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A REPORT FROM THE COUNCIL OF PRESIDENTS
IN COLLABORATION WITH THE
STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES &
THE INDEPENDENT COLLEGES OF WASHINGTON

REPRESENTING
WASHINGTON'S
PUBLIC
BACCALAUREATE
INSTITUTIONS

MEMORANDA OF UNDERSTANDING:
INSTITUTIONS OF HIGHER EDUCATION &
LOCAL LAW ENFORCEMENT

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The Council of Presidents (COP) is an association of Washington’s six public baccalaureate degree granting college and universities. Located in Olympia, Washington, COP strives to be a common voice for the public baccalaureate sector and the most respected and trusted resource for decision makers on issues affecting public higher education. COP serves a coordinating role for a number of initiatives and activities common to the public baccalaureate institutions, fostering coordination and collaboration among the public baccalaureates as well as with other educational partners, both in Washington and nationally.

This report is also available online at <http://www.councilofpresidents.org>

INTRODUCTION

Leaders of both colleges and universities and local law enforcement agencies maintain critical roles in efforts to prevent and respond to incidents of sexual violence on college campuses, both nationwide and in Washington. A memorandum of understanding (MOU) between the institutions of higher education and local law enforcement can play a key role in the success of those efforts. As [stated](#) by the Attorney General of Ohio, “The purpose of the MOU is to set forth the respective roles of each party and to memorialize their agreement as to each party’s responsibilities and shared collaborative efforts in responding to reports of campus sexual assaults. The process of developing an MOU fosters open communication among the parties and helps to build relationships necessary to create a successful strategy to reduce sexual assaults and other crimes of violence. These partnerships are also vital in efforts to change the culture and restore trust and confidence among victims, the accused, families, and the public in how our institutions of higher education and the criminal justice system respond to these crimes.”

STATE ACTION

In 2015 Washington state policymakers enacted [Senate Bill \(SB\) 5518](#). Among its provisions, the legislation contained a specific directive to the major postsecondary educational sectors concerning MOUs:

“The State Board for Community and Technical Colleges, the Council of Presidents, and Independent Colleges of Washington shall submit reports to the governor and the legislature’s higher education committees by July 1, 2016, on steps taken by their institutions to enter into memoranda of understanding with local law enforcement that set forth each party’s respective roles and responsibilities related to the prevention and response to sexual assault.”

This report, submitted by the Council of Presidents (COP) in collaboration with the State Board for Community and Technical Colleges (SBCTC) and the Independent Colleges of Washington (ICW), summarizes the efforts of Washington’s public and private colleges and universities thus far, as well as next steps moving forward.

FEDERAL ACTION

In April 2014, the [first report](#) of the White House Task Force to Protect Students from Sexual Assault promised schools a sample MOU with local law enforcement by June of that year. Sample MOU language, released in February 2015, is available at: https://www.whitehouse.gov/sites/default/files/docs/white_house_task_force_law_enforcement_mou.pdf.

In July 2014, United States Senator Claire McCaskill introduced the [Campus Accountability and Safety Act](#). This proposed legislation would require colleges and universities to enter into MOUs with law enforcement agencies that have jurisdiction to report as a first responder to their campuses “to clearly delineate responsibilities and share information, in accordance with applicable Federal confidentiality laws, about certain serious crimes, including sexual violence, occurring against students of the institution or against other individuals on the campus of the institution.” The bill also would require that colleges and universities review their MOUs every two years and require that each MOU include at a minimum:

- ◆ Delineation and sharing protocols of investigative responsibilities;
- ◆ Protocols for investigations, including four standards for notification and communication and measures to promote evidence preservation;

- ◆ Agreed upon training and requirements for the institution on issues related to sexual violence;
- ◆ A method of sharing information about specific crimes, when authorized or requested to do so by a victim who has been fully and accurately informed about what procedures shall occur if the information is shared; and
- ◆ A method of sharing information about specific crimes anonymously, when authorized or requested to do so by a victim who has been fully and accurately informed about what procedures shall occur if the information is shared, in order to better protect overall campus safety

The Campus Accountability and Safety Act (along with its House companion) remains under consideration by Congress at this time.

In addition, the United States Senate Judiciary Committee’s Subcommittee on Crime and Terrorism held a [hearing](#) on the appropriate roles of law enforcement in addressing campus sexual violence in December 2014.

MOU DEVELOPMENT

In association with members of the Task Force, the Washington Association for Sheriffs and Police Chiefs (WASPC) and the University Policing Committee developed MOU templates that could be shared statewide with colleges and universities and local law enforcement agencies to address SB 5518. This work resulted in two sample templates – one to address the relationship between local police and campuses with a sworn police department, and a second template to address the relationship between local police and campuses with a non-sworn public safety department. Due to the diverse characteristics of campuses (about 70 statewide), additional recommendations were developed to assist the local communities with negotiating MOUs that better fit their campuses and respective resources.

Summary from the State Board for Community and Technical Colleges

In March, 2016, the SBCTC distributed an MOU template for non-sworn public safety department and associated recommendations to their respective colleges. The template was distributed through the system’s Safety, Security and Emergency Management (SSEM) Council to campus safety managers at all of the colleges, to facilitate the development of MOUs. Also in March, the State Board conducted an Emergency Preparedness Survey to the SSEM Council, asking – among other topics – about the status of MOUs and other agreements. A total of 14 of 30 districts reported that they have an MOU or agreement with local first responders. An additional 11 districts have MOUs in development, and others reported having a working relationship with local law enforcement/first responders. Here is a sampling of the MOUs in place or in development:

College	MOU’s in Place	MOU’s in Development
Big Bend Community College	Grant County Sheriff’s Office	
Clark College	Vancouver Police Department	
Clover Park Technical College		Lakewood Police Department and Pierce County
Community Colleges of Spokane		10+ law enforcement agencies in service area
Edmonds Community College	Lynnwood Police Department Snohomish County Sherriff	

Everett Community College		Everett Police Department
Grays Harbor College	Aberdeen, Raymond, Long Beach Police Departments	
Lower Columbia College		Longview Police Department
Olympic College		Bremerton, Shelton, and Poulsbo Police Departments
Pierce College District		Puyallup/Lakewood Police Departments
Renton Technical College		Renton Police Department
Shoreline Community College	King County Sheriff's Office	
Skagit Valley College		Mount Vernon/Anacortes Police Departments
South Seattle College		West Seattle Precinct
Wenatchee Valley College		Wenatchee Police Department
Whatcom Community College	Bellingham Police Department	

Summary from the Council of Presidents

Below is a summary from each of COP's six member institutions.

Central Washington University

CWU has strong relationships with local law enforcement, victim advocate teams, and hospital personnel in responding to issues of sexual assault response and prevention.

Specifically, CWU participates in regular team meetings with these groups and other community resources. For example:

- ◆ The Kittitas County Law and Justice Council – a County recommending board made up of criminal justice leaders and others (Prosecutor, Chiefs of Police, Jail Commander, Probation etc).
- ◆ The Community Coordinated Response Team of Kittitas County – a board consisting of community agencies such as law enforcement, DSHS, Prosecutor, ASPEN, Schools and others. This board meets to discuss trends in crimes of persons, identify and offer training to responders and determine budgets for grants and spending.
- ◆ The Kittitas County Community Network and Coalition – a group of citizens partnering with law enforcement and community providers to address substance abuse and safety needs of children and families throughout Kittitas County.

Some of the specific MOUs currently in place include:

- ◆ Contract and agreement with the Kittitas Valley Healthcare to provide financial resources for training of Sexual Assault Nurse Examiners (SANE) to ensure access within the county and an annual meeting regarding statistics involving SANE exams.

- ◆ Interagency Agreement with ASPEN Victim Services that ensures the following:
 - ▶ Referral of victims to both ASPEN and CWU Wellness Center as appropriate
 - ▶ Engage in in-service training events regarding advocacy, victim interviews, and other relevant topics
 - ▶ Provide case consultation with one another
 - ▶ Sharing of marketing materials and prevention resources
 - ▶ Advocacy services 24 hours a day, 7 days a week (including crises intervention, general advocacy, follow-up, legal and medical advocacy, and prevention activities).
 - ▶ Maintaining confidentiality pursuant to applicable laws
- ◆ An interlocal cooperation agreement with the Kittitas County Sheriff's Office and all municipal police agencies within Kittitas County for mutual response to emergencies. This agreement also calls for shared training and services during investigations.

In addition, CWU staff currently maintains monthly CCRT (Community Coordinated Response Team) meetings with stakeholders throughout the Kittitas County area to discuss issues of sexual assault response and prevention.

