



PREPARING STUDENTS  
**FOR LIFE**



## MEMORANDUM OF UNDERSTANDING

### **CINCINNATI CITY SCHOOL DISTRICT BETWEEN AND CITY OF CINCINNATI ON BEHALF OF THE CINCINNATI POLICE DEPARTMENT**

This Memorandum of Understanding ("MOU") between the Cincinnati City School District ("CPS" or the "District"), 2651 Burnet Avenue, Cincinnati, Ohio 45219, and the City of Cincinnati (the "City"), on behalf of the Cincinnati Police Department ("CPD" or "Partner"), located at 310 Ezzard Charles Drive, Cincinnati, Ohio 45214, is intended to provide the details and define the roles and responsibilities of each party with regard to the provision of School Resource Officers by CPD to CPS.

An SRO helps to provide a safe learning environment for teachers and students through partnerships with parents, social services agencies, and educational agencies. The parties agree it is mutually beneficial for Cincinnati Police Officers to be assigned as School Resource Officers ("SRO") to the District. CPD and CPS recognize and support the need for safe schools and a safe learning environment for all students and educators. SROs and school officials shall work in partnership to achieve this goal.

This MOU is entered into in accordance with Ohio Revised Code §3313.951, and details the responsibilities of each party to this MOU.

#### **1) DEFINITIONS**

The definitions of the following terms shall be defined as they are defined in Ohio Revised Code §3313.951, and as may be amended from time to time:

- A. Law Enforcement Agency
- B. Peace Officer
- C. SRO (also known as Youth Services Officers ("YSO") by CPD)

#### **2) TERM**

This MOU is effective as of the date of this Agreement and shall be in effect for a period of five years. After the initial period, this agreement may be renewed or extended by mutual agreement of the parties for five additional 1-year terms.

#### **3) GOALS**

- A. To provide a safe learning environment for CPS students and educators.
- B. To provide resources to CPS educators regarding school safety, conflict resolution, crisis planning, and addressing criminal activity within the schools.
- C. To foster positive relationships between CPD and CPS student and educators.
- D. Work with the schools to update school safety/emergency plans.

**4) FUNDING**

- A. The SROs shall be paid for by CPD, and CPD shall charge no fees to CPS, subject to any funding or budget cuts by City Council.
- B. CPS agrees to provide assistance to CPD should CPD desire to pursue grant funding or donations to assist with the funding for this program.

**5) ROLES & RESPONSIBILITIES OF THE PARTIES**

- A. Number and Placement of SROs. The City and CPD shall provide SROs to CPS. The number of SROs provided to CPS shall be at CPD's discretion. When the assigned SRO is unavailable, the secondary SRO assigned to the school will be detailed to the school.
- B. Background Requirements. SROs will meet the following requirements:
  - 1. Currently employed by the City as an active police officer.
  - 2. Completion of a basic training program as required by Ohio Revised Code §3313.951.
  - 3. If appointed on or after November 2, 2018, completion of a certified school resource officer training program within one (1) year of appointment as an SRO as required by Ohio Revised Code §3313.951.
- C. Professional Development. SROs shall be provided with continuing professional training as required by Ohio law.
- D. Roles and Responsibilities of the Parties.
  - 1. SROs shall adhere to the CPD Policy and Procedures.
  - 2. Generally, the working hours for the SROs are 0800–1600. Specific hours may fluctuate to allow for school schedules, athletic practices and games, and special events.
  - 3. CPS is responsible for providing CPD with an accurate school calendar for each school year, and for advising of school delays and closings for inclement weather or other reasons.
- E. Protocol for Criminal Activity versus School Discipline.
  - 1. Non-criminal violations of student conduct are the responsibility of school administrators. The District or school administrator shall have final authority regarding all matters of school discipline.
  - 2. The services performed by CPD police officers under this MOU Agreement are to respond to matters pertaining to student safety, not to enforce school discipline with respect to students. The SRO shall not be involved in any

situation that can be safely and appropriately handled by the school's internal disciplinary procedures. CPD shall be responsible for conducting use of force investigations involving the SROs.

