CITY CLERK
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Building Partnerships among Law Enforcement Agencies, Colleges and Universities

Memorandum of Understanding to Prevent and Respond Effectively to Sexual Assaults at Colleges and Universities

The White House Task Force to Protect Students from Sexual Assault (the Task Force) is working to assist institutions of higher education (IHE) and law enforcement agencies as they develop strategies and tools to address the serious issue of sexual violence in higher education. Partnerships between local law enforcement agencies and IHEs, including those with campus police departments, can strengthen, and help sustain, their efforts to prevent and effectively respond to sexual assault using a fair, victim-centered, and trauma-informed approach. IHEs and local law enforcement agencies may have various tools to support communication and collaborative efforts to prevent and respond effectively to sexual violence, including memoranda of understanding (MOUs) and other relationship-enhancing documents. For more guidance on applicable federal laws and relevant policies, see the following resources:

- Violence Against Women Reauthorization Act of 2013 amendments to the Clery Act, Department of Education Final Rule (2014), http://www.gpo.gov/fdsys/pkg/FR-2014-10-20/pdf/2014-24284.pdf
- Handbook for Campus Safety and Security Reporting (2011), http://www.ed.gov/admins/lead/safety/handbook.pdf
- Clery Act Training, http://www.ed.gov/admins/lead/safety/campus.html
- Clery Act Regulations, http://www.ecfr.gov/cgi-bin/text-idx?rgn=div8&node=34:3.1.3.1.34.4.39.6
- Questions and Answers on Title IX and Sexual Violence (2014), http://www.ed.gov/ocr/docs/qa-201404-title-ix.pdf
- Family Policy Compliance Office (FPCO), http://www.ed.gov/fpco
- Guidance - Addressing Emergencies on Campus (2011), http://www2.ed.gov/policy/gen/guid/fpco/pdf/emergency-guidance.pdf
- Title IV of the 1964 Civil Rights Act, http://www.justice.gov/crt/about/edu/types.php
- Section 14141 and the Safe Streets Act, http://www.justice.gov/crt/about/spl/police.php
- The First Report of the White House Task Force to Protect Students from Sexual Assault (2014), https://www.notalone.gov/assets/report.pdf
- Sample Language for Reporting and Confidentially Disclosing Sexual Violence (2014), https://www.notalone.gov/assets/reporting-confidentiality-policy.pdf
- Title IX/Clery Act Intersection Chart (2014), https://www.notalone.gov/assets/ferpa-clerychart.pdf
- Substance Abuse and Mental Health Administration (SAMHSA)– SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach (2014), http://store.samhsa.gov/shin/content/SMA14-4884/SMA14-4884.pdf

Arizona State University agrees that coordinating sexual assault prevention and response works best as part of an integrated public safety and crime prevention strategy and where there is a concerted effort to develop close working relationships and trust with law enforcement partners and community groups. In that endeavor, we hope you will strongly consider the attached MOU.

MEMORANDUM OF UNDERSTANDING
RE: SEXUAL VIOLENCE

This Memorandum of Understanding ("MOU") is entered into between the Arizona Board of Regents for and on behalf of Arizona State University ("ASU" or "University") and its police department, and the City of Glendale Police Department. Glendale Police Department ("Glendale PD") and Arizona State University Police Department ("ASU PD") shall collectively be referred to herein as the "Parties."

This MOU is nonbinding and will not give rise to any legally binding obligation on the part of any party. The intent of this MOU is to enhance cooperation and understanding among law enforcement agencies serving the University community. This MOU is authorized under A.R.S. §§ 11-952 and 13-3872.

PURPOSE

The purpose of this MOU is to enhance safety for students, employees and visitors and better serve the residents and students in this community, ensure that investigations are comprehensive, aid in disciplinary proceedings, facilitate the prosecution of offenders, respect the legal rights of those accused of sexual assault, and provide appropriate support to victims of sexual assault. Accordingly, this MOU sets forth the respective roles and responsibilities of the Parties related to the prevention of and response to sexual assault. The Parties acknowledge that the unique circumstances of individual cases may give rise to issues not addressed by this MOU, which may necessitate further discussion and agreement.

COMMUNICATION AND COORDINATION

1) The Parties will keep each other informed about current trends and patterns in sexual assaults both on and off campus by sharing data and analysis. The Parties will meet regularly to share this information.