Lastly, CWU staff has met with local law enforcement leaders and proposed a formalized MOU. While there are presently great working relationships between both parties, and by practice continue to share information and work jointly together, this practice has not been codified in an MOU. Currently, CWU has revised the MOU for their consideration but have verbally agreed to meet throughout the upcoming years to develop those practices where we work together on sexual assault response and prevention and to further develop an agreement.

Resources committed from the University in these efforts include:

- CWU Medical and Counseling Clinics
- CWU Police and Parking Services
- Human Resources/Title IX Coordinator
- Office of Student Rights and Responsibilities/Case Management
- University Housing and New Student Programs
- Wellness Center

Eastern Washington University

The MOU has been discussed with the City of Cheney Mayor and City Administrator. They preferred that further discussions were between the respective chiefs of police.

EWU's police chief has been in discussions of a MOU with the City of Cheney police chief. Both chiefs attended the WASPC conference session in which the draft model MOU was discussed. When the model MOU is finalized, it will be provided to the City of Cheney police chief.

The Evergreen State College

The Evergreen State College created and proposed an MOU with Thurston County Sheriff's Office, Olympia Police Department, Lacey Police Department, Tumwater Police Department, and the Thurston County Prosecutor's Office. The next steps before full adoption of an MOU are review by partner agencies, revisions as needed, and adoption of a final MOU.

The Evergreen State College created their proposed MOU by adapting the sample MOU from "Not Alone: The First Report of the White House Task Force to Protect Students from Sexual Assault". This MOU addresses prevention and response to sexual violence, and includes sections on training and information sharing between jurisdictions. Following is summary information on each topic area covered in the proposed MOU.

Prevention of Sexual Violence

Prevention activities outlined in the proposed MOU are:

- ◆ maintain regular contact with local law enforcement and community programs, for example through our Thurston County Multidisciplinary Team, and joint training sessions;
- ◆ conduct campus listening sessions and meetings with students, victim advocates, and other stakeholders; and
- ◆ evaluate and address environmental factors in the community such as natural or human-made hazards, establishments known to serve underage persons or over serve guests, and locations where law violations or disturbances frequently occur.

Response to Sexual Violence

The proposed MOU outlines:

- ◆ information on transferring cases between agencies;
- ◆ prioritizing the victim's receipt of information on their rights to involve law enforcement, access to medical and other support services, and requests regarding privacy and confidentiality; and
- ◆ sharing of facilities.

Training

The proposed MOU addresses recommended training topics the parties to the agreement may consider:

- ◆ trauma-informed forensic interviewing and evidence gathering techniques;
- ◆ cross training between local law enforcement and Evergreen Police Services and other departments; and
- ◆ reporting options, including anonymous and confidential reporting options.

Information Sharing

The proposed MOU asks agencies to share information on:

- ◆ trends and patterns in sexual assaults and other serious crimes;
- ◆ serious threats (not exclusive to sexual violence) to the campus community;
- ◆ clarify jurisdictional boundaries;
- ◆ agencies will notify Evergreen Police Services when students are identified as victims (with consent) or suspects; and
- ◆ Evergreen Police Services will share information with agencies with consent of the victim.

University of Washington

The University of Washington has long had a strong relationship with local law enforcement within the jurisdiction of each of its campuses. The University has engaged in efforts to formalize these relationships through developing Memorandums of Understanding, specifically regarding partnering on prevention and response to sexual misconduct matters. Because each campus has different needs and resources and, also, are served by different law enforcement agencies, separate negotiations were initiated to create MOUs specific to each campus/jurisdiction.

Generally, the MOUs emphasize:

- ◆ Clarifying roles and responsibilities between agencies;
- ◆ Prioritizing collaboration;
- ◆ Completing training, including joint training;
- ◆ Facilitating information sharing; and
- ◆ Protecting and support victims, including utilizing a trauma-informed model for investigations.

UW Seattle

The University of Washington Seattle is proud to have its own sworn law enforcement department, the UW Police Department (UWPD) with long-standing relationships with the Seattle Police Department (SPD) and the King County Sheriff's Office. An MOU was finalized between these law enforcement agencies, effective May 23, 2016, with the purpose of promoting greater collaboration between the agencies to enhance the reporting, investigation, and response to sexual assault, violent crimes, and hate crimes. The MOU clarifies the roles and jurisdiction between the agencies in relation to property owned and leased by the University, clarifies operational responsibilities, describes reporting obligations between the agencies, sets standards for training, and emphasizes communication and coordination between the agencies. The MOU also emphasizes protecting the rights of victims, including referrals to victim advocate resources, support in seeking Sexual Assault Nurse Examiner (SANE) exams, and an agreement that, in no circumstances, will any of the law enforcement agencies discourage a victim from pursuing criminal or campus disciplinary action.

The MOU also recognizes the long-standing relationship between SPD and UWPD in policing the area north of campus known as the University Park Community, which houses the majority of the Greek Life system. Because this area is within SPD jurisdiction, SPD is the first-responder for critical reports and calls within this area while UWPD provides active support and patrol within that community.

UW Bothell

The University of Washington Bothell (UWB) has an exceptional campus safety force, which has had a long-standing relationship with the Bothell Police Department (BPD). The UWB Campus Safety Department also provides security for Cascadia Community College, which is co-located with UWB and many common spaces on the campus are shared between the two schools. UWB is also experiencing rapid growth, not only in enrollment, but also in the expansion of campus housing. UWB, BPD, and Cascadia are actively working through the complexities of this relationship to develop an MOU.

The MOU will be similarly designed to clarify operational responsibilities, describe reporting obligations between the agencies, set standards for training, emphasize communication and coordination between the agencies, and include provisions relating to protecting the rights of victims, including referrals to victim advocate resources.

UW Tacoma

The University of Washington Tacoma (UWT) has an exceptional campus safety and security force, which has had a long-standing relationship with Tacoma Police Department (TPD). UWT is currently in the final stages of formalizing an MOU for the purpose of strengthening the partnership between UWT and TPD.

The UWT campus is located in an urban setting in downtown Tacoma and this successful collaboration between Campus Safety and Security and TPD has been important to the University of Washington. Given its close relationship with the surrounding community, the MOU also provides for additional prevention efforts, including that UWT and TPD will partner to explore community and problem-oriented policing programs and make efforts to involve the community, including residents and members of the local business community.

The MOU will also be designed to clarify operational responsibilities, describe reporting obligations between the agencies, sets standards for training, and emphasizes communication and coordination between the agencies. The MOU also emphasizes protecting the rights of victims, including referrals to victim advocate resources.

Washington State University

WSU has worked to cultivate positive, collaborative relationships with the local law enforcement agencies that serve all of its campus locations. Over the past several years, the University has partnered with a number of these agencies when responding to sexual violence that has impacted students and/or campuses. WSU is anxious to enter into an MOU with each of these agencies so that it can further strengthen these collaborative response efforts, and increase collaboration for prevention efforts.

In addition to its largest, residential campus in Pullman, WSU has campuses in Spokane (WSU Spokane), Richland (WSU Tri-Cities), Vancouver (WSU Vancouver) and Everett (WSU North Puget Sound at Everett). Campus leaders are currently working with campus police and/or security officers on each of our campuses to expand upon the collaborative relationships they have already established with local police agencies.

WSU Pullman

- ◆ The WSU Pullman Police Department, (WSUPD, a commissioned police agency) has a long standing, positive relationship with the police agency (City of Pullman Police Department (Pullman PD)) that serves the Pullman community. The WSU Pullman Office of Student Conduct also has an excellent relationship with the Pullman PD, and all three agencies meet weekly to discuss matters relating to and impacting WSU students and the community. Through these meetings, individuals from the university and the two police agencies have developed mutually respectful relationships, and have capitalized on the opportunity to exchange information about concerns impacting students and/or the community, as appropriate and to the extent permitted by law.
- ◆ WSU Pullman frequently participates in trainings along with members of both police agencies, and engages regularly with both agencies through regular local agency collaboration meetings. Representatives from both agencies also serve on the University's Coordinated Community Response Team to address sex and gender-based violence, and participate in subcommittees that are constantly working to improve resources and response to sexual violence.
- ◆ Representatives from WSU and both police agencies have attended a number of trainings together. Most recently, WSU employees and WSUPD officers jointly attended a training intended to increase investigative cooperation and improve response options for sexual violence complaints.

- ◆ WSU Pullman has exchanged a preliminary draft MOU with Pullman PD, and is working to revise that draft to better meet the needs of each group, and the community. While we plan to have a finalized document soon, the parties agree that this document will not encompass all the potential opportunities for collaboration between the groups; the groups are currently discussing expanding training opportunities, investigation collaboration, and resource sharing, as well as improving information sharing methods.
- ◆ Consistent with terms outlined in the draft MOU, WSU, WSUPD and PPD have already agreed to provide training to members of each agency regarding policies and procedures for responding to victims of sex and gender based violence.

