

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MARYMOUNT UNIVERSITY
AND
ARLINGTON COUNTY POLICE DEPARTMENT**

A. PURPOSE

The purpose of this Memorandum of Understanding ("Agreement") is to formally define and establish procedures and practices for cooperation between the Arlington County Police Department (the "ACPD") and Marymount University (the "University") (collectively, the "Parties") to establish procedures and practices when the ACPD investigates any alleged felony criminal sexual assault occurring on property owned or controlled by the University or on public property within the campus.

For purposes of this Agreement, the term "campus" is defined as follows: Main Campus, 2807 N. Glebe Road, Arlington, VA 22207; and Ballston Center, 4040 Fairfax Site, 4040 Fairfax Drive, Arlington, VA 22203.

For purposes of this Agreement, the term "law enforcement" as used in § 23.1-806 of the Code of Virginia is defined as the duly designated representative of the University's Campus Safety & Emergency Management.

To the extent that any provision of this Agreement is inconsistent with, or contrary to, the University's obligations under the relevant provisions of Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, *et seq.* ("Title IX"), the Violence Against Women Act of 1994, 42 U.S.C. § 13925, *et seq.*, as amended ("Campus SaVE Act"), The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. § 1092(f) ("Clery Act"), or § 23.1-806 of the Code of Virginia, and their enabling regulations, the requirements of these provisions shall be controlling.

B. NOTIFICATION AND RESPONSE

1. Upon notification by the University, the ACPD shall provide assistance to the University in the emergency response to, and investigation of, crimes occurring on any property owned or controlled by the University or on public property within the campus and shall assume responsibility as lead investigatory agency for the incident reported.
 - a. The University agrees to cooperate with the ACPD during any criminal investigation of an alleged felony criminal sexual assault that occurs on property owned or controlled by the University or on public property within the campus, or immediately adjacent to and accessible from the campus or that involves a currently-enrolled student or employee.
 - b. When necessary to safeguard a criminal investigation, and upon notice from the ACPD, the University will suspend its internal investigation for a reasonable amount of time and will confer, as may be needed, with the

ACPD on the status of the criminal investigation. The Parties shall also confer prior to the University reopening its internal investigation.

The University will appoint a lead liaison to interface with the ACPD, whose responsibility shall be to coordinate and consolidate inquiries and requests between the Parties. This lead liaison should be the primary point of contact from the University to the ACPD.

- c. The University's lead liaison will confer with the ACPD in advance of the University disseminating any Timely Warning, Emergency Notification, initial notice to the parties under Title IX, or notice to a student of an academic transcript notation, to discuss whether the wording and timing of such communication adequately safeguards the ACPD's criminal investigation; provided that the University shall maintain final decisional authority to determine the content of such notices.
 - d. Nothing in this Agreement shall prevent the University from fulfilling its obligations under Federal and state law, which include issuing Timely Warnings and Emergency Notifications to the campus community under the Clery Act; notice to the parties of the University's decision to initiate formal action or impose interim measures relating to alleged acts of sexual violence, as required by Title IX; notice to the ACPD and the Arlington County Commonwealth's Attorney under § 23-806(G) of the Code of Virginia; and notice to students of academic transcript notations, under § 23.1-900(B) of the Code of Virginia.
 - e. Nothing in this Agreement shall prevent the ACPD from fulfilling its law enforcement obligations in a manner as determined in its sole discretion; or restrict the University's obligation to cooperate in a criminal investigation.
2. The University has established a review committee, also known as a threat assessment team, in accordance with § 23.1-806(D) of the Code of Virginia, for the purposes of reviewing information relating to alleged acts of sexual violence.
 - a. In compliance with § 23.1-806(F) of the Code of Virginia, if, based on consideration of all factors, the review committee, or if the review committee cannot reach a consensus, the Campus Safety & Emergency Management representative on the review committee, determines that the disclosure of the information, including personally identifiable information, is necessary to protect the health or safety of the student or other individuals, as set forth in 34 C.F.R. § 99.36, the Campus Safety & Emergency Management representative on the review committee shall promptly disclose such information to the ACPD. Such disclosure shall be solely for the purposes of investigation and other actions by law enforcement. Upon such disclosure, the Title IX Coordinator or designee shall notify the alleged victim that such disclosure is being made.
 - b. In addition to the above, as may be required by § 23-806(G) of the Code of Virginia, the University shall consult with the Arlington County Commonwealth's Attorney on any incident of alleged felony sexual violence, as set forth in § 18.2-61, et seq., of the Code of Virginia, that occurs on property owned or controlled by the University or on public property within the campus, or immediately adjacent to and accessible from the campus.

C. COSTS, LIABILITY, DISCIPLINE

The Parties agree that each will be responsible for any personnel costs for their own agents and employees related to any investigations or assistance. The Parties further agree that they shall be solely responsible for any complaints or liabilities arising from the actions or omissions of their own agents or employees and shall be responsible for discipline of their own employees.

Nothing in this Agreement is intended to require nor shall it require the ACPD to comply with the University's independent obligations under the provisions identified in Sections A and B of this Agreement.

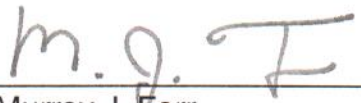
D. REPORTS

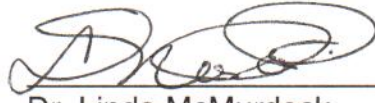
The University agrees that the ACPD shall utilize ACPD forms and reports to document assistance provided.

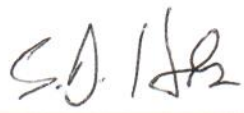
E. AGREEMENT TO CONTINUE

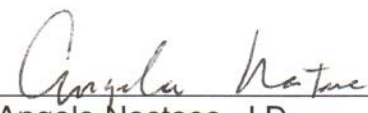
This Agreement shall remain in force and effect until one of the Parties to this Agreement provides written notice to the other Party terminating this Agreement. Any modifications to this Agreement shall be implemented only upon written agreement signed by both Parties.

In witness whereof, the Parties have executed this Agreement through their respective officials this 11 day of November, 2017.


Murray J. Farr
Chief of Police
Arlington County Police Department


Dr. Linda McMurdock
Vice President, Student Affairs
Marymount University


Eric Hols
Director of Campus Safety and
Emergency Management
Marymount University


Angela Nastase, J.D.
Title IX Coordinator
Marymount University