

**MEMORANDUM OF UNDERSTANDING
AMONG THE PASCO, PINELLAS, SARASOTA, DESOTO, HARDEE,
HILLSBOROUGH, CHARLOTTE, POLK, AND MANATEE
COUNTY SCHOOL BOARDS**

This MEMORANDUM OF UNDERSTANDING is entered into on the dates listed below, by and between the SCHOOL BOARD OF PASCO COUNTY, FLORIDA, the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, the SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, the SCHOOL BOARD OF DESOTO COUNTY, FLORIDA, the SCHOOL BOARD OF HARDEE COUNTY, FLORIDA, the SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA, the SCHOOL BOARD OF CHARLOTTE COUNTY, FLORIDA, the SCHOOL BOARD OF POLK COUNTY, FLORIDA, and the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, hereinafter referred to individually as the “Participating Party” and collectively as the Regional Student Services Collaborative.

WHEREAS, the State Emergency Management Act (F.S. § 252.31 et. seq.) recognizes that the State of Florida is vulnerable to natural disasters and other emergency situations and requires, among other things, that during the course of a declared state or local emergency, district school boards throughout the state must participate in emergency management by providing facilities, personnel and transportation as needed for shelter and evacuation purposes; and

WHEREAS, during the recovery phase of any natural disaster or emergency, the mental health needs of staff and students affected by the disaster may be greater than any Participating Party may be able to meet with existing resources. As mental health needs of a school district are best served by student services professionals (i.e., school social worker, school psychologists, guidance counselors, and school health nurses), assistance from student services staff from other districts is deemed crucial to the recovery process, and

WHEREAS, the purpose of this Memorandum of Understanding and the creation of the Regional Student Services Collaborative, is to coordinate assistance between and among the Participating Parties to provide resources for student support services as schools reopen during the recovery phase of a natural disaster or other emergency and to facilitate the timely reimbursement of costs incurred by the Participating Party which renders assistance.

NOW THEREFORE, the Participating Parties agree to memorialize their goals and understanding as follows:

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

- Each Participating Party is assured that in the event of a natural disaster or other emergency situation, sufficient resources in the student support services area will be available to assist in recovery.
- Each Participating Party is assured that the school social workers, psychologists, guidance counselors, nurses and other personnel are qualified, trained, and have obtained all necessary certifications from the Department of Education and any federal, state or local emergency management organization as may be necessary to fulfill their responsibilities.
- Each Participating Party is assured that the personnel assisting in the recovery efforts are properly screened and otherwise comply with the requirements of F.S. § 1012. 465.
- Each Participating Party is assured, by virtue of the regional nature of this Memorandum of Understanding that the resources can be delivered in a timely fashion.
- Each Participating Party is assured that the recovery efforts will be coordinated and organized without unnecessary duplication.

B. EACH PARTICIPATING PARTY SHALL:

- Identify a contact person and alternates who will coordinate any response from their district
- Maintain a description of the personnel, supplies and services it has available including a description of the qualifications of the personnel
- Provide an estimate of the time it will take to deliver the personnel, supplies and services

- Participate in the planning and preparation effort to effectively respond to the crisis situation
- Participate in a pre-response assessment
- Provide personnel that are school district employees and have DOE certification or private licensure as a student services professional as determined through the initial pre-response assessment and on-site reassessments
- Confirm that all personnel provided to the impacted District, have completed formal crisis training as well as NIMS (FEMA course IS700) and ICS (FEMA course IS100) training
- Provide a copy of this Memorandum of Understanding to its county Emergency Operations Center (EOC)
- Notify local EOC upon deployment of personnel
- Provide all necessary documentation to facilitate the reimbursement and
- allocation of costs and expenses associated with the recovery efforts

C. THE IMPACTED DISTRICT SHALL:

- Notify local EOC of request for assistance from the Regional Student Services Collaborative
- To the extent practicable, provide a description of the types of personnel, supplies and services with an estimate of the time each will be needed
- Request assistance from the contact person in other districts
- Provide a finance officer to maintain records for possible FEMA reimbursement
- Coordinate assignments, food and lodging for responding teams

D. RELATIONSHIP OF PARTICIPATING PARTIES

Each Participating Party which renders assistance pursuant to this Memorandum of Understanding stands in the relation of an independent contractor to all other parties and shall

not be deemed to be an agent of any other Participating Party. Nothing in this Memorandum of Understanding shall be construed to waive any immunity the Participating Party may have in any judicial or quasi judicial proceeding. Nothing herein shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties and nothing herein shall relieve any Participating Party from liability for its own conduct and that of its employees.

E. NATURE OF AGREEMENT

This Memorandum of Understanding is not intended to be a legally binding document. It is meant to describe the nature of the parties' understanding and to suggest the guidelines of the cooperation described above. Nothing herein shall diminish the full autonomy of each Participating Party nor will any constraints be imposed by any Participating Party upon the other in carrying out this agreement. The Memorandum of Understanding shall become effective on the day that authorized representatives of each Participating Party execute this agreement and will remain effective until terminated. It is understood that any Participating Party may terminate its participation hereunder at any time without affecting the terms of the Memorandum of Understanding on the remaining parties hereto. However, it is assumed that a Participating Party would only terminate its involvement after mutual consultation with the other Participating Parties in order to avoid any possible inconvenience to the others.

F. COUNTERPARTS AND RIGHTS

This Memorandum of Understanding may be signed in counterparts, which together shall constitute one agreement. If this Memorandum of Understanding is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this document. The person signing on behalf of each party represents that he or she has the right and power to execute this Memorandum of Understanding.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Date: _____

SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Chairperson

Date: _____

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

Chairperson

Date: _____

THE SCHOOL BOARD OF SARASOTA COUNTY,
FLORIDA

Approved for Legal Content
May 2, 2007, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

Chairperson

Date: _____

SCHOOL BOARD OF DESOTO COUNTY, FLORIDA

Chairperson

Date: _____

SCHOOL BOARD OF HARDEE COUNTY, FLORIDA

Chairperson

Date: _____

SCHOOL BOARD OF HILLSBOROUGH COUNTY,
FLORIDA

Chairperson

Date: _____

SCHOOL BOARD OF CHARLOTTE COUNTY,
FLORIDA

Chairperson

Date: _____

SCHOOL BOARD OF POLK COUNTY, FLORIDA

Chairperson

Date: _____

SCHOOL BOARD OF MANATEE COUNTY,
FLORIDA

Chairperson