WSU Vancouver, WSU Tri-Cities, and WSU Spokane

WSU Vancouver, WSU Tri-Cities, and WSU Spokane are in varying stages of communicating with representatives from the local agencies that serve their respective campuses and/or communities in which students live. WSU representatives will have had substantive communications with each of relevant agencies before the end of July 2016.

- ◆ The WSU Vancouver Police Department (a commissioned police agency) has an established relationship with several agencies that serve the communities in which WSU students live, and/or the WSU Vancouver campus. WSUVPD also participates in the Clark County Law Enforcement Council.
- ◆ WSUVPD is currently working to create a custom MOU that will address the unique circumstances and relationship impacting the WSU Vancouver campus. WSUVPD has been in contact with the Clark County Sheriff's Office as well as Clark Community College in an effort to collaborate on a draft MOU. WSU and WSUVPD are considering whether to include other local law enforcement agencies and/or local hospitals in the discussion.
- ◆ WSU Tri-Cities will first seek to enter into an MOU with Richland Police Department (RPD), which provides substantive service to the WSUTC Campus and surrounding community in which WSUTC students live. WSU Tri-Cities will also review the potential for MOUs with the other agencies that provide police service to the surrounding communities in which WSUTC students may live, including Pasco Police Department and Kennewick Police Department.
- ◆ WSU Spokane is in the early stages of connecting with Spokane Police Department (SPD) to discuss WSU's desire to enter into an MOU with their department and to expand collaboration efforts. SPD provides substantive service to the WSU Spokane Campus and surrounding community in which WSU Spokane students live.

Western Washington University

WWU is in the initial stages of creating an MOU between the Bellingham Police Department (BPD), University Police Department (UPD), and Western Washington University (Western), for the purpose of setting forth the respective roles and responsibilities of each party in relation to the prevention of and response to sexual assaults at Western.

Communication and Coordination: Establish an effective system of communication and coordination, to include BPD notifying UPD when students are identified as the victims or suspects of sexual assault that occur off campus; keeping each other informed about current trends and patterns in sexual assaults; meeting regularly to share information and address the effectiveness of efforts; sharing relevant documentation and

other information created and/or maintained during investigations; and working with internal and external individuals and organizations with expertise in sexual assault prevention and response efforts within their respective jurisdictions.

Sexual Assault Prevention: Cooperate in the development and implementation of sexual assault prevention programs and will share relevant crime data in furtherance of crime prevention goals; engage in outreach and collaborate with the campus community to promote positive working relationships; and collaborate in the conduct of safety assessments.

Response to Reported Sexual Assault: Develop policies and procedures regarding sharing reports of sexual assault, including aggregate reporting data; inform survivors of their right to report sexual assault to law enforcement and/or to file a Title IX complaint; comply with Western's policy and applicable law and guidance regarding anonymous and confidential reporting, including regarding when, how and what information can or must be disclosed to law enforcement agencies; and coordinate referrals for support services for sexual assault victims that are available.

Training: Provide trauma-informed training and ongoing cross-training about the policies, procedures, and resources of all participants to individuals who may be required to conduct an investigation in response to a reported sexual assault. Provide trauma-informed training for 911 dispatchers and first responders on how to handle reported incidents of campus sexual assault and other crimes of violence; and provide jointly developed trauma-informed sexual assault response training for campus police or campus security and non-campus law enforcement officers who are employed by the Parties on at least an annual basis.

Summary from the Independent Colleges of Washington

Since SB 5518 became law, all of Washington's ten private non-profit colleges have engaged local law enforcement agencies in discussions about processes, roles, and procedures regarding complaint management, investigation, and prosecution of sexual assault cases that may occur on or are related to their respective college campuses. Collectively these college campuses are located in eight separate city or county law enforcement jurisdictions. As a result of this diversity, the form and substance of those discussions, and steps taken to enter into MOUs with local law enforcement, have necessarily varied across the state. In summary, these discussions have been very positive and productive and have clearly advanced the intentions behind the requirements of the new law.

In most cases, procedures were already in place and understood; however, the requirements and accountability called for in SB 5518 served as a catalyst for refreshing and further clarifying procedures, and above all, resulted in solidifying existing and forming new relationships and protocols. For some colleges these discussions have led to the formalization of actual MOUs. For other colleges, MOU discussions are currently in progress and will soon be completed. In one case the discussions led to the conclusion not to enter an MOU although informal procedures were refined or clarified. In another case, discussions led to an innovative broader community effort involving local schools and agencies in a school public safety focused task force that has led to improved focus on campus safety.

Details

Gonzaga University

Gonzaga University has not yet entered into a MOU with the City of Spokane but is working toward the objective. The University has relatively new leadership in the campus security and safety department, so the focus this past period has been to refresh the Gonzaga's already robust set of procedures and protocols related to responding to potential and actual sexual assault cases, and to refresh the long standing excellent relationship with the Spokane Police Department on these and all other campus security matters. The University is intending now to turn to MOU discussions with the City and expects this to be positive and productive.

Heritage University

Heritage University has not yet pursued developing a MOU with their immediate local police agency, the Yakima County Sheriff. Instead, since Substitute Senate Bill 5518 became law, the University has joined a coalition that includes all schools in the Education School District 105 and all local police, fire, and emergency response, in a broad effort related to ensuring safety and effective emergency response on educational institution campuses. This effort has already made great progress in building understandings and deeper relationships between staff responsible for safety and response from local K-12 schools, the community college, Heritage University, police, fire, and EMT agencies. The executive board of the coalition includes representatives from community mental health agencies, emergency management, law enforcement and school security officers, so it is expected that over time this group will also consider a coordinated response to sexual assault on and off campuses that includes appropriate protocols and defined roles related to responding to potential and actual sexual assault cases. The effort may ultimately lead to MOU discussions between colleges and the Yakima police agencies, but for now the relationships, understandings and partnerships being developed through the coalition are considered to be a very positive and sufficient outcome of the effort.

Pacific Lutheran University

Pacific Lutheran is somewhat unique among the 10 private college members of the Independent Colleges of Washington (ICW) in terms of how campus security is managed. For some time now, the University has had on staff a commissioned officer with the Pierce County Sheriff's Department serving as director of the University's campus safety and security programs. The contract between the University and Pierce County covers the details and roles and responsibilities of this relationship. Recently the University and Sheriff's department engaged in discussions to develop a MOU covering issues related to sexual assault cases. In developing and reviewing working drafts of this proposed MOU, those involved discovered that much of the content was consistent with the majority of their current practices based on their very strong working relationships. In addition, the process of developing the MOU has facilitated educational opportunities for sheriff officers about campus sexual violence issues, especially related to sensitivities involved in criminal investigations of sexual assault cases in the higher education arena.

Saint Martin's University

A proposed MOU with the City of Lacey has been advanced internally for final review based on the core concepts of the White House Task Force draft MOU. In the process, the University developed conceptual agreement with the City of Lacey Police Department to enter into such an agreement. The next steps will be for the City to review the proposed MOU. Similar to other jurisdictions, liability, confidentiality, and obligations still need to be refined to an acceptable level for all parties.

Seattle Pacific University

Seattle Pacific University does not have a MOU with the City of Seattle Police Department (Seattle PD) related to responding to sexual assault cases. Similar to Seattle University, Seattle Pacific participated in the September 2015 meeting with Seattle PD and is awaiting further follow up action by Seattle PD on a possible MOU. The University maintains its own security department and works with Seattle PD very positively on all issues related to campus safety and security including response to investigation of potential sexual assault cases. The University has refined internal protocols for responding to potential sexual assault cases, including roles and responsibilities for supporting victims to engage Seattle PD.

Seattle University

Seattle University does not yet have a MOU with the Seattle PD related to sexual assault cases but does benefit from positive working relationships with the sexual assault unit and other departments of Seattle PD. In September 2015, Seattle PD sponsored a meeting between representatives of local colleges, including Seattle University, the Attorney General's Office and key Seattle PD staff and officers including Seattle PD's sexual assault victim advocate to discuss the possibility of engaging in a MOU with the City of Seattle related to sexual assault investigation and response issues. The White House Task Force's draft MOU was used as a potential model for discussion purposes. The exchanges and discussions during the meeting were very productive, clarifying, informative, and promising. The University has had internal discussions and refined its responses to sexual assault cases but is awaiting further follow up action by Seattle PD on a possible MOU.

University of Puget Sound

The University does not currently have a formal MOU with the City of Tacoma but does benefit from a very positive working relationship. The University, along with the Tacoma campus of the University of Washington (UWT) and the City of Tacoma, have formed an emergency planning group that is considering a number of issues related to campus security and police response. This group has developed a draft MOU template covering sexual assault investigation and response issues. UWT is apparently reviewing that draft internally. The University of Puget Sound expects to take up the draft for internal review this summer and then further engage the City of Tacoma Police Department.

