The Template MOU provides sample language for parties to incorporate into their local agreement. Parties may wish to adapt the Template to ensure consistency with other agreements already in place between some or all of the Parties, and to revisit any preexisting agreements to reconcile any changes in law or practice. Please consult the How-To Guide for context and additional suggestions Parties may wish to use to supplement various sections of the Template.

I. PARTIES

This Memorandum of Understanding is between [Campus],1 [Local Law Enforcement Agency, or “Agency”], [Sheriff],2 [District Attorney], [Qualified Community-Based Organizations (“CBOs”) or Rape Crisis Centers (“RCCs”)], and [Local Medical Facility and/or Sexual Assault Response Team associated with a Medical Facility (“Medical”)]3 (“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 AB 1433 (Gatto, 2014), specified in the California Education Code (Ed. Code, § 67383, subd. (a) and Ed. Code, § 67381), and requiring covered institutions to adopt and implement written policies and

1 For purposes of this MOU, we use [Campus] to refer to the college or university’s administration, with the understanding that the institution as a whole is a party to the MOU and should designate the appropriate point of contact for law enforcement collaboration. Depending on the unique circumstances of each Campus, more than one department within a college or university may need or wish to be represented in this MOU, depending on local administrative needs. For example, for those institutions with sworn police officers, the institution might simply designate someone in the police department as the sole point of contact. If a campus contracts with an external security firm, that firm might also be included as a Party, assuming the campus resolves any legal questions regarding information-sharing between sworn and non-sworn officers or other security personnel. Institutions may also want to include the Title IX officer or other designated individual. Institutions should make these decisions based on local needs to ensure that the appropriate parties are included in this MOU to fully implement the agreement.

2 The Sheriff’s Department has concurrent jurisdiction over any campus located within its county boundaries.

3 Based on local needs, the parties may or may not need or desire to include all the Parties listed above, e.g., the local medical facility where sexual assault forensic exams are conducted, as they may already have an MOU or Agreement with local law enforcement to conduct exams.
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 California Education Code sections 67380, 67381 (the Kristin Smart Campus Safety Act of 1998) and 67383; SB 967 (de León, 2014), specified in California Education Code section 67386; 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 California Penal Code 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. DEFINITIONS

Parties should include all relevant definitions in this section. The How-To Guide includes suggested terms and definitions for the Parties to use based on local needs.

V. 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 [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 [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

*Parties should review the suggested language below carefully and tailor it to their unique circumstances. Additional considerations are included in the Guidance Document.*

[Campus] has operational responsibility for any crimes, including Part 1 violent crimes, hate crimes, and sexual assault, occurring on [Campus] (Appendix A) as well as any [Campus] facilities that are identified in Appendix B. [Agency] has operational responsibility for any crimes, including Part 1 violent crimes, hate crimes, and sexual assault, that occur within the municipality in which [Agency] serves as the Police Department (Appendix C).

[Sheriff] shall have concurrent jurisdiction over [Campus] property and facilities, as well as municipalities within the County in which [Sheriff] has jurisdictional authority and operational responsibilities (Appendix D).
[Campus] will act as the first responder to incidents, and have responsibility for the investigation of crimes and reporting to [Agency] of Part I violent crimes, hate crimes, and sexual assault, occurring on [Campus] (Appendix A) as well as any campus owned, operated and/or occupied facilities listed in Appendix B.

[Agency] will act as the first responder to incidents, and have responsibility for the investigation of crimes and reporting to [Campus] of Part I violent crimes, hate crimes, and sexual assault, occurring at all other locations within [Agency’s] jurisdictional boundaries (Appendix C) unless by separate agreement between [Agency] and [Campus].

[Sheriff] will act as the first responder to incidents, and have responsibility for the investigation of crimes and reporting to [Campus] of Part I violent crimes, hate crimes, and sexual assault, occurring at all locations within [Sheriff’s] jurisdictional boundaries not covered by Appendices A, B, and C, unless by separate agreement between [Sheriff], [Agency] and/or [Campus].

If incidents occur that involve police action from both [Campus] and [Agency] and/or [Sheriff], 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.

VI. 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. [Campus] Reports to [Agency]

Pursuant to California Education Code sections 67380(a)(6)(A) and 67383(a), [Campus] will report immediately or as soon as practicably possible to [Agency] all reports received by a Campus Security Authority 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 [Campus] employees that are then conveyed to [Campus] 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 [Agency] will be documented in [Campus] records. In addition, [Campus] will maintain a public crime log documenting the "nature, date, time, and general location of each crime" and its disposition, if known. The log should be accessible to the public during normal business hours.

