

## MEMORANDUM OF UNDERSTANDING

### I. PARTIES

This Memorandum of Understanding (“MOU”) is between the University of California, Santa Barbara (“University”), the University of California, Santa Barbara Police Department (“UCSBPD”), the County of Santa Barbara (“County”) and the County of Santa Barbara Sheriff’s Office (“SBSO”) (each may hereinafter be referred to singularly as a “Party,” or collectively, the “Parties”). Collectively, UCSBPD and SBSO may be referred to herein as the “Law Enforcement Parties.”)

The Parties agree to each identify a central point of contact for the others with respect to this MOU, which shall be attached hereto as **Addendum A**. The University shall designate four (4) points of contact: One from the University, one from the UCSBPD, one from the Office of Judicial Affairs, and one from the Title IX Office. The SBSO shall designate a single point of contact.

Unless otherwise agreed, all information-sharing between the Parties described in this MOU will flow between these points of contact. The Parties agree to notify the points of contact of any changes as soon as practicable.

### II. PURPOSE

The purpose of this MOU is to meet the statutory requirements established by AB 1433 (Gatto, 2014), specified in the California Education Code (Ed. Code § 67383(a) and Ed. Code § 67381), 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 related to these issues, as outlined in California Education Code §§ 67380, 67381 (the Kristin Smart Campus Safety Act of 1998) and 67383; SB 967 (de León, 2014), specified in California Education Code § 67386; 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 California Penal Code and applicable state laws related to health and confidentiality/privacy.

### III. STATEMENT OF PRINCIPLES

The Parties agree to the following set of principles:

A. Improving Communication, Coordination, and Collaboration: The Parties intend to enhance communication, coordination, and collaboration to remedy sexual assault and violence and hate crimes, and protect the survivor’s confidential information.

B. Championing Campus and Community Safety: The Parties shall strive to establish a culture of trust and safety across the entire campus community by increasing community

participation and securing community support and engagement in the prevention of sexual violence.

C. Upholding Civil Rights, Civil Liberties, and Victims' Rights: The Parties agree to comply with state and federal laws in a manner that protects individuals' civil rights and liberties, while prosecuting crimes and championing justice for survivors. The Parties explicitly recognize the distinctions between criminal law and civil law in the handling of sexual assault and violence that arise under both state and federal statutory frameworks.

D. Centering the Victim's Needs in Responses to Sexual Assault: The Parties agree to institute specialized, trauma-informed responses developed in consultation with campus and community-based victim advocates and delineated in this agreement.

E. Ensuring Accountability & Auditing: In an effort to promote greater transparency, the Parties have or will implement a means to monitor, record, and accurately maintain all reports of Part 1 violent crimes, hate crimes, and sexual assaults, their outcomes, and processes, while maintaining confidentiality where the law provides.

F. Specialized Training and Knowledge: The Parties acknowledge that sexual assault and hate crimes require specialized, trauma-informed training for the Parties and other potential first responders.

G. Respecting the Unique Needs of Undocumented Individuals: The Parties agree to promote policies and practices that address the unique needs of undocumented individuals, including implementing culturally and linguistically appropriate campus and law enforcement services.

#### IV. DEFINITIONS

The following definitions shall apply for purposes of this MOU:

**Affirmative Consent**: Affirmative, conscious, and voluntary agreement to engage in sexual activity. Lack of protest or resistance does not mean consent, nor does silence mean consent. Affirmative consent must be ongoing throughout a sexual activity and can be revoked at any time. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, should never by itself be assumed to be an indicator of consent. (Ed. Code § 67386(a)(1).)

**Campus Security Authorities ("CSAs")**: A CSA is defined as: (1) an institution's campus police or campus security department, (2) an individual who has responsibility for campus security, (3) an individual specified in an institution's statement of campus security policy to receive reports of criminal offenses, or (4) an institution's official who has significant responsibility for student and campus activities (*e.g.*, student housing, discipline). (34 C.F.R. § 668.46(a); *see also* Ed. Code § 67383(a).)