Walla Walla University

The University has held very productive conversations with the City of College Place about roles, responsibilities, and response approaches related to sexual assault charges and cases. The City's police department has had a great working relationship with the University, and these conversations further sensitized those relationships to the issues and led to a proposed MOU that formalized understandings. The City later decided not to enact the MOU based on concerns about legal contractual requirements and potential liabilities potentially posed by the MOU. While discussions are ongoing, the majority of the elements of the draft MOU have been placed into practice.

Whitman College

The College does not currently have a formalized MOU with the City of Walla Walla, but has met with the City, including representatives from the Police Department and the City Manager's Office about a proposed draft MOU. This MOU is modeled after a MOU developed between another private college in a similar jurisdiction; it covers training and education expectations related to sexual assault issues and defines roles and responsibilities for each of the involved city and university parties. The MOU stays clear of defining specific contractual requirements of each party and by doing so avoids the sort of concerns about potential liabilities that have caused concerns with MOU efforts by other colleges. Once final, the MOU will add clarity and further enhance the existing and long standing positive working relationships between the College and the City of Walla Walla on these and other issues.

Whitworth University

Whitworth has engaged the Spokane County Sheriff's Office in discussions about a proposed MOU relating to investigation and prosecution of sexual assault cases that may occur on or are related to their campus. These discussions have resulted in formal approval by both the Sheriff's Office and the University of an MOU. The proposed MOU evolved through several discussions to focus on clarifying roles and information sharing, avoiding defining terms that created new contractual obligations. The MOU also includes a section delineating future training for law enforcement officers and University Title IX staff about complexities of handling sexual assault cases. Since the completion of the MOU, the parties have turned to building the key relationships through regular meetings that will ensure that the MOU achieve its objectives.

NEXT STEPS

The public and private colleges and universities will continue communicating with local law enforcement regarding the development of MOUs. The December report of the [Campus Sexual Violence Prevention Task Force](#) will provide additional updates.

Appendix A

Sample

MEMORANDUM OF UNDERSTANDING Police/Campus Police/Sheriff/Sexual Assault Resource (for use when the campus has a sworn Campus Police Department)

I. PARTIES

This Memorandum of Understanding is between the **Police/Campus Police/Sheriff's Department/ Office of the Prosecuting Attorney and Sexual Assault Resource Center** and is referred to collectively as "the Parties".

The Parties agree to each identify a central point of contact for the other with respect to this MOU. **[Insert or attach points of contact for each Party]**.

Unless otherwise agreed to, all information-sharing between the Parties described in this MOU will flow between these points of contact. The Parties agree to share a contact list with their point of contact for implementation of this MOU, and to notify the Parties of any changes to their points of contact as soon as practicable.

II. PURPOSE

The purpose of this MOU is to meet the statutory requirements established by the Washington State Legislature, specified in 2015 Substitute Senate Bill 5518 and requiring covered institutions to adopt and implement written policies and procedures to ensure that reports of Part 1 violent crimes, hate crimes, or sexual assaults are immediately, or as soon as practicably possible, disclosed to local law enforcement.

It is further the purpose of this MOU to promote collaboration between the Parties to enhance the reporting, investigation, and appropriate response to sexual assault and other covered crimes.

Finally, it is the purpose of this MOU to promote compliance with the numerous state and federal laws that provide specific requirements related to these issues, as outlined in Substitute Senate Bill 5518; the federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"); and Title IX of the Higher Education Amendments of 1972 ("Title IX"); as well as the Revised Code of Washington and applicable state laws related to health and confidentiality/privacy.

III. STATEMENT OF PRINCIPLES

The Parties agree to the following set of principles:

A. Improving Communication, Coordination, and Collaboration: The Parties agree to enhance communication, coordination, and collaboration to remedy sexual assault and violence and hate crimes, and protect the victim's confidential information.

B. Championing Campus and Community Safety: The Parties will receive training to assist in the recognition that any allegation regarding sexual misconduct requires sensitive treatment and also directly impacts the real and perceived safety of all members of a campus community.

C. Upholding Civil Rights, Civil Liberties, and Victims' Rights: The Parties agree to comply with state and federal laws in a manner that protects individuals' civil rights and liberties, while prosecuting crimes and championing justice for survivors. The Parties explicitly recognize the distinctions between criminal law and civil law in the handling of sexual assault and violence that arise under both state and federal statutory frameworks.

D. Centering the Victim's Needs in Responses to Sexual Assault: The Parties agree to institute specialized, trauma-informed responses developed in consultation with campus and community-based victim advocates and delineated in this agreement.

E. Ensuring Accountability & Auditing: In an effort to promote greater transparency, the Parties have, or will implement a means to monitor, record, and accurately maintain all reports of Part 1 violent crimes, hate crimes, and sexual assaults, their outcomes, and processes, while maintaining confidentiality where the law provides.

F. Specialized Training and Knowledge: The Parties agree that sexual assault and hate crimes require specialized, trauma-informed training for the Parties and other potential first responders.

G. Respecting the Unique Needs of Undocumented Individuals: Parties should strive to promote policies and practices that address the unique needs of undocumented individuals, including implementing culturally and linguistically appropriate campus and law enforcement services.

IV. JURISDICTION FOR LAW ENFORCEMENT SERVICES

A. Maps

The Parties agree to share patrol and sector maps to clarify jurisdictional boundaries. Such maps will depict all buildings and properties that are owned or controlled by the **University/Campus**, as well as all buildings and properties that are owned or controlled by recognized student and alumni organizations. All maps will be reviewed and updated on an annual basis or when a significant change is made to **University/Campus** property or local law enforcement reporting sectors. All modified maps will be shared with all Parties to this MOU. In

addition, all maps will indicate any federal or tribal lands that are included in the jurisdictional boundaries, and if any such lands are present, all maps and action plans will be shared with those federal and tribal authorities. A copy of each map will be attached as Appendices to this MOU.

B. Operational Responsibility & First Responders

University/Campus Police has operational responsibility for any crimes, including Part 1 violent crimes, hate crimes, and sexual assault, occurring on the **University/Campus**. **City Police Department** has operational responsibility for any crimes, including Part 1 violent crimes, hate crimes, and sexual assault that occur within the City of **City Name**.

County name Sheriff's Department shall have concurrent jurisdiction over **University/Campus** property and facilities, as well as municipalities within the County in which the **County name Sheriff's Department** has jurisdictional authority and operational responsibilities.

University/Campus Police will act as the first responder to incidents, and have responsibility for the investigation of crimes and reporting to **City Police Department** of Part I violent crimes, hate crimes, and sexual assault, occurring on **University/Campus** as well as any campus owned, operated and/or occupied facilities.

City Police Department will act as the first responder to incidents, and have responsibility for the investigation of crimes and reporting to **University/Campus Police** of Part I violent crimes, hate crimes, and sexual assault, occurring at all other locations within the **City Police Department's** jurisdictional boundaries unless by separate agreement between **City Police Department** and **University/Campus Police**.

County name Sheriff's Department will act as the first responder to incidents, and have responsibility for the investigation of crimes and reporting to **University/Campus Police** of Part I violent crimes, hate crimes, and sexual assault, occurring at all locations within **County name Sheriff's** jurisdictional boundaries unless by separate agreement between **County name Sheriff's Department**, **City Police Department** and/or **University/Campus Police**.

If incidents occur that involve police action from **University/Campus Police** and **City Police Department** and/or **County name Sheriff's Department**, law enforcement supervisors from each department will confer and decide which will have primary responsibility for investigating and reporting the incident based on the location of the incident.

C. Collaboration

The Parties recognize that regardless of which law enforcement agency ultimately has operational responsibility in responding to a sexual assault, hate crime or other Part 1 violent crime, other Parties may be the first responder to the report of the crime. Thus each of the Parties has a responsibility to act in a manner that facilitates an effective law enforcement and institutional response, as well as appropriate treatment of the individual reporting the sexual assault or other violent crime. This includes ensuring the appropriate preservation of evidence and coordination with law enforcement to maintain chain of custody and authorize forensic sexual assault examinations.

D. Disputes Over Responsibility

If a dispute arises between the Parties regarding administrative, geographic or operational responsibility, and it cannot be resolved by referring to this MOU, the Party with jurisdictional responsibility for the incident will retain investigative responsibility. Other Parties will provide cooperation and resources in support of the investigation or resolution of the incident. The Party with responsibility for the incident will reasonably accommodate any requests from other Parties to conduct a parallel or joint response and/or criminal investigation.