2) The Parties agree to coordinate the sharing of information about crimes that may pose a serious threat to the health or safety of the campus and near-campus communities to facilitate the issuance of Clery Act-required timely warnings and emergency notifications. The Parties acknowledge that University need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications, nor is the University required to seek preclearance of the content of any warning/notification. However, the Parties will collaboratively establish protocols to inform each other about such warnings.

3) The Parties agree to implement communication strategies to promote, among other things, collaboration and information sharing and coordinate investigative efforts to the extent permitted by law. As part of these strategies, the Parties are committed to providing a timely response to calls for service for sexual assault, dating/domestic violence and stalking within the jurisdictions covered by this MOU. These strategies will identify when information related to a report of sexual assault can be shared between the ASU Police Department and the Glendale Police Department, including when aggregate reporting data must be shared under the Clery Act. The victim's interest in maintaining the confidentiality of personally identifying information will be respected. The Parties will identify the rare and exigent circumstances when personally identifying information will be shared without the victim's consent.

4) The Glendale Police Department will, after seeking and receiving consent from the victim, promptly notify the ASU Police Department and/or ASU Office of Student Rights and Responsibilities when students are identified as the victims or suspects of sexual assault that occur off campus, so as to coordinate resources to minimize/prevent further victimization, trigger appropriate institutional investigative action and disciplinary proceedings against alleged offenders, and to adequately inform the greater campus community of serious ongoing threats to student and employee health and safety[1]. All such notifications to campus authorities should be documented in police incident reports. ASU Police Department, ASU Office of Student Rights and Responsibilities, and ASU Office of Equity and Inclusion will insure that appropriate institutional investigative actions will not interfere with the investigating agency's in-progress criminal investigation.

5) The Parties agree, at the appropriate time and as allowable by federal and state law, to share relevant documentation and other information created and/or maintained during local law enforcement investigations (such as records of interviews) in all cases where a victim of sexual assault consents to this information-sharing, and a victim of sexual assault and/or an alleged suspect are students or employees of ASU. The purpose of this information-sharing is to ensure the delivery of appropriate services, facilitate full and fair disciplinary investigations, prevent acts of retaliation against the victim or witnesses, and to assess special threats posed by offenders within the respective jurisdictions as part of an overall effort to prevent the occurrence of similar crimes.[2]

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[1] When obtaining consent from the victim, the investigating agency should inform victims of sexual assault that notification to the ASU Police Department likely will also result in notice to the ASU Title IX coordinator.

[2] The local law enforcement agency and ASU Police Department will have protocols regarding the jurisdiction of each agency over sexual assault, including but not limited to geographic locations and types of crimes. Such plans also may involve information-sharing to ensure both agencies can promptly and effectively respond to crimes within their jurisdiction and appropriately refer any that fall outside their jurisdiction.

SEXUAL VIOLENCE PREVENTION

1) The Parties will cooperate in the development and implementation of sexual assault, dating/domestic violence, gender based harassment and stalking prevention strategies for students and will share relevant crime data in furtherance of crime prevention goals.

2) The Parties agree to cooperate in the development and implementation of research-informed strategies to prevent sexual assault, including those directed at reducing the use, possession and distribution of drugs and alcohol to facilitate sexual assault.

3) The Parties agree to collaborate on educational/awareness programs for students and University personnel (e.g., the sexual assault prevention and awareness programs required by the Clery Act and bystander intervention training) and to work with community-based resources and experts, including victim advocates, to provide these programs.

4) The Parties agree to engage in outreach and collaborate with the campus community to promote positive working relationships between law enforcement and students, faculty, staff, and other stakeholders. Outreach may include: information made available online through the University website and/or social media; discussions of campus safety and crime prevention during student orientations and new employee orientations; the distribution of materials to inform students, staff and parents about public safety resources on campus and in collaboration with the community; and information about how sexual assault victims can get help in both emergency and nonemergency situations. The Parties agree to conduct such outreach in a manner that is accessible to students and parents with disabilities or limited English proficiency.

5) The Parties agree to facilitate the creation of new or the promotion of existing neighborhood watch programs, after-hours student safety escort programs, blue light emergency notification systems, text-a-tip hotlines, electronic notification systems, and similar community safety initiatives, keeping in mind that the majority of sexual assaults are committed by intimate partners and acquaintances.