3. Incidents involving public order offenses committed by students, including but not limited to disorderly conduct, disturbance/disruption of schools or public assembly, loitering, trespass, profanity, dress code violations and fighting that do not involve physical injury or a weapon shall be considered school discipline issues to be handled by school officials. CPD police officers shall only become involved in the above listed situations when necessary to protect the physical safety of students or school personnel.

**F. School Safety/Crisis Plan and School Safety (Lockdown) Drills.**

1. The SRO will assist CPS and the assigned school with developing and updating their assigned school's safety plan.
2. The SRO will act as a resource for CPS educators regarding implementation of the school safety plan and provide information regarding current approached to school safety.
3. The SRO will confer with the principal or person in charge of each District school, private school, or educational institution to determine dates and times to carry out school safety drills.
4. The SRO shall be present during the execution of all school safety drills conducted at their assigned schools, and will coordinate participation with other safety personnel as needed.
5. The SRO will observe all possible hazards to student and staff safety and propose operating changes.
6. The SRO will encourage the principal or person in charge of each school to record violations of the school's safety drill procedure. The principal or person in charge should provide written notification of any violation to the classroom teacher/staff member and note the proper course of action which should be completed.

**6) INDEPENDENT CONTRACTOR**

It is understood by all parties that the SROs are employees of the City within the CPD, and that the relationship between the City and County is that of an independent contractor. Nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of CPS, nor shall any such person be entitled to any benefits available or granted to employees of CPS.

**7) INFORMATION SHARING AND CONFIDENTIALITY**

- A. Parties acknowledge and agree that student records, maintained by either party, are confidential pursuant to federal and Ohio law.
- B. The parties acknowledge that they are subject to the requirements of the Ohio Public Records Act, Ohio Revised Code §149.43. In the event CPS or CPD receives a public records request for confidential information, the receiving party

will provide prompt notice to the non-receiving party of the request. The non-receiving party shall have 5 business days to respond by either accommodating the request of pursuing legal remedies at its own expense to stop the release of the requested information.

- C. CPD shall inform the school principal and or staff as to how CPD will handle or address sensitive information including abuse allegations, child neglect, drug and alcohol abuse, criminal activity, and threats to self or others. All such communication is to be shared in accordance with applicable law to protect student safety and confidentiality. When handling allegations of abuse or neglect, or when the SRO has reasonable cause to suspect abuse or neglect, CPD shall notify all appropriate authorities including, but not limited to, Hamilton County Job and Family Services (241-KIDS) and school principal or staff.

## 8) MISCELLANEOUS

### A. Notice

All notices required by the MOU shall be sent via certified mail, courier, first class postage, or e-mail to:

CPD: Chief Eliot Isaac  
310 Ezzard Charles Drive  
Cincinnati, OH 45214

CPS: Catherine Laura Mitchell  
2651 Burnet Avenue  
Cincinnati, OH 45219

### B. Choice of Law and Venue

This MOU shall be interpreted, enforced, and governed according to the laws of the State of Ohio. Both CPS and CPD submit to the jurisdiction of the state and federal courts of Hamilton County, Ohio for any action or proceeding regarding this MOU.

### C. Severance

If any portion of this MOU is invalid or inoperative under the applicable governing law, the remaining portions shall remain in full force and effect.

### D. Modification

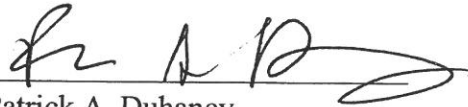
This MOU may only be modified by a written agreement signed by CPS and CPD.

E. Termination

This MOU may be terminated by either Party with thirty (30) days prior written notice.


**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates reflected below.

**CITY OF CINCINNATI**


By:   
Patrick A. Duhaney  
City Manager

Date: 11/19/2019

**CINCINNATI CITY SCHOOL DISTRICT**


By:   
Catherine Laura Mitchell  
Superintendent

Date: 11-4, 2019

By:   
Carolyn Jones  
Board President

Date: 11/4, 2019

**RECOMMENDED BY:**

  
Colonel Eliot K. Isaac, Police Chief

**APPROVED AS TO FORM:**

  
Assistant City Solicitor