V. REPORTING OBLIGATIONS

The Parties agree to the following procedures through which each Party will transmit reports it receives to the other Parties. These reports shall comply with the confidentiality requirements described in Section VII below, and shall not identify the victim or the alleged assailant unless the victim has consented to being identified.

A. University/Campus Police Reports to City Police Department

Pursuant to this agreement, **University/Campus Police** will report immediately or as soon as practicably possible to **City Police Department** all reports received by a Campus Security Authority (defined in the Clery Act) of any Part 1 violent crime, sexual assault, or hate crime, committed on or off campus. This includes reports victims make directly to Campus Security Authorities as well as reports victims make to other **University/Campus** employees that are then conveyed to **University/Campus Police** security authorities. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;
- Description of the incident, including location and date and time; and
- Any report number assigned to the police incident report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to **City Police Department** will be documented in **University/Campus Police** records. In addition, **University/Campus Police** will maintain a public crime log documenting the "nature, date, time, and general location of each crime" and its disposition, if known. The log is accessible on line and is also accessible to the public during normal business hours.

B. City Police Department Reports to University/Campus Police

Pursuant to the Clery Act, **University/Campus** must report aggregate data concerning certain enumerated crimes. To enable **University/Campus** to fulfill this requirement, **City Police Department** and **County name Sheriff's Department** shall provide statistics on at least an annual basis to **University/Campus Police** on all crimes listed in 20 U.S.C. § 1092(f)(1)(F) for which **City Police Department** or **County name Sheriff's Department** acted as a first responder or had operational responsibility.

City Police Department and County name Sheriff's Department will promptly notify University/Campus Police when students or employees are identified as the victims or suspects of any Part 1 violent crime, sexual assault, or hate crime that occurs within the respective agency's primary jurisdiction, and/or when City Police Department or County name Sheriff's Department acts as first responder to an incident. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;
- Description of the incident, including location and date and time; and
- Any report number assigned to the police incident report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to University/Campus Police will be documented in City Police Department incident reports.

C. Clery Warnings

The Clery Act requires **University/Campus** to issue timely warnings for Clery crimes on- and off-campus that pose a serious threat to students and employees and emergency notifications for a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees on campus.

To facilitate the issuance of Clery Act-required timely warnings and emergency notifications, the Parties agree to coordinate the sharing of information as described above. The Parties acknowledge that **University/Campus** by law need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications, nor is **University/Campus** required to seek preclearance of the content of any warning/notification. However, **University/Campus** will inform **City** Police Department about such warnings as soon as practicable through the points of contact listed in this MOU.

VI. CONFIDENTIALITY & PRIVILEGE REQUIREMENTS

The Parties will comply with applicable law and guidance regarding anonymous and confidential reporting of sexual violence, including when, how, and what information can or must be disclosed to local law enforcement officials or designated **University/Campus** officials.

A. Communications Between Parties

The Parties agree that if a victim requests confidentiality regarding a reportable incident, the Parties will take all reasonable steps to comply with the victim's request or inform the victim when the Parties cannot ensure confidentiality. A Party will not disclose the name of the victim to other Parties unless the victim provides written consent to being identified after being informed of his or her right to have identifying information withheld.

Prior to obtaining consent from the victim to share personally identifying information, Parties will inform the victim of sexual assault that notification to **University/Campus** - including the confidential resources described in subsection B below - likely will also result in notice to the campus Title IX coordinator, but that notification to confidential resources will not result in disclosure of personally identifiable information to the Title IX coordinator. Parties will also inform the victim that he or she can agree to engage with local law enforcement and participate in the investigation and prosecution using a pseudonym (*i.e.*, Jane or John Doe) instead of his or her true name. In that case, **University/Campus** may disclose the name of the alleged perpetrator to law enforcement (if known) while protecting the identity of the victim from public disclosure.

B. Privileged & Confidential Resources for Victims

The Parties acknowledge that communications between victims and Sexual Assault Counselors, Psychotherapists, or Clergy Members are privileged communications. The privilege covers all confidential communications with the Counselors or Psychotherapists, and those who work or volunteer in their offices when the communications are reasonably necessary for the accomplishment of the purpose for which the counselor was consulted. Such counselors

generally are under no obligation to report incidents of sexual violence, unless the victim is a minor, and can generally claim the privilege in a criminal proceeding.

The Parties further acknowledge that communications between campus-designated “confidential resources” and victims are generally protected from disclosure of personally identifying information except in limited circumstances, including potentially in a criminal proceeding unless they qualify as privileged.

Finally, the Parties acknowledge that communications between victims and any Responsible Employees (defined in federal law) of the University/Campus who are NOT designated “confidential resources” are not confidential and are subject to the reporting requirements described in Section VI above (in addition to other requirements under state and federal law).

The Parties agree to develop materials to share with each other, with victims, and with the campus community listing appropriate points of contact on- and off-campus within the above three categories, and including information about the levels of confidentiality and privilege applicable to resources in each category.

VII. COMMUNICATION AND COORDINATION

A. General

The Parties will meet regularly – at least once per quarter – to:

- Share data and analysis about current trends and patterns in sexual assaults both on and off campus; and
- Share additional relevant crime data in furtherance of crime prevention goals.

City Police Department understands that once University/Campus becomes aware of an incident of sexual assault, it has obligations to take prompt and appropriate action to investigate, independent of any investigation by City Police Department. University/Campus understands that City Police Department may initiate an investigation and prosecution of an incident of sexual assault independent of any campus administrative proceeding.

B. Immediate Aftermath of an Incident - Victim Response and Evidence Collection/Preservation

1. *SANE Exams and Evidence Collection/Preservation*

The Parties agree that in the immediate aftermath of a sexual assault, a victim should be directed to, and receive assistance (including transportation where appropriate) to access services, including referrals to counseling, a health examination and with the victim's consent, a sexual assault nurse examiner's examination (SANE), at no cost to the victim and irrespective of whether the victim engages with law enforcement. If a victim does engage with law enforcement and is transported to a hospital for a medical evidentiary or physical examination, the Parties acknowledge the law enforcement officer or agency must notify a Victim Advocate or the **Sexual Assault Resource Center** immediately.

The Parties agree that under all circumstances in which the victim consents to a medical examination and a SANE exam, **City** Police Department and/or **University/Campus Police** will provide transportation to the local medical facility where SANE exams are conducted, usually **Name** Medical Center. If the victim declines **City** Police Department or **University/Campus Police** transportation or if the victim reports to the medical facility, **City** Police Department will respond to the medical facility and will contact the local Rape Crisis Center to respond to the medical facility as well. With the consent of the victim, the medical facility can contact the **Sexual Assault Resource Center** to respond to the medical facility to provide support to and advocacy for the victim. During initial contact the **City** Police Department and/or **University/Campus Police** will not directly or indirectly pressure the victim to report the offense.

The Parties agree to ensure the timely and proper collection of evidence, including that from the crime scene or from a SANE exam, when the victim has made a report to a law enforcement party and collection of evidence will not violate a victim's request for confidentiality. The victim can be encouraged to report in order to permit the Party with operational responsibility to make a timely seizure of evidence even if the victim later chooses not to proceed with criminal charges. The Party with operational responsibility also agrees to collect, properly package, and maintain evidence by booking it into the property room of the Party to preserve the chain of custody and to take appropriate steps to preserve fragile or biological evidence or other evidence at risk of destruction.

When a SANE exam is completed, **City** Police Department and/or **University/Campus Police** will collect the SANE kit, submit it to the appropriate crime lab for analysis pursuant to Washington State law, and ensure the proper handling, proper custody and proper control of all collected evidence, with particular attention paid to collecting evidence regarding drug-facilitated assaults.

2. *Victim Communication and Interviews*

Consistent with trauma-informed interview and investigatory practices, Parties will develop materials to inform the victim of his or her rights and options in both the short- and long-term, provide access to any necessary health or safety resources, and encourage the victim to engage with **University/Campus Police** personnel, **City** Police Department, **Sexual Assault Resource Center**, Victim Advocates and privileged counseling services.

In no circumstances will **University/Campus Police** directly or indirectly discourage (or, alternatively, require) the victim from making a Title IX or criminal complaint.

Similarly, in no circumstances will **City** Police Department directly or indirectly discourage (or, alternatively, require) the victim from pursuing criminal charges or campus disciplinary action.

C. Victim Services

The Parties agree, with the victim's consent, to coordinate referrals for support services for sexual assault victims that are made available by municipal and other governmental agencies, **City** Police Department, **County name** Sheriff's Department, **University/Campus Police**, **County name** Prosecuting Attorney and the **Sexual Assault Resource Center**. The Parties agree to have and share policies setting out their respective responsibilities related to victim support from the time of the report through resolution of the investigation, including prosecution or disciplinary proceedings, as applicable.

