage ongoing liaison with the other.
  + Work with each other to develop emergency plans, training exercises, and a state of preparedness.
  + Work with each other in times of disaster or emergency to meet the needs of the division and community.
  + Work within its own lines of authority and respect the lines of authority of the other.
  + 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.
  + [School Division] will not incur nor reimburse any expenses pertaining to this agreement or the parties involved.
  + 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.
  + 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, as such, cannot be assured.

##### IMPLEMENTATION

This memorandum shall take effect upon its signing by authorized representatives of [School Division] and representatives of the [Reunification Site] and be valid for a period of three 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 three years. In no event shall any single extension of this Memorandum of Understanding be for a term exceeding three years.

##### MISCELLANEOUS

**Powers**: This Memorandum of Understanding does not create a partnership or a joint venture, and neither Party has the authority to bind the other.

**Release**: [School Division] hereby releases, acquits, and forever discharges the [Reunification Site] and all of its affiliates (collectively, the “Released Parties”) of, from, and with respect to any and all liability arising from any and all obligations, causes of action, suits, promises, agreements, losses, damages, charges, expenses, challenges, contests, liabilities, costs, claims, and demands of whatsoever nature, known or unknown, which may ever accrue in the future to [School Division] in connection with their use of the [Reunification Site]. [School Division] further indemnifies the [Reunification Site] for all obligations, causes of action, suits, promises, agreements, losses, damages, charges, expenses, challenges, contests, liabilities, costs, claims, and demands of whatsoever nature, known or unknown, which may arise out of this Memorandum of Understanding.

IN WITNESS WHEREOF, this agreement has been executed on behalf of the [School Division] by a duly authorized representative and on behalf of the [Reunification Site] by an authorized representative.

[School Division]

By:

Print name:

Signature:

Title:

Date:

[Reunification Site]

By:

Print name:

Signature:

Title:

Date: