

**MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID "MOU"
BETWEEN MIAMI UNIVERSITY MIDDLETOWN AND
MIDDLETOWN CITY SCHOOL DISTRICT**

A. Introduction

Miami University-Middletown [hereinafter MU-Middletown] and Middletown City School District-High School [hereinafter Middletown HS] are each susceptible to disasters, both natural and man-made, that would necessitate evacuation from their respective facilities.

B. Purpose

This Memorandum of Understanding (MOU) is a voluntary agreement between MU-Middletown and Middletown HS to provide evacuation spaces if possible for the campus communities at both MU-Middletown and Middletown HS in the case of a disaster at either location.

C. Evacuation

MU-Middletown agrees that after meeting its responsibilities to its faculty, staff and students it will permit, to the extent of its ability and upon request of Middletown HS, the use of its physical facilities at the MU-Middletown campus by Middletown HS for a temporary evacuation site in the event of a disaster necessitating the evacuation of Middletown HS.

Middletown HS agrees that it shall exercise reasonable care in the supervision, care and control of its students, faculty and staff during any evacuation, and shall to the maximum extent permitted by the Constitution and laws of the State of Ohio, bear full legal and financial responsibility for the use of the MU-Middletown Campus as an evacuation site. Middletown HS agrees to replace or reimburse MU-Middletown for any supplies or materials that may be used, damaged or destroyed by Middletown HS in its use of the MU-Middletown Campus as an evacuation site.

Middletown HS agrees that after meeting its responsibilities to its faculty, staff and students it will permit, to the extent of its ability and upon request of the MU-Middletown Campus, the use of its physical facilities at Middletown HS by MU-Middletown for a temporary evacuation site in the event of a disaster necessitating the evacuation of MU-Middletown.

MU-Middletown agrees that it shall exercise reasonable care in the supervision, care and control of its students, faculty and staff during any evacuation, and shall to the maximum extent permitted by the Constitution and laws of the State of Ohio, bear full legal and financial responsibility for the use of the Middletown HS facility as an evacuation site. MU-Middletown agrees to replace or reimburse Middletown HS for any supplies or materials that may be used, damaged or destroyed by MU-Middletown in its use of Middletown HS as an evacuation site.

Each party represents that it is knowledgeable about and has inspected the physical facilities of the other party. The parties expressly acknowledge that this Agreement is to provide physical space for the temporary location of faculty, staff and students in the event of evacuation; that it is not intended to provide transportation services to the evacuation site, space, personnel or supplies for instructional activities or for overnight accommodations. The parties acknowledge that this Agreement does not include any obligation to provide food or beverage services or medical or psychological care at the evacuation site.

Each party shall maintain general liability insurance that covers its evacuation activities as contemplated by this Agreement. In no event shall the parties be liable in damages to the other party hereto or to the other party's students, faculty or staff for failure to provide evacuation space, render assistance, lack of speed in providing evacuation space or rendering assistance, for any inadequacy or negligence in providing evacuation space or assistance or for any cause whatsoever arising out of this Agreement.

D. Communication

In the event of a disaster, the Dean's Office from MU-Middletown and the Superintendent's Office from Middletown HS will initiate contact with one another any time a disaster requiring evacuation of MU-Middletown or Middletown HS occurs.

E. Media Relations and Release of Information

Both MU-Middletown and Middletown HS agree that the Joint Information Center [hereinafter JIC] will be the primary source of information for the media related to the disaster or emergency situation. If a JIC has not been established, the Dean and the Superintendent or their Public Information Officers will be the primary source of media information and that the institution that is being evacuated will take the lead in communicating with the media.

F. Term and Termination

The term of this MOU is for three years commencing on February 15, 2016. Termination by either party will require a written notice from the MU-Middletown Dean or the Middletown HS Superintendent at least 30 days prior to the effective date of such termination.

G. Review and Amendment

This MOU shall be reviewed every 3 years, or upon request by MU-Middletown or Middletown HS. It may be amended by written consent of the authorized representatives of both institutions. All amendments must be in writing and signed by authorized representatives from both institutions.

Miami University:

David K. Creamer

David K. Creamer

Senior Vice President for Finance and Business Services

Middletown City School District:

[Signature]

Signature of Authorized Person

Superintendent
Title