The Parties agree to notify the **Sexual Assault Resource Center** of the sexual assault when a police report is generated. The **Sexual Assault Resource Center** professionals including the **University/Campus Police if applicable** Victim Advocate can support the victim during any criminal or campus disciplinary proceeding, including providing the appropriate referrals and resources, and can assist the victim with access to local, state and school resources.

D. Sexual Assault Response Team (SART)

The Parties agree to support and participate in the existing interdisciplinary Sexual Assault Response Team (SART) within their jurisdictions or support the development of a SART that includes University/Campus Police representatives, the Title IX Coordinator or designee, advocates, counselors, medical providers (ideally to include a Sexual Assault Forensic Examiner or a Sexual Assault Nurse Examiner), law enforcement support, and other competencies that may be needed to adequately deliver essential support services. Technical Assistance for SART is provided by the **Sexual Assault Resource Center**.

The Parties agree to be part of the SART's system-wide review and discussion of the community's response to sexual assault. The Parties also agree to publicize information about SART resources to the campus community and to train SART members on all applicable confidentiality and victim privacy safeguards.

E. Coordination During Ongoing Investigation

The Parties will regularly confer on the status of an active investigation to ensure **University/Campus** compliance with federal requirements while maintaining the integrity of an active criminal investigation.

The Parties agree, as soon as is practicable and as allowable by federal and state law, to share relevant documentation and other information created and/or maintained during **University/Campus Police** or **City** Police Department investigations (such as records of interviews and physical evidence gathered) when a victim of sexual assault and/or an alleged suspect are students or employees of the **University/Campus**.

Where possible and appropriate, **University/Campus Police** and **City** Police Department agree to conduct joint victim and witness interviews to avoid the need for duplicative interviews.

University/Campus will disclose to **City** Police Department when it has initiated a disciplinary proceeding against the alleged perpetrator, to the extent allowable by state and federal law. **University/Campus** will disclose the final results of a disciplinary proceeding to the Parties if it determines that: 1) a student is an alleged perpetrator of a crime of violence or non-forcible sex offense; and 2) with respect to the allegation made against him or her; the student has committed a violation of the institution's rules or policies. In these circumstances, the disclosure may be made with or without the consent of the victim, and regardless of whether the victim pursues criminal charges.

City Police Department and the Office of the **County name** Prosecutor, upon request, will share with **University/Campus Police** the result of a criminal investigation, whether any charges have been filed, and the outcome of any criminal proceeding, as soon as is practicable and as allowable by federal and state law.

VIII. SEXUAL ASSAULT PREVENTION AND TRAINING

A. Training Offered by **City** Police Department and **University/Campus Police**

University/Campus Police agrees to offer training to **City** Police Department regarding:

- The federal and state requirements regarding sexual assault prevention and response with which they must comply, including the Clery Act, Title IX, Title IV, the Safe Streets Act, Section 14141, FERPA, and other confidentiality and privacy statutes and policies; and
- The differing status of conduct offenses as defined and investigated by **University/Campus Police** as compared to similar criminal offenses.

City Police Department and **University/Campus Police** will strive to provide cooperative training opportunities and technical assistance to one another's personnel regarding:

- Investigative methods and best practices relating to evidence collection and preservation, victim and suspect interviewing, witness interviewing and preparation, review of sexual

assault response and investigations to detect and address indications of explicit or implicit bias, and other matters as requested.

- Overview of the **University/Campus** response to incidents of campus sexual assault.
- Compliance with the Clery Act.

The Parties agree that training should occur regularly, on at least an annual basis, and be reinforced at each agency's management meetings, roll calls, and other gatherings periodically.

The Parties agree to collect data regarding the number and types of trainings provided pursuant to this section, to conduct regular evaluation of these trainings, and to include such evaluation in their data collection and management reviews to look for trends and areas that will need to be revised in future trainings.

B. Campus Community Training and Collaboration

City Police Department agrees to collaborate with **University/Campus Police** to provide outreach and training for the campus community about the awareness, prevention, intervention, investigation, and response to sexual assaults and other crimes of violence and to work with community-based resources and experts, including victim advocates, to provide these programs.

IX. ACCOUNTABILITY

The Parties agree to collect data, including a baseline number of reports of Part 1 violent crimes, hate crimes, and sexual assault from the year prior to entering into the MOU, comparison of baseline numbers to current numbers of cases reported, and for each individual case:

- Whether the Parties met the MOU requirements and if not, why;
- Whether the case was successfully prosecuted and if not prosecuted, identification of the reason why the case was not pursued; and
- Feedback from the victim of his or her view of the process.

The Parties agree to collect data regarding the number and types of training each Party provides each year, to conduct regular evaluations of the efficacy of those trainings, and to include such evaluation in their data collection and management reviews to look for trends and areas that will need to be revised in future trainings. The Parties agree to determine common definitions to ensure a valid comparison of data collected.

Data collection related to the Parties' actions according to this MOU will be reviewed directly between the Parties on at least an annual basis. Sexual assault data will be reviewed on a quarterly basis. Parties will evaluate changes in the number of reports each year and discuss whether any increases or decreases in reporting are due to changes in actual crime levels or changes in levels of reporting. Performance improvement areas, including strategies to increase levels of reporting and decrease instances of crime, will be identified through review of the data and the responsible party will develop action steps to improve those areas.

Each Party representative responsible for implementation of this MOU will meet at least annually to discuss and evaluate effectiveness of the MOU to determine areas for improvement and discuss appropriate next steps.

X. MISCELLANEOUS

This MOU is effective upon signature by each Party.

This MOU may be terminated upon 30 days' notice by any Party. This MOU may be amended or terminated by mutual agreement of the Parties. An amendment or termination should be done in writing.

This MOU may be executed in counterparts.

The Parties agree that any costs associated with this MOU will be covered as follows [insert any necessary language].

Each Party agrees to act in good faith to observe the terms of this MOU; however, nothing in this MOU is intended to require any unlawful or unauthorized act by any Party. Nothing in this MOU shall be interpreted to limit or restrict each of the Parties' legal, jurisdictional, or other rights or obligations with respect to the subject matter of this MOU.

No provision of this MOU shall form the basis of a cause of action at law or equity by any Party against any other Party, nor shall any provision of this MOU form the basis of a cause of action at law or equity by any third party.

University/Campus Police Signature

Date

City Police Department Signature

Date

County name Sheriff's Department Signature

Date

Sexual Assault Resource Center Signature

Date

[Other] Signature

Date

[Other] Signature

Date

Appendix B

MOU for the Sworn Campus Law Enforcement Agency Recommendations

This document is intended to be used with the template titled, Sample Memorandum of Understanding for Campuses with an on-campus Sworn Police Agency. It is intended to assist parties as they tailor the accompanying sample Template-MOU to their unique circumstances. Each title corresponds with the title in the MOU. Guidance is not provided for each title since many of the sections are self-explanatory.

Parties

Campuses may choose to have representatives from several agencies and organizations as parties to the MOU depending on local needs, resources, and personnel. Initial suggestions are included in the Template.

At a minimum, Parties should include the institution of higher education, one or more local law enforcement agencies. The Template includes both a police department and sheriff's department. Parties are encouraged to include, as appropriate, both on-campus and off-campus resources. The Template includes a Sexual Assault Resource Center. Campuses should take into consideration the local needs to ensure that the appropriate parties necessary to fully implement their agreement are included in the MOU. Involvement of the local Office of the Prosecuting Attorney should be considered.

Purpose

The template describes purposes of this agreement. Parties may wish to discuss additional, local purposes to be included as a part of the MOU.

Statement of Principles

The joint Statement of Principles should be discussed by Parties before signing. Parties may choose to incorporate some or all of the proposed language into their MOU based on local needs.

Jurisdiction for Law Enforcement Services

A copy of each map should be included as Appendices to the MOU.

Operational Responsibility and First Responders

Parties should review the language pertaining to jurisdiction and operational responsibility to carefully tailor it to their unique circumstances.

Communication and Coordination

Parties should seek to improve processes and protocol in a collaborative atmosphere that seeks to improve systems without assigning blame.

Parties should consider meeting a least once per quarter, but should adjust frequency based on local needs.

SAFE Exams and Evidence Collection/Preservation

Parties may consider a more detailed description of the process to ensure rape kits are created, stored, tested and processed in accordance with any pre-existing state or local guidance.

Miscellaneous

Parties should include any additional provisions in this section that do not fit in the above sections.

Appendix C

Sample

MEMORANDUM OF UNDERSTANDING Police/Campus Public Safety Department

(for use when the campus has a non-sworn Campus Public Safety Department)

I. PARTIES

This Memorandum of Understanding is between the (Non-Sworn Campus Public Safety Agency) and the (Blank Police Department).

The Parties agree to each identify a central point of contact for the other with respect to this MOU. [Insert or attach points of contact for each Party].