RESPONSE TO REPORTED SEXUAL ASSAULT

1) The Parties agree that the Glendale Police Department and the ASU Police Department may request assistance from, and render assistance to, the other to respond to or investigate reports of sexual assault. The Parties, if not already created, will establish procedures that set out the jurisdiction of the local law enforcement agency and provide for cross- or multi-jurisdictional response and/or

investigation as appropriate. These policies and procedures will provide for coordination of the response to reports of sexual assault by clarifying roles and responsibilities based on criteria such as location and type of incident (e.g., apparent misdemeanor or felony).

2) ASU will work to ensure victims know of the right to report the sexual assault to law enforcement and will assist victims who wish to report to do so promptly, in order to facilitate preservation of evidence and an effective response by trained criminal investigators. Under no circumstances will ASU either dissuade or require the victim to make a criminal complaint.

3) The Parties recognize that regardless of which agency ultimately takes the lead investigative role in responding to a sexual assault, the other Party may be the first responder to the report of the sexual assault. Thus each of the Parties has a responsibility to respond in a manner that facilitates an effective law enforcement and institutional response, as well as appropriate treatment of the individual reporting the sexual assault. This includes ensuring the appropriate preservation of evidence.

4) The Parties agree to use the expertise and resources of the cooperating agencies to ensure timely and proper evidence collection, maintenance and preservation. The Parties agree to preserve evidence, regardless of whether the investigation is carried out by local law enforcement or is handled by the ASU Police Department.

5) The Parties agree that law enforcement agencies subject to this MOU will ensure the proper administration of sexual assault forensic evidence (SAFE) exams and proper custody and control of all collected evidence, with particular attention paid to collecting evidence regarding drug-facilitated assaults. The Parties agree to determine which agency will be responsible for transporting victims for medical services including SAFE exams.

6) The Parties agree that any law enforcement officer or responding individual will not make statements or act in any manner that directly or indirectly discourages the victim from pursuing criminal charges at the time that the officer responds to an incident or during the initial interview, such as by stating that it is likely that the prosecutor would not seek an indictment or that a jury would not convict.

7) 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 SAFE examinations, and encouraged to provide whatever time-sensitive, case-related information the victim is able to provide. Victims should be advised of how the investigation and charging process will proceed generally and informed of their options with respect to their participation

in that process. However, consistent with trauma-informed interview and investigatory practices, victims should not be encouraged to make any immediate decisions with respect to future participation in that process. A victim who decides not to participate in the investigation or prosecution should not be required to sign a waiver form, as this decision can be documented in police reports and case files. The Parties will not use waivers regardless of whether they are permanent, as victims may interpret them as such, and may feel pressured into signing them. Victims who decide not to participate will be informed that their case can be reopened at their request, and will be given appropriate information about the timing and process for doing so.

EDUCATION

1) The Parties agree that any individual who may be required to conduct an investigation in response to a reported sexual assault will be given specialized, trauma-informed training, and periodic follow-up instruction, in responding to and investigating sexual assault in an effective and bias-free manner, including forensic interviewing and evidence gathering techniques, as well as trauma-informed and bias-free investigative skills that emphasize avoiding questions and behaviors that may contribute to the re-victimization of a victim or witness. Such training must also address how to identify an individual who may require immediate assistance or other services such as suicide counseling, protective custody placement or emergency medical/mental health treatment.

2) ASU provides education for its personnel on 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. This information will highlight campus-based resources, reporting options for victims, the investigation process used in sexual assault cases, and the accommodations that schools can provide to sexual assault victims. Education sessions are available to the partner agency identified in this MOU upon request.

3) The Parties agree to provide job-specific, trauma-informed training for 911 dispatchers and first responders from their respective agencies on how to handle reported incidents of sexual assault and other crimes of violence.

MISCELLANEOUS

1) 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.

2) 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.

3) This MOU is effective upon signature by each Party.

4) 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.

THE ARIZONA BOARD OF REGENTS FOR
AND ON BEHALF OF ARIZONA STATE
UNIVERSITY AND ITS POLICE DEPARTMENT

By: Michael Thompson
Michael L. Thompson
Chief of Police

Date: June 9th, 2016

CITY OF GLENDALE POLICE DEPARTMENT

By: Debora Black
Debora Black
Chief of Police

Date: April 18, 2016

ATTEST:

Darcie McCracken
City Clerk

Approved as to form

G. A. M. for
City Attorney