



## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on April 7, 2023, by Minnesota North College, Itasca and the Grand Rapids Police Department.

The City Police Department and the College have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant community. The Minnesota Legislature passed legislation, Minn. Stat. § 135A.15, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 2, addressing campus sexual assault that, among other things, requires postsecondary institutions and local law enforcement agencies to enter into a memorandum of understanding that delineates responsibilities and requires certain information sharing, in accordance with applicable state and federal privacy laws, about certain crimes.

The College is responsible for investigating complaints of discrimination, harassment, and sexual assault, domestic violence, dating violence, and stalking.

The City Police Department and the College agree that crime occurring on campus, and in certain areas off campus, is a serious problem that warrants the parties' continued cooperation, collaboration, and communication to assist crime victims and to ensure appropriate prosecution of responsible persons when a crime affecting a College student or employee occurs within the municipal boundary of the City of Grand Rapids.

The purpose of this MOU is to acknowledge shared interests between the City Police Department and the College and to promote and maintain a continued harmonious working relationship and cooperative effort between the parties. It is not intended to make one entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the parties. Additionally, this MOU is not intended to have one entity direct the activities of the other entity.

The Grand Rapids Police Department and Minnesota North College, Itasca agree as follows:

1. To cooperate, to the extent permitted by law, regarding incidents of sexual violence involving a College student-victim or student-suspect. For purposes of this MOU sexual violence means a continuum of conduct that includes sexual assault, sexual battery, dating and relationship violence, stalking, as well as aiding acts of sexual violence. Nothing in this MOU shall be construed as requiring PD to share information with the College if PD reasonably believes that doing so would jeopardize its criminal investigation.

- a. The College and PD will communicate regularly during their respective investigations, to the extent permitted by law. The parties recognize the need to balance the interests of the criminal process and the College's obligations under state and federal law.
- b. If necessary to prevent interference with its criminal investigation, PD will provide the College a summary of sexual violence involving a College student-victim. PD will provide College with the victim's name and basic information about the incident upon the written consent of the victim(s), in accordance with Minnesota law. In some cases, the College may need to take immediate interim action to protect the victim(s) and keep the campus safe. However, upon PD's request, College will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon such notice by PD, the College will limit information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, PD will notify College when it has completed its initial investigation and notification to the parties by College will not interfere with the criminal investigation.
- c. When College receives a report of sexual violence, it will inform the victim of its coordination with PD and will make the victim aware of the victim's right to make a criminal report, if the victim desires. If the victim requests, the College will coordinate and assist the victim in contacting PD.
- d. If requested, the College will provide PD with copies of policies and procedures and the College's Sexual Violence prevention brochure regarding the College's administrative complaint process, protective measures, campus resources, and information provided to victims regarding preservation of evidence. PD agrees that its investigators will strive to provide this information to student-victims interviewed in cases involving sexual violence, when requested to do so by the victim.
- e. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy.

2. Collection of Crime Statistics. The College is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the College must request crime statistics from PD annually. PD agrees to cooperate with the College and undertake reasonable efforts to respond to the College's request for crime statistics in a timely manner.

### 3. Emergency Notification and Crime Alerts.

- a. The parties acknowledge that the College is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The College is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.

b. If PD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the College's students, faculty or staff, PD will notify the College so that the College can determine whether an emergency notification or timely warning should be issued by the College.

4. The parties agree to meet periodically, as needed, to discuss matters relating to this MOU.
5. This MOU shall remain in effect until December 31, 2025. The parties shall endeavor to examine this MOU as the end date approaches to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.
6. Either party may terminate the MOU prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written agreement to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.
7. This MOU may be modified only in writing and must be signed by both parties.
8. Each party is responsible for its own acts and behavior and the results thereof. College's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.
9. The City and the College must comply with the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13, as it applies to this MOU.

The undersigned have executed this Memorandum of Understanding this 7th day of April 2023.

Name and Title \_\_\_\_\_

Grand Rapids Police Department

Name and Title \_\_\_\_\_

Minnesota North College, Itasca