Unless otherwise agreed to, all information-sharing between the Parties described in this MOU will flow between these points of contact. The Parties agree to share a contact list with their point of contact for implementation of this MOU, and to notify the Parties of any changes to their points of contact as soon as practicable.

II. PURPOSE

The purpose of this MOU is to meet the statutory requirements established by the Washington State Legislature, specified in 2015 Substitute Senate Bill 5518 and requiring covered institutions to adopt and implement written policies and procedures to ensure that reports of Part 1 violent crimes, hate crimes, or sexual assaults are immediately, or as soon as practicably possible, disclosed to local law enforcement.

It is further the purpose of this MOU to promote collaboration between the Parties to enhance the reporting, investigation, and appropriate response to sexual assault and other covered crimes.

Finally, it is the purpose of this MOU to promote compliance with the numerous state and federal laws that provide specific requirements related to these issues, as outlined in Substitute Senate Bill 5518; the federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”); and Title IX of the Higher Education Amendments of 1972 (“Title IX”); as well as the Revised Code of Washington and applicable state laws related to health and confidentiality/privacy.

III. STATEMENT OF PRINCIPLES

The Parties agree to the following set of principles:

A. Improving Communication, Coordination, and Collaboration: The Parties agree to enhance communication, coordination, and collaboration to remedy sexual assault and violence and hate crimes, and protect the victim’s confidential information.

B. Championing Campus and Community Safety: The Parties will receive training to assist in the recognition that any allegation regarding sexual misconduct requires sensitive treatment and also directly impacts the real and perceived safety of all members of a campus community.

C. Upholding Civil Rights, Civil Liberties, and Victims' Rights: The Parties agree to comply with state and federal laws in a manner that protects individuals' civil rights and liberties, while prosecuting crimes and championing justice for survivors. The Parties explicitly recognize the distinctions between criminal law and civil law in the handling of sexual assault and violence that arise under both state and federal statutory frameworks.

D. Centering the Victim's Needs in Responses to Sexual Assault: The Parties agree to institute specialized, trauma-informed responses developed in consultation with campus and community-based victim advocates and delineated in this agreement.

E. Ensuring Accountability & Auditing: In an effort to promote greater transparency, the Parties have, or will implement a means to monitor, record, and accurately maintain all reports of Part 1 violent crimes, hate crimes, and sexual assaults, their outcomes, and processes, while maintaining confidentiality where the law provides.

F. Specialized Training and Knowledge: The Parties agree that sexual assault and hate crimes require specialized, trauma-informed training for the Parties and other potential first responders.

G. Respecting the Unique Needs of Undocumented Individuals: Parties should strive to promote policies and practices that address the unique needs of undocumented individuals, including implementing culturally and linguistically appropriate campus and law enforcement services.

IV. COLLABORATION

The (School) recognizes and respects the Blank Police Department's need to respond to, investigate, and document student and employee complaints of sexual violence. The (School) will notify the Blank Police Department of allegations of sexual violence on campus that are reported, for emergency response or investigation, to the (Non-Sworn Campus Public Safety Agency) or any Campus Security Authority. The report will not identify the victim unless the victim consents to being identified after the victim has been informed of his or her right to have his or her personally identifying information withheld. If the victim does not consent to being identified, the alleged assailant shall not be identified in the information disclosed to the Blank Police Department. Except where disclosure is required by law, the (School) will not notify the Blank Police Department of allegations of sexual violence on campus that are reported only to pastoral employees, mental-health professionals, or counselors.

The **Blank** Police Department recognizes and respects the **(School's)** need to respond to, investigate, and document student complaints of sexual violence. According to federal agency guidance, the **(School)** must take immediate and appropriate action to investigate or otherwise determine what occurred when allegations of sexual violence are reported to the **(School)**. This action would be separate from any **Blank** Police Department criminal investigation. In order to comply with the aforementioned guidance, the **(School)** will not wait until the completion of a criminal investigation, nor will it wait until charges are filed. **(School)** investigations are time sensitive and require prompt follow-up. However, unless the **(School)** determines in its sole judgment that it must take immediate steps to provide a safe and nondiscriminatory environment for all students, the **(School)** will wait a reasonable amount of time (usually 7 to 10 business days) to allow the **Blank** Police Department to initiate its initial fact finding and the gathering of evidence in the criminal investigation.

V. REPORTS AND INVESTIGATIONS

Upon receiving notice that a crime has occurred on the campus, **Campus Public Safety Agency** will contact the reporting party and/or victim and conduct a preliminary investigation to determine if the reported incident meets the criteria of a reportable incident. All cases of sexual assault will be immediately referred to the **Blank** Police Department. The Campus Safety Officer will prepare a written report. If at any time a question arises as to whether an incident meets the criteria as reportable, **Campus Public Safety Agency** will contact the **Blank** Police Department for assistance or guidance. The **Campus Public Safety Agency** will provide the **Blank** Police Department with a copy of Campus Safety Officer's report.

When the **Blank** Police Department is the primary responding agency, a designated campus official may be granted the opportunity to concurrently complete an investigation for the campus internal documentation requirements. Under those circumstances, the **Blank** Police Department will share pertinent information with the designated campus official, as authorized by law, to assist in completing its reports. The **Blank** Police Department will have discretion to allow the designated campus official to be present while completing an investigation.

VI. VICTIM-CENTERED ASSISTANCE AND EVIDENCE COLLECTION

The Parties agree that in the immediate aftermath of a sexual assault, a victim should be directed to, and receive assistance (including transportation where appropriate) to access services, including referrals to counseling, a health examination and with the victim's consent, a sexual assault nurse examiner's examination (SANE), at no cost to the victim and irrespective of whether the victim engages with law enforcement. If a victim does engage with law enforcement and is transported to a hospital for a medical evidentiary or physical examination, the Parties acknowledge the law enforcement officer or agency must notify a Victim Advocate or the local Sexual Assault Resource Center immediately.

The Parties agree that under all circumstances in which the victim consents to a medical examination and a SANE exam, **Blank** Police Department will provide transportation to the local medical facility where SANE exams are conducted. If the victim declines **the Blank** Police Department will respond to the medical facility and will contact the local Sexual Assault Resource Center to respond to the medical facility as well. With the consent of the victim, the medical facility can also contact the local Sexual Assault Resource Center to respond to the medical facility to provide support to and advocacy for the victim. During initial contact the **Blank** Police Department and/or **Campus Public Safety Agency** will not directly or indirectly pressure the victim to report the offense.

The Parties agree the **Blank Police Department** will be responsible to collect, properly package, and maintain evidence to preserve the chain of custody and to take appropriate steps to preserve fragile or biological evidence or other evidence at risk of destruction.

When a SANE exam is completed, the **Blank** Police Department will collect the SANE kit, submit it to the appropriate crime lab for analysis pursuant to Washington State law, and ensure the proper handling, proper custody and proper control of all collected evidence, with particular attention paid to collecting evidence regarding drug-facilitated assaults.

VII. COMMUNICATION WITH THE COMPLAINANT

Consistent with trauma-informed interview and investigatory practices, Parties will develop materials to inform the victim of his or her rights and options in both the short- and long-term, provide access to any necessary health or safety resources, and encourage the victim to engage with campus resources, **Blank** Police Department, the **Campus Public Safety Agency** local Sexual Assault Resource Center, Victim Advocates and privileged counseling services.

In no circumstances will campus officials directly or indirectly discourage (or, alternatively, require) the victim from making a Title IX or criminal complaint.

Similarly, in no circumstances will **Blank** Police Department directly or indirectly discourage (or, alternatively, require) the victim from pursuing criminal charges or campus disciplinary action.

VIII. VICTIM SERVICES

The Parties agree, with the victim's consent, to coordinate referrals for support services for sexual assault victims that are made available by (**School**), municipal and other governmental agencies, **Blank** Police Department, **Campus Public Safety Agency** and the local Sexual Assault Resource Center. The Parties agree to have and share policies setting out their respective

responsibilities related to victim support from the time of the report through resolution of the investigation, including prosecution or disciplinary proceedings, as applicable.

The Parties agree to notify the local Sexual Assault Resource Center of the sexual assault when a police report is generated. The local Sexual Assault Resource Center professionals can support the victim during any criminal or campus disciplinary proceeding, including providing the appropriate referrals and resources, and can assist the victim with access to local, state and school resources.

IX. SEXUAL ASSAULT RESPONSE TEAM (SART)

The Parties agree to support and participate in the existing interdisciplinary Sexual Assault Response Team (SART) within their jurisdictions or support the development of a SART that includes campus representatives, city representatives, the Title IX Coordinator or designee, advocates, counselors, medical providers and other competencies that may be needed to adequately deliver essential support services.