**Clergy Member and Pastoral Counselor:** For state evidentiary code purposes, a clergy member “means a priest, minister, religious practitioner, or similar functionary of a church or of a religious denomination or religious organization.” (Evid. Code § 1030.) Communications made in confidence with a clergy member may be privileged under the “clergy-penitent privilege” described in Evidence Code §§ 1032-1034. A person who meets this statutory definition may also meet the definition of a pastoral counselor for purposes of Title IX and Clery Act, which dictate various campus officials’ obligations to report sexual assault to campus authorities. A pastoral counselor is defined as a person who is associated with a religious order or denomination, is recognized by that religious order or denominations as someone who provides confidential counseling, and is functioning within the scope of that recognition. (34 C.F.R. §§ 668.46(a).) In this context, a pastor or priest who is functioning as an athletic director or as a student advocate would not be exempt from the reporting obligations under Clery and Title IX.

**Concurrent Jurisdiction:** Statutory jurisdiction for performance of peace officer functions. For example, if campus property is located within an unincorporated area, the county Sheriff’s Office has concurrent jurisdiction with the campus police department.

**Confidential Resources:** Confidential resources are counselors, advocates, and other staff such as ombudspersons, explicitly designated as such by the campus. Confidential resources may not meet the definitions of professional or pastoral counselor, but nonetheless provide assistance to victims of sexual assault and may not be protected by legal privilege. They may work or volunteer in on-campus sexual assault centers, victim advocacy offices, women’s centers, or health centers (including front desk staff and students). Conversations with confidential resources do not trigger a Campus Title IX investigation.

**First Responder:** The law enforcement agency that will respond to 911 calls and other emergency calls and notify the law enforcement agency with operational responsibility. The First Responder may make the initial report for further investigation when the circumstances do not require the immediate involvement of the law enforcement agency with operational responsibility. When appropriate, the First Responder will be responsible for documenting the agency’s involvement in conducting investigations or enforcing the law.

**Hate Crime:** A criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim: (1) Disability; (2) Gender; (3) Nationality; (4) Race or ethnicity; (5) Religion; (6) Sexual orientation; (7) Association with a person or group with one or more of these actual or perceived characteristics. (Penal Code §§ 422.55, 422.6.)

**Holder of the Privilege:** The holder of the Sexual Assault Counselor or Psychotherapist privilege is: (a) The victim/patient when such person has no guardian or conservator; (b) A guardian or conservator of the victim/patient when the victim/patient has a guardian or conservator; or (c) The personal representative of the victim/patient if the victim/patient is dead. (Evid. Code §§ 1013, 1035.6.) The holder of the Clergy-Penitent Privilege can be either the penitent or the clergy member. (Evid. Code §§ 1033, 1034.) Only the holder of the privilege can

give voluntary, informed, and time-limited consent to the disclosure of privileged communications.

**Implicit Bias:** An implicit bias is a positive or negative mental attitude towards a person, thing, or group that a person holds at an unconscious level. In contrast, an explicit bias is an attitude that a person is consciously aware of having.

**Medical Evidentiary Examination:** To "perform a medical evidentiary examination" means to evaluate, collect, preserve, and document evidence, interpret findings, and document examination results. (Penal Code § 13823.93(a)(2).)

**Operational Responsibility:** A term referring to the law enforcement agency with responsibility for preventing crime; preserving peace and order; enforcing laws and ordinances; receiving citizens' arrests; evaluating persons who may be subject to Welfare and Institutions Code section 5150; investigating and collecting evidence; investigating reportable traffic accidents; reporting and accounting criminal offenses; and providing such other police services as the statutes and standard operating procedures of the respective departments may require.

**Part 1 Violent Crime:** As defined by the Federal Bureau of Investigation's Uniform Crime Reporting Program, offenses including "criminal homicide, forcible rape, aggravated assault, [and] robbery."

**Privilege:** A victim of a sexual assault has a privilege to refuse to disclose a confidential communication between the victim and a Sexual Assault Counselor, Psychotherapist, or Clergy Member. For communications with a Sexual Assault Counselor, Psychotherapist or Clergy Member, the privilege may be claimed by any of the following: (a) The holder of the privilege; (b) A person who is authorized to claim the privilege by the holder of the privilege; or (c) The person who was the Sexual Assault Counselor or Psychotherapist at the time of the confidential communication. (Evid. Code §§ 1014, 1035.8, 1036.) A privilege applies to prevent disclosure of confidential information not only in state judicial proceedings, but in "all proceedings of any nature in which testimony can be compelled by law." (Evid. Code § 910 & Comment.) This includes "any action, hearing, investigation, inquest, or inquiry" conducted by administrative agencies, hearing officers, arbitrators, legislative bodies, or "any other person authorized by law." (*Id.* at § 901.)

