

*Portions highlighted grey and in brackets require institutions to insert information.

[The Office of Higher Education acknowledges the unique nature and needs of each institution, and therefore views this document solely as a tool. Institutions are expected to work with local/primary law enforcement agencies to write and develop a working document of shared goals, collaboration and mutual respect]

MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL LAW ENFORCEMENT AND INSTITUTION TEMPLATE

Purpose

Minnesota Statute §135A.15 Subd. 4 states that a “postsecondary institution must enter into a memorandum of understanding with the primary law enforcement agencies that serve its campus.” This memorandum of understanding (“MOU”) is designed to coordinate and implement a consistent, culturally responsive, victim-centered, and trauma-informed response to incidents of sexual violence as defined in Minnesota Statute §135A.15 Subd. 1a(c). This MOU identifies the community members as employees, students, guests, and third-party vendors of [institution].

Points of Contact

Primary Contact of Local Law Enforcement Agency associated with this MOU shall be:

[Postsecondary Institution Contact and Contact Information]

[Local Law Enforcement Contact and Contact Information]

Jurisdiction

The [institution] maintains primary jurisdiction for any alleged sexual assault as described in Minnesota Statute §135A.15 occurring on campus or facilities that are owned or occupied by the institution, programs, and activities. [local law enforcement agency] has primary jurisdiction for any criminal investigation in the greater [city/town] area. [institution] may defer primary jurisdiction to [local law enforcement agency] in the case of eminent danger to the campus community necessitating emergency response.

Shared Responsibilities between [local law enforcement] and [institution]

- Determine protocol for investigation and preservation of evidence
- Set standards of notification and communication
- Create a method for sharing information about specific crimes, when directed by the victim
- Create a method of sharing details of crimes in accordance with applicable law, anonymously, in order to protect overall campus safety
- Assist victims to access resources including a forensic medical exam, medical treatment, or advocacy services and resources, either on or off campus
- Refrain from making comments that blames the victim or implies another course of action that could have prevented the violence
- Refrain from discouraging victims for pursuing medical care, criminal charges, or participation in the institution’s disciplinary process
- Work collaboratively to ensure the safety and security of the [institution] community and the greater community

- In accordance with applicable law, ensure the privacy of individuals involved in any report of sexual misconduct and Clery crimes unless there is an imminent safety risk to the [institution] community
- Keep each other informed about current trends and patterns in sexual assaults and other Clery crimes both on and off campus
- Conduct an annual “campus safety walk” to identify factors that may contribute to or facilitate sexual violence or Clery crimes
- Meet in person or virtually on an annual basis to discuss this document and make changes as needed to ensure appropriate response
- Cross-train on initial response protocols and investigation procedures, as well as training on the neurobiology of trauma, trauma-informed response, and culturally responsive practices
- Review and update this MOU every two years

Responsibilities of [law enforcement agency]

- Respond to [institution] with reasonable promptness when a victim intends to report to law enforcement
- Share information, in accordance with applicable law, with appropriate campus officials (Campus Police/Safety, Title IX Coordinator) about a specific crime with [institution], when directed by the victim
- Contact [institution] promptly regarding any reports of alleged criminal sexual misconduct involving any student or employee regardless of location
- Share details of crimes anonymously in accordance with applicable law, in order to protect overall campus safety
- Assist [institution] with preservation of evidence
- Offer a trauma-informed response that treats victims with dignity
- Support a victim's decision whether or not they decide to pursue a criminal complaint process
- Cooperate with [institution] when a criminal investigation is initiated so as not to interfere with [institution]'s requirements under Title IX or other applicable law
- Provide consultation and technical assistance as needed with regard sexual violence and other Clery Act crimes

Responsibilities of [institution]

- Refer victims to local law enforcement to pursue criminal charges
- Contact law enforcement if there is a risk of violent behavior that may affect the [institution] or greater community
- Share information about a specific report with [law enforcement] when directed by the victim
- Share details of crimes anonymously in accordance with applicable law, in order to protect overall campus safety
- Coordinate with law enforcement, allowing for a temporary delay or extension of time frames in an institutions' grievance process if there is a concurrent criminal investigation, acknowledging specific circumstances may cause for a reasonable delay in the process
- Offer a space for [local law enforcement] to conduct any interviews privately
- Take reasonable steps to continue the [institution]'s disciplinary process, upon the receipt of a formal complaint regardless of a criminal investigation
- Consult as needed with [local law enforcement] on matters related the criminal process with regard to sexual violence and other Clery crimes or if there is a concern about the greater safety of [institution]
- Distribute this MOU to employees electronically to employees at the commencement of each academic year
- Share institution's campus map with [local law enforcement]

Acknowledgement

- Each party agrees to act in good faith of this MOU
- The MOU is effective upon the signature of each party
- The MOU can be terminated with 30 days' notice by any party.
- Amendments must be made in writing, signed and dated by the parties

Costs associated with this MOU will be incurred in the following manner [list below]:

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Authorized Signatures

[Law Enforcement Designee Signature and Date]

[Postsecondary Institution Designee Signature and Date]

References:

U.S. Department of Justice (2015). [Building Partnerships among Law Enforcement Agencies, Colleges and Universities \(justice.gov\)](#)

Massachusetts Memorandum of Understanding

[https://www.mass.edu/strategic/documents/AICUM%20Developed%20and%20DHE%20accepted%20610%20CMR%2014.00%20MOU%20template\[83\].pdf](https://www.mass.edu/strategic/documents/AICUM%20Developed%20and%20DHE%20accepted%20610%20CMR%2014.00%20MOU%20template[83].pdf)

MOU template created by the Minnesota Office of Higher Education