B. [Agency] Reports to [Campus]

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

[Agency] and [Sheriff] will promptly notify [Campus] 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 [Agency’s] or [Sheriff’s] jurisdiction, and/or when [Agency] or [Sheriff] 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 [Campus] will be documented in [Agency] incident reports.

[Agency] will promptly notify [Campus] if it has referred the incident to [District Attorney] for charges to be filed, and of any charging decisions made by [District Attorney].
C. Clery Warnings

The Clery Act requires [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 [Campus] need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications, nor is [Campus] required to seek preclearance of the content of any warning/notification. However, [Campus] will inform [Agency] about such warnings as soon as practicable through the points of contact listed in this MOU.

VII. 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 [Campus] officials.4

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.5 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.6

Prior to obtaining consent from the victim to share personally identifying information, Parties will inform the victim of sexual assault that notification to [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.7 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

---

4 Given the multiple entities that may need to respond to a reported instance of sexual violence, and the differing responsibilities of each entity, effective communication and coordination are critical.
6 Ed. Code, § 67380, subd. (a)(6)(A) and Penal Code, § 293, subd. (d).
7 While non-professional counselors may have responsibilities that would qualify them as “responsible employees” for Title IX purposes, if the IHE designates them as “confidential resources,” they need only report general, non-personal identifying information to the Title IX Coordinator. (U.S. Dept. of Education, Office for Civil Rights, Questions and Answers on Title IX and Sexual Violence (April 2014) E-3.)

http://oag.ca.gov/campus-sexual-assault
true name. In that case, [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 on [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.

VIII. 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.

[Agency] understands that once [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 [Agency]. [Campus] understands that [Agency] 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. SAFE 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 forensic examination (SAFE), 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 an RCC immediately.

The Parties agree that under all circumstances in which the victim consents to a medical examination and a SAFE exam, [Agency]8 will provide transportation to the local medical facility where SAFE exams are conducted. If the victim declines [Agency] transportation or if the victim reports to the medical facility, [Agency] 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 local Rape Crisis Center to respond to the medical facility to provide support to and advocacy for the victim. [Agency] will pay for the SAFE exam, and the Parties agree that [Agency] 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 SAFE 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 SAFE exam is completed, [Agency] will collect the SAFE kit, submit it to the appropriate crime lab for analysis pursuant to California 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,

8 Based on local needs and agreements, [Campus] police may also provide such transportation.
provide access to any necessary health or safety resources, and encourage the victim to engage with [Campus] personnel, [Agency] and privileged counseling services.

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

Similarly, in no circumstances will [Agency] 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, [Agency], [Sheriff], [Campus], [District Attorney], [Qualified CBOs/RCCs]. 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 Victim-Witness Assistance Program of the sexual assault when a police report is generated. The Victim-Witness Assistance 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 financial resources through the Victims of Crime Fund.

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 [Campus] 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.

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 [Campus]’s compliance with federal requirements while maintaining the integrity of an active [Agency] 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 [Campus] or [Agency] 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 [Campus].

Where possible and appropriate, [Campus] and [Agency] agree to conduct joint victim and witness interviews to avoid the need for duplicative interviews.

[Campus] will disclose to [Agency] when it has initiated a disciplinary proceeding against the alleged perpetrator, to the extent allowable by state and federal law. [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.

[Agency] and [District Attorney] will share with [Campus] 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.

IX. SEXUAL ASSAULT PREVENTION AND TRAINING

A. Training Offered by [Agency], [Campus] and [Qualified CBOs/RCCs]

[Campus] agrees to offer training to [Agency] 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 [Campus] as compared to similar criminal offenses.

[Agency] agrees to offer training and technical assistance to [Campus] security personnel and any personnel involved in a campus disciplinary investigation or proceeding regarding:
- [Agency]-based resources, reporting options for victims, the investigation process used in criminal cases, and the accommodations that [Agency] can provide or arrange for sexual assault victims.
- 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.
[Qualified CBO or RCC] agrees to offer training and technical assistance to [Campus] and [Agency] involved in campus disciplinary investigation or proceeding regarding:

- Services for survivors in the community.
- Overview of survivors’ rights.
- Dynamics and trauma associated with sexual assault from a trauma-informed lens.
- Strategies and practices in the prevention of sexual assault and shifting social norms that perpetuate sexual violence.
- Compliance with California Education Code section 67386.

[Agency] agrees to provide its officers and command-level staff with trauma-informed sexual assault training. Training provided by [Agency] will be Peace Officer Standards and Training ("POST") certified or provided by a trauma and sexual assault expert.

The Parties agree that training should occur regularly, on at least an annual basis, [Insert Frequency] and be reinforced at 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

[Agency] agrees to collaborate with [Campus] 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.

X. 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 and, for sexual assault data, through the SART 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.

**XI. 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.