**Psychotherapist and Professional Counselor:** For state evidentiary code purposes, a psychotherapist generally means a licensed psychologist, psychiatrist, clinical social worker, professional clinical counselor, psychiatric-mental health nurse, family or marriage therapist, or a credentialed school psychologist. (Evid. Code § 1010(a)–(e), (n).) It also may include a trainee, psychological assistant or intern, associate clinical social worker, family therapist intern, or clinical counselor intern or trainee, provided that he or she is supervised by certain licensed practitioners. (Evid. Code § 1010(f), (g), (o), (p).) Communications made in confidence with a Psychotherapist may be privileged under Evidence Code § 1014. A person who meets this statutory definition may also meet the definition of a Professional Counselor for purposes of Title IX and Clery Act, which dictate various campus officials' obligations to report sexual assault to campus authorities. A Professional Counselor is defined as a person whose official

responsibilities include providing mental health counseling to members of the institution's community and who is functioning within the scope of his or her license or certification. (34 C.F.R. § 668.46(a).) This definition applies even to Professional Counselors who are not employees of the institution, but are under contract to provide counseling at the institution. This also includes an individual who is not yet licensed or certified as a counselor, but is acting in that role under the supervision of an individual who is licensed or certified. An example is a Ph.D. counselor-trainee acting under the supervision of a licensed or certified counselor.

**Victim/Witness Advocate:** A center commonly known as a rape crisis center that provides, among other services: crisis intervention; follow-up and in-person counseling services; accompaniment and advocacy services; and information and referrals to victims and the general public. (*See generally* Penal Code § 13837.)

**Responsible Employee:** Any employee who (1) has authority to redress sexual violence, (2) has been given the duty to report sexual violence or other covered misconduct, or (3) a student could reasonably believe has this authority or duty. Reportable incidents of sexual violence known by a Responsible Employee must be disclosed to Campus' Title IX Coordinator with all relevant information, including personally identifiable information about the victim, the accused, or other witnesses.

**Sexual Assault:** Includes, but is not limited to, rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery, or the threat of any of these. (*See, e.g.,* Ed. Code § 67380 *et seq.*; *see also* Penal Code §§ 243.4, 261.)

**Sexual Assault Counselor:** A Sexual Assault Counselor is a certified counselor who is authorized under the California Evidence Code to assert the privilege against disclosing any confidential communications between a victim and the counselor. Section 1035 of the Evidence Code defines a Sexual Assault Counselor as a person engaged in any office, hospital, institution, or center commonly known as a rape crisis center, whose primary purpose is to give advice or assistance to sexual assault victims, who has completed training by a rape crisis counseling center (as defined in Penal Code § 13837), and who meets either of the following: (1) is a psychotherapist, has a master's degree in counseling, or one year of counseling experience with six months of rape crisis experience; or (2) has 40 hours of training and is supervised by a qualified counselor. (Evid. Code § 1035.2.) It also includes a person employed to counsel or assist sexual assault victims by a public or nonprofit agency that provides assistance to victims and witnesses of crimes (as specified by Penal Code § 13835.2), and who: (1) is a psychotherapist, has a master's degree in counseling or a related field, or has one year of counseling experience, at least six months of which is in rape assault counseling; or (2) has the minimum training for sexual assault counseling set for victim-witness services organizations, and is supervised by a qualified counselor. (Evid. Code § 1035.2(b).)

**Sexual Assault Forensic Examination (SAFE Examination):** A SAFE exam is an exam, commonly referred to as a rape kit, conducted at a qualified health facility to collect forensic evidence from a sexual assault victim that can be used to identify the perpetrator of that crime as well as other crimes to the extent the perpetrator is a repeat offender. (*See, e.g.,* Penal Code §§ 13823.5, 13823.7.)

