

MEMORANDUM OF UNDERSTANDING
Kirkland Police/Campus Public Safety Department

I. PARTIES

This Memorandum of Understanding is between Lake Washington Institute of Technology and the Kirkland Police Department.

The Parties agree to each identify a central point of contact for the other with respect to this MOU. The point of contact for Lake Washington Institute of Technology is the Manager, Campus Public Safety and the point of contact for Kirkland Police Department is the Investigations Division Lieutenant, 425-587-3400.

Unless otherwise agreed to, all information-sharing between the Parties described in this MOU should 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 for institutions of higher education 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 for institutions of higher education 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. DISCLAIMER

Nothing in this agreement is intended to create, extend or impose any legal obligations or duties as to either party that do not already exist under law. Nothing in this agreement shall be construed to establish any standard of care.

IV. COLLABORATION

The Lake Washington Institute of Technology recognizes and respects the Kirkland Police Department's need to respond to, investigate, and document student and employee complaints of sexual violence. The Lake Washington Institute of Technology will notify the Kirkland Police Department of allegations of sexual violence on campus that are reported, for emergency response or investigation, to Campus Public Safety or any Campus Security Authority. The school's 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 Kirkland Police Department. Except where disclosure is required by law, Lake Washington Institute of Technology will not notify the Kirkland Police Department of allegations of sexual violence on campus that are reported only to pastoral employees, mental-health professionals, or counselors.

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

When the Kirkland 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 Kirkland Police Department will share pertinent information with the designated campus official, as authorized by law, to assist in completing its reports. The Kirkland 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 will, with the consent of the victim, 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, Kirkland Police Department may if requested provide transportation to the local medical facility where SANE exams are conducted. If the victim declines the Kirkland 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 Kirkland Police Department and/or Campus Public Safety will not directly or indirectly pressure the victim to report the offense.

The Parties agree the Kirkland Police Department will consistent with its policies 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 Kirkland 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, Kirkland Police Department, Campus Public Safety 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 Kirkland 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 Lake Washington Institute of Technology, municipal and other governmental agencies, Kirkland Police Department, Campus Public Safety 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, with the victim's consent, 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 Lake Washington Institute of Technology 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..

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 Lake Washington Institute of Technology' 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 Kirkland 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 Lake Washington Institute of Technology.

Lake Washington Institute of Technology will disclose to Kirkland Police Department when it has initiated a disciplinary proceeding against the alleged perpetrator, to the extent allowable by state and federal law. Lake Washington Institute of Technology 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

The Kirkland Police Department and Campus Public Safety 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 Lake Washington Institute of Technology response to incidents of campus sexual assault.
- Compliance with the Clery Act.

B. Campus Community Training and Collaboration

Kirkland Police Department agrees to collaborate with Lake Washington Institute of Technology 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

- 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.

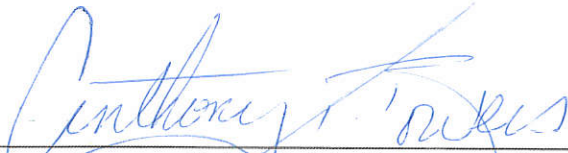
This MOU may be terminated upon 30 days' notice by any Party. This MOU may be amended or terminated by mutual agreement of the Parties. An amendment or termination should be done in writing.

This MOU may be executed in counterparts.

The Parties agree that any costs associated with this MOU will be covered as follows:

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.



Campus Public Safety Department Signature

1.31.17

Date



Kirkland Police Department Signature

1/26/17

Date



[Other] Signature

LAKE WASHINGTON INSTITUTE OF TECHNOLOGY
VICE PRESIDENT, ADMINISTRATIVE SERVICES

1/31/17

Date

[Other] Signature

Date