**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS**

**AND**

**{INSERT AGENCY NAME}**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of {Insert Date}, between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT and {Insert Agency Name}, referred to as {i.e. DISTRICT/AGENCY/COUNTY etc.}, wish to provide services as described in the attached SCOPE OF SERVICES.

ACCORDINGLY, IT IS AGREED:

1. TERM: This MOU shall become effective as of {Insert Date} and shall expire on {Insert Date}.
2. SERVICES: The parties shall each be responsible for the items listed in the attached SCOPE OF SERVICES.
3. INDEMNIFICATION: SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees under this MOU. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this MOU, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exits by reason of this MOU, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring under this MOU or any extension of this MOU.
4. TERMINATION: Either party may terminate this MOU without cause by giving thirty (30) written notice to the other party.

THE PARTIES, having read and considered the above provisions, indicate their acceptance of this Memorandum of Understanding by their authorized signatures below.

|  |  |
| --- | --- |
| DISTRICT:  {Insert Name/Title of  Authorized Signer}  {Insert Address} | SUPERINTENDENT  Tim A. Hire  Superintendent of Schools  Tulare County Office of Education  P.O. Box 5091  Visalia CA 93278-5091 |

|  |  |
| --- | --- |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | Date: |

TCOE Program Information

Contact Person & Phone #:

Please return an original copy to: Tulare County Office of Education

Attn: Internal Business Services Secretary

PO Box 5091

Visalia, CA 93278-5091

**SCOPE OF SERVICES**

1. RESPONSIBILITY OF SUPERINTENDENT:
   1. {insert list}
2. RESPONSIBILITY OF DISTRICT:
   1. {insert list}