**Trauma-Informed:** Trauma-informed services are not specifically designed to treat symptoms or syndromes related to sexual violence, but they are informed about and sensitive to trauma-related issues present in survivors. A trauma-informed organization—whether a hospital, community mental health agency, rape crisis center, or dual/multi-service advocacy agency—is one which all components have been reconsidered and evaluated in light of a basic understanding of the role violence and exposure to trauma plays in the lives of survivors. A trauma-informed approach also integrates an understanding of a survivor’s history and the entire context of his or her experience. The attributes of the community to which the survivor belongs also can influence how a survivor is affected by trauma. The individual, the event, and the environmental factors can shape a survivor’s reaction to trauma and the healing process. In practice, trauma-informed services involve striving to be culturally competent and to understand survivors within their familial, social, and community contexts and life experiences.

**Undocumented Individual:** An undocumented individual is a foreign-national who (1) entered the United States unlawfully, without the proper authorization and documents; or (2) entered the United States legally as a nonimmigrant but has since violated the terms of his or her status and remained in the United States without authorization.

**Victim:** As used in the MOU, someone who is observed to or who states that a Part 1 violent crime, hate crime, or sexual assault has been committed against him or her. Parties may elect to also or instead use the term Survivor.

**Victim Advocate:** A Sexual Assault Counselor, as defined in section 1035.2 of the Evidence Code, or a victim advocate working in a center established under Article 2 (commencing with Penal section 13835) of Chapter 4 of Title 6 of Part 4. (Penal Code § 679.04(a).)

**Victim Support Person:** Under California law, a victim of sexual assault has the right to have a support person of the victim's choosing present at any interview by law enforcement authorities, district attorneys, or defense attorneys. However, the support person may be excluded from an interview by law enforcement or the district attorney if the law enforcement authority or the district attorney determines that the presence of that individual would be detrimental to the purpose of the interview. (Penal Code § 679.04(a).)

**Victims of Crime Fund:** This refers to the state Victim-Witness Assistance Fund created by Penal Code section 13835.7. The fund is held in the state treasury and dispensed by “the Office of Emergency Services exclusively for the purposes specified in [sections 13835 to 13835.10 of the Penal Code], any other purpose that supports victims, and for the support of the centers specified in section 13837.” (Penal Code § 13835.7.)

**Victim-Witness Assistance Program:** Any public or private nonprofit agency that provides assistance to victims and witnesses of crimes and meets the requirements set out by Penal Code § 13835.2. This includes: (1) providing comprehensive services to victims and witnesses of all types of crime; (2) recognition by the county board of supervisors as the major provider of comprehensive services to victims and witnesses in the county; (3) selection by the board of

supervisors as the agency to receive funds pursuant to this article; (4) assistance to victims of crime in the preparation, verification, and presentation of their claims to the California Victim Compensation and Government Claims Board; and (5) cooperation with the California Victim Compensation and Government Claims Board in verifying the data required for these claims. (Penal Code § 13835.2(a).)

## V. JURISDICTION FOR LAW ENFORCEMENT SERVICES

A. Maps: The Parties agree to share patrol and sector maps to clarify jurisdictional boundaries. UCSB shall attach as **Addendum B** a map depicting all buildings and properties owned or controlled by UCSB, as well as all buildings and properties that are owned or controlled by recognized student and alumni organizations. SBSO shall attach as **Addendum C** a map depicting its jurisdictional boundaries. All maps will be reviewed and updated on an annual basis or when a significant change is made to UCSB property or Law Enforcement Parties' reporting sectors. Modified maps will be shared with all Parties to this MOU.

B. Operational Responsibility & First Responders: The UCSBPD has operational responsibility for any crimes, including Part 1 violent crimes, hate crimes, and sexual assault, occurring on the University campus or on University campus owned/operated properties and facilities. SBSO have operational responsibility for any crimes, including Part 1 violent crimes, hate crimes, and sexual assault, occurring within the unincorporated area or jurisdictional boundaries in the County of Santa Barbara.

The SBSO shall have concurrent jurisdiction over University campus property and facilities, as well as municipalities within the County of Santa Barbara in which the SBSO has jurisdictional authority and operational responsibilities.

The UCSBPD will act as the first responder to incidents, and have responsibility for the investigation of crimes and report these in a timely manner to the SBSO, all Part I violent crimes, hate crimes, and sexual assault occurring on campus properties, as well as any campus owned, operated and/or occupied facilities.