The Parties agree to be part of the SART's system-wide review and discussion of the community's response to sexual assault. The Parties also agree to publicize information about SART resources to the campus community and to train SART members on all applicable confidentiality and victim privacy safeguards.

X. COORDINATION DURING AN ON-GOING INVESTIGATION

The Parties will regularly confer on the status of an active investigation to ensure the school's compliance with federal requirements while maintaining the integrity of an active criminal investigation.

The Parties agree, as soon as is practicable and as allowable by federal and state law, to share relevant documentation and other information created and/or maintained during the **Blank** Police Department investigations (such as records of interviews and physical evidence gathered) when a victim of sexual assault and/or an alleged suspect are students or employees of the school.

Where possible and appropriate, the **Blank** Police Department and the campus agree to conduct joint victim and witness interviews to avoid the need for duplicative interviews.

School will disclose to **Blank** Police Department when it has initiated a disciplinary proceeding against the alleged perpetrator, to the extent allowable by state and federal law. **School** will disclose the final results of a disciplinary proceeding to the Parties if it determines that: 1) a student is an alleged perpetrator of a crime of violence or non-forcible sex offense; and 2) with respect to the allegation made against him or her; the student has committed a violation of the institution's rules or policies. In these circumstances, the disclosure may be made with or without the consent of the victim, and regardless of whether the victim pursues criminal charges.

XI. SEXUAL ASSAULT PREVENTION AND TRAINING

School agrees to offer training to the **Blank** Police Department regarding:

- The federal and state requirements regarding sexual assault prevention and response with which they must comply, including the Clery Act, Title IX, Title IV, the Safe Streets Act, Section 14141, FERPA, and other confidentiality and privacy statutes and policies; and

The **Blank** Police Department and **Campus Public Safety Agency** will strive to provide cooperative training opportunities and technical assistance to one another's personnel regarding:

- Investigative methods and best practices relating to evidence collection and preservation, victim and suspect interviewing, witness interviewing and preparation, review of sexual assault response and investigations to detect and address indications of explicit or implicit bias, and other matters as requested.
- Overview of the **School** response to incidents of campus sexual assault.
- Compliance with the Clery Act.

The Parties agree that training should occur regularly, on at least an annual basis, and be reinforced at each agency's management meetings, roll calls, and other gatherings periodically.

The Parties agree to collect data regarding the number and types of trainings provided pursuant to this section, to conduct regular evaluation of these trainings, and to include such evaluation in their data collection and management reviews to look for trends and areas that will need to be revised in future trainings.

B. Campus Community Training and Collaboration

Blank Police Department agrees to collaborate with **School** to provide outreach and training for the campus community about the awareness, prevention, intervention, investigation, and response to sexual assaults and other crimes of violence and to work with community-based resources and experts, including victim advocates, to provide these programs.

XII. ACCOUNTABILITY

The Parties agree to collect data, including a baseline number of reports of Part 1 violent crimes, hate crimes, and sexual assault from the year prior to entering into the MOU, comparison of baseline numbers to current numbers of cases reported, and for each individual case:

- Whether the Parties met the MOU requirements and if not, why;
- Whether the case was successfully prosecuted and if not prosecuted, identification of the reason why the case was not pursued; and
- Feedback from the victim of his or her view of the process.

The Parties agree to collect data regarding the number and types of training each Party provides each year, to conduct regular evaluations of the efficacy of those trainings, and to include such

evaluation in their data collection and management reviews to look for trends and areas that will need to be revised in future trainings. The Parties agree to determine common definitions to ensure a valid comparison of data collected.

Data collection related to the Parties' actions according to this MOU will be reviewed directly between the Parties on at least an annual basis. Sexual assault data will be reviewed on a quarterly basis. Parties will evaluate changes in the number of reports each year and discuss whether any increases or decreases in reporting are due to changes in actual crime levels or changes in levels of reporting. Performance improvement areas, including strategies to increase levels of reporting and decrease instances of crime, will be identified through review of the data and the responsible party will develop action steps to improve those areas.

XIII. Crime Statistics

Pursuant to the Jeanne Clery Act (20 USC § 1092(f)) (the "Act"), the campus is required, to identify and collect certain crime statistics, maintain records, report crime statistics to the U.S. Department of Education ("DOE"), and make the campus community aware of certain crimes on the campus premises. In light of the Act, the **Blank** Police Department will annually provide the **Campus Public Safety Agency** accurate crime statistics related to the Act. The **Campus** will submit its jurisdictional boundaries and crime statistics categories each year to the **Blank** Police Department to process. These boundaries and categories may change due to DOE updates and/or requirements.

Further, the **Blank** Police Department will provide the **Campus** officials limited information in a timely manner as the information relates to matters involving critical and/or threatening circumstances that impact on-going, and/or continual, safety, and/or security threats to the (**School**) community so that campus officials can make an informed decision as to whether or not to disseminate DOE-required notifications or warnings pursuant to the Act. The limited information the **Blank** Police Department releases will consist of:

- i. Type of crime/threat;
- ii. Location of crime/threat;
- iii. Date and time of the crime/threat;
- iv. Circumstances surrounding the crime/threat;
- v. Suspect(s) information;
- vi. Disposition of the crime; and
- vii. Any updates concerning the crime/threat.

XIV. MISCELLANEOUS

Each Party representative responsible for implementation of this MOU will meet at least annually to discuss and evaluate effectiveness of the MOU to determine areas for improvement and discuss appropriate next steps.

This MOU is effective upon signature by each Party.

This MOU may be terminated upon 30 days' notice by any Party. This MOU may be amended or terminated by mutual agreement of the Parties. An amendment or termination should be done in writing.

This MOU may be executed in counterparts.

The Parties agree that any costs associated with this MOU will be covered as follows [insert any necessary language].

Each Party agrees to act in good faith to observe the terms of this MOU; however, nothing in this MOU is intended to require any unlawful or unauthorized act by any Party. Nothing in this MOU shall be interpreted to limit or restrict each of the Parties' legal, jurisdictional, or other rights or obligations with respect to the subject matter of this MOU.

No provision of this MOU shall form the basis of a cause of action at law or equity by any Party against any other Party, nor shall any provision of this MOU form the basis of a cause of action at law or equity by any third party.

Non-Sworn Department Signature

Date

Blank Police Department Signature

Date

[Other] Signature

Date

[Other] Signature

Date

Appendix D

MOU for the Non-Sworn Campus Law Enforcement Agency Recommendations

This document is intended to be used with the template titled, Sample Memorandum of Understanding for Campuses with a Non-Sworn Campus Public Safety Agency. It is intended to assist parties as they tailor the accompanying sample Template-MOU to their unique circumstances. Each title corresponds with the title in the MOU. Guidance is not provided for each title since many of the sections are self-explanatory.

Parties

Campuses may choose to have representatives from several agencies and organizations as parties to the MOU depending on local needs, resources, and personnel. Initial suggestions are included in the Template.

At a minimum, Parties should include the institution of higher education and one or more local law enforcement agencies. Parties are encouraged to include, as appropriate, both on-campus and off-campus resources. Campuses should take into consideration the local needs to ensure that the appropriate parties necessary to fully implement their agreement are included in the MOU. For example, if a campus contracts with an external security firm, that firm might also be included as a Party.

Purpose

The template describes purposes of this agreement. Parties may wish to discuss additional, local purposes to be included as a part of the MOU.

Statement of Principles

The joint Statement of Principles should be discussed by Parties before signing. Parties may choose to incorporate some or all of the proposed language into their MOU based on local needs.

Collaboration

Parties should review the language pertaining to collaboration and responsibility, to carefully tailor it to their unique circumstances.

Parties should seek to improve processes and protocol in a collaborative atmosphere that seeks to improve systems without assigning blame.

Reports and Investigations

Parties should review the language pertaining to reports and investigations, to carefully tailor it to their unique circumstances.

Victim-Centered Assistance and Evidence Collection

Note that only sworn law enforcement personnel have the authority to secure evidence to maintain chain of custody, and to receive evidence from a sexual assault examination. However, non-sworn campus safety personnel can assist in preserving evidence. For example, keeping people away from a location before law enforcement arrives. Parties are encouraged to discuss any additional protocols that may be warranted in order to promote effective preservation of evidence and investigation of an incident.

Communication with the Complainant

Parties should seek guidance from the local Sexual Assault Resource Center to ensure the requirements of this section of the MOU are based on trauma-informed standards and practices.

Coordination During an On-Going Investigation

Parties should consider further identifying specific circumstances when information may be disclosed or is considered privileged or cannot be released because it is part of an active investigation.

Accountability

Parties should consider meeting a least once per quarter, but should adjust frequency based on local needs.

Miscellaneous

Parties should include any additional provisions in this section that do not fit in the above sections.