

Memorandum of Understanding

Between Walla Walla Community College and the City of Walla Walla Police Department

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between Walla Walla Community College ("WWCC"), and the City of Walla Walla Police Department ("WWPD"). This MOU is meant as a guide to help formalize the commitment of the parties to work together to provide the effort and support required to aid the overall response to sexual assault at WWCC. The parties share the goal of preventing sexual assault at WWCC and the broader community, and responding appropriately to victims of sexual assault. This MOU is intended to allow WWCC to meet its obligations to resolve sexual assault complaints promptly and equitably under Title IX of the United States Education Amendments of 1972 and requirements of SSB 5518, §5.

I. Description of the Parties

a. Walla Walla Community College, first established in 1967, is a public community college with its main campus in Walla Walla, as well as serving many communities in southeastern Washington. It has an annual enrollment of over 10,000 students.

b. The City of Walla Walla is home to Walla Walla Community College main campus and has a population of nearly 32,000.

II. History of Collaborative efforts

The parties have historically collaborated on sexual violence prevention at WWCC. This MOU builds on the previous efforts to provide the best available services to victims and training relevant personnel.

III. The Role of WWCC

WWCC agrees to:

a. Identify a central point of contact with respect to this MOU. The WWCC point of contact shall be the Title IX Administrator;

b. Provide training to its employees about: the federal and state requirements for WWCC in responding to sexual assault; WWCC's Code of Conduct, policies and procedures in responding to sexual assault and the educational and other accommodations that can be provided to victims of sexual assault. Additionally, WWCC will take care to train its employees in the

differing status of offenses (e.g. sexual misconduct and assault) as defined and investigated by WWCC as compared to similar criminal (or non-criminal) offenses;

c. Provide to its employees and students printed and online materials about reporting options, including information about how to file a complaint with WWCC and how to report a crime to campus Security or WWPD;

d. Collaborate and coordinate with WWPD with respect to investigations so as to allow the WWPD to promptly and efficiently investigate and / or seek prosecution of all matters reported to them and allow WWCC to promptly and equitably investigate all matters reported to it;

e. Inform the WWPD about the reporting obligations of WWCC employees and identify those employees with whom students can speak confidentially;

f. Inform the WWPD about WWCC investigations in matters where the claimant/victim is known or suspected to have made a criminal report (consistent with WWCC's legal obligation to promptly investigate);

g. Ensure the availability of its contacts (as provided for herein) and its Title IX Administrator to meet regularly with the WWPD; and

h. Collaborate with WWPD on prevention approaches and activities.

IV. The Role of the City

The City agrees to:

a. Identify a central point of contact for WWCC and with respect to this MOU. Generally, the City's point of contact will be its assigned police Captain for any investigations pursuant to this MOU and the City Attorney's office as to the MOU itself;

c. Collaborate with WWCC on training and resources for sexual assault prevention as well as general prevention approaches and activities;

d. Collaborate and coordinate with WWCC with respect to investigations so as to allow the WWPD to promptly and efficiently investigate and /or seek possible prosecution of matters reported to them and allows WWCC to promptly and equitably investigate all matters reported to it;

VI. Miscellaneous

a. Nothing herein shall be interpreted to limit or restrict each of the party's legal, jurisdictional or other obligations with respect to the subject matter of this MOU;

b. The parties understand that each of them has or may have interim obligations with respect to interim or long term safety and security of their respective constituents. For example, despite an ongoing WWPD investigation, WWCC may be required to engage in interim actions or dismiss a student for safety / security concerns despite an ongoing WWPD investigation. This MOU is intended, in part, to facilitate discussion in advance of and as part of such activities; and

c. The parties agree to meet as necessary to discuss and effectuate any amendments necessary to this MOU.

d. Parties may withdraw from this MOU without cause upon notifying the other party in writing 30-days prior to withdrawal.

e. This MOU will automatically renew each year on the anniversary date that it was originally signed, unless a party has withdrawn their participation in the MOU.

Signed this 31st day of October, 2016 in Walla Walla, Washington.

Walla Walla Community College



Derek R. Brandes, President

City of Walla Walla



Nabiel Shawa, City Manager



Scott Beiber, Chief of Police