The SBSO will act as the first responder to incidents, and have responsibility for the investigation of crimes and report these in a timely manner to the UCSBPD, all Part I violent crimes, hate crimes, and sexual assault, occurring at all locations within SBSO jurisdictional boundaries.

If incidents occur that involve police action from the UCSBPD and the SBSO, law enforcement supervisors from each department will confer and decide which Law Enforcement Party will have primary responsibility for investigating and reporting the incident based on the location where the incident occurred.

C. Collaboration: The Law Enforcement Parties recognize that regardless of which law enforcement agency ultimately has responsibility in responding to a sexual assault, hate crime or other Part 1 violent crime, other law enforcement agencies may also be the first

responder to the report of the crime. Thus, each Law Enforcement Party is responsible for acting in a manner that facilitates an effective law enforcement and institutional response, as well as appropriate treatment of the individual reporting the sexual assault or other violent crime. This includes ensuring the appropriate preservation of evidence and coordination with other public services to maintain chain of custody and authorize forensic sexual assault examinations.

D. Disputes Over Responsibility: If a dispute arises between Law Enforcement Parties regarding administrative, geographic or operational responsibility, and it cannot be resolved by referring to this MOU, the Law Enforcement Party with jurisdictional responsibility for the incident will retain investigative responsibility. The other Law Enforcement Parties will provide cooperation and resources in support of the investigation or resolution of the incident. The law enforcement agency with responsibility for the incident will reasonably accommodate any requests from other Law Enforcement Parties to conduct a parallel or joint response and/or criminal investigation.

## VI. REPORTING OBLIGATIONS

The Law Enforcement Parties agree to the following procedures through which each Party will transmit reports it receives to the other Parties. These reports shall comply with the confidentiality requirements described in Section VII below, and shall not identify the victim or the alleged assailant unless the victim has consented to being identified.

A. Campus Reports: Pursuant to California Education Code §§ 67380(a)(6)(A) and 67383(a), UCSBPD will report immediately or as soon as practicably possible to the SBSO, all reports received by a Campus Security Authority (CSA) of any Part 1 violent crime, sexual assault, or hate crime, committed on or off campus. This includes reports victims make directly to a CSA as well as any report a victim makes to other campus employees that are then conveyed to a CSA. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;
- Description of the incident, including location and date and time; and
- Any report number assigned to the police incident report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to the SBSO will be maintained in a public crime log documenting the "nature, date, time, and general location of each crime" and its disposition, if known. The log should be accessible to the public during normal business hours.

B. Reports to Campus: The SBSO will promptly notify the UCSBPD when students or employees are identified as the victims or suspects of any Part 1 violent crime, sexual assault, or hate crime that occur within SBSO jurisdiction, and/or when the SBSO acts as first responder to an incident. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;
- Brief description of the incident, including location and date and time; and



- Any report number assigned to the police incident report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to UCSBPD will be documented in a SBSO incident report. The SBSO will promptly notify the UCSBPD if the case has been referred to the Santa Barbara County District Attorney Office for criminal charges to be filed, and of any charging decisions have been made by the Santa Barbara County District Attorney.

C. Clery Warnings: The Jeanne Clery Act requires the University to issue timely warnings for Clery crimes on-and off-campus that pose a serious threat to students and employees and emergency notifications for a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees on campus.

To facilitate the issuance of Clery Act-required timely warnings and emergency notifications, the Parties agree to coordinate the sharing of information as described above. The Parties acknowledge that the University need not obtain the approval of an outside Law Enforcement Party to issue any warnings/notifications, nor is the University required to seek approval of the content of any warning/notification. However, the University will inform the SBSO about such warnings, as soon as practicable through the SBSO Lieutenant assigned as the Isla Vista Foot Patrol Commander.

## VII. CONFIDENTIALITY & PRIVILEGE REQUIREMENTS

The Parties will comply with applicable law, and guidance regarding anonymous and confidential reporting of sexual violence, including when, how, and what information can or must be disclosed to local law enforcement officials or designated University officials.

A. Communications Between Parties: The Parties agree that if a victim requests confidentiality regarding a reportable incident, the Parties will take all reasonable steps to comply with the victim's request or inform the victim when the Parties cannot ensure confidentiality. A Party will not disclose the name of the victim to other Parties unless the victim provides written consent to being identified after being informed of his or her right to have identifying information withheld.

Prior to obtaining consent from the victim to share personally identifying information, Parties will inform the victim of sexual assault that notification to the UCSBPD will also likely result in notice to the University Title IX Coordinator. Parties will also inform the victim that he or she can agree to engage with local law enforcement and participate in the investigation and prosecution using a pseudonym (*i.e.*, Jane or John Doe) instead of his or her true name. In that case, the University may disclose the name of the alleged perpetrator to law enforcement (if known) while protecting the identity of the victim from public disclosure.

B. Privileged & Confidential Resources for Victims: The Parties acknowledge communications between victims and Sexual Assault Counselors, Psychotherapists, or Clergy Members are privileged communications. The privilege covers all confidential communications with the Counselors or Psychotherapists, and those who work or volunteer in their offices when

the communications are reasonably necessary for the accomplishment of the purpose for which the counselor was consulted. Such counselors generally are under no obligation to report incidents of sexual violence, unless the victim is a minor, and can generally claim the privilege in a criminal proceeding.

The Parties further acknowledge that communications between campus-designated “confidential resources” and victims are generally protected from disclosure of personally identifying information except in limited circumstances, including potentially in a criminal proceeding unless they qualify as privileged.

Finally, the Parties acknowledge that communications between victims and any Responsible Employees on the University who are NOT designated “confidential resources” are not confidential and are subject to the reporting requirements described in Section VI above (in addition to other requirements under state and federal law).

The Parties agree to develop materials to share with each other, with victims, and with the campus community listing appropriate points of contact on- and off-campus within the above three categories, and including information about the levels of confidentiality and privilege applicable to resources in each category.

## VIII. COMMUNICATION AND COORDINATION

- A. General: The Parties will meet regularly – at least once per quarter – to:
- Share data and analysis about current trends and patterns in sexual assaults both on and off campus; and
  - Share additional relevant crime data in furtherance of crime prevention goals.

The Law Enforcement Parties understand that once the University becomes aware of an incident of sexual assault, it has obligations to take prompt and appropriate action to investigate, independent of any investigation by a law enforcement agency. The University understands that the SBSO may initiate an investigation and prosecution of an incident of sexual assault independent of any campus administrative proceeding.

- B. Immediate Aftermath of an Incident - Victim Response and Evidence Collection/Preservation:

1. *SAFE Exams and Evidence Collection/Preservation*

The Parties agree that in the immediate aftermath of a sexual assault, a survivor should be directed to, and receive assistance (including transportation where appropriate) to access services, including referrals to counseling, a health examination and with the survivor’s consent, a sexual assault forensic examination (SAFE), at no cost to the victim and irrespective of whether the victim engages with a law enforcement agency. If a victim does engage with a law enforcement agency, and is transported to a hospital for a medical evidentiary or physical examination, a victim advocate must be notified immediately.

The Parties agree that under all circumstances in which the survivor consents to a medical examination and a SAFE exam, the primary investigating law enforcement agency will provide transportation to the local medical facility where SAFE exams are conducted. If the survivor declines transportation or if the survivor reports to a medical facility, the primary investigating law enforcement agency will respond to the medical facility and will contact a victim advocate to also respond to the medical facility. With the consent of the survivor, the medical facility also may contact the local victim advocate to respond to the medical facility to provide support to the survivor. The Parties agree that law enforcement agencies will not directly or indirectly pressure the survivor to report the offense.

The Parties agree to ensure the timely and proper collection of evidence, including that from the crime scene or from a SAFE exam, when the victim has made a report to a law enforcement agency and collection of evidence will not violate a victim's request for confidentiality. The victim can be encouraged to report in order to permit the Party with operational responsibility to make a timely seizure of evidence even if the victim later chooses not to proceed with criminal charges. The Party with primary investigation responsibility also agrees to collect, properly package, and maintain evidence by booking it into the property room of the Party 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 SAFE exam is completed, the jurisdiction with primary investigation responsibilities will collect the SAFE kit, submit it to the appropriate crime lab for analysis pursuant to California 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.

## 2. *Victim Communication and Interviews*

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, Law Enforcement Parties, and privileged counseling services.

In no circumstances will Parties directly or indirectly discourage (or, alternatively, require) the victim from making a Title IX or criminal complaint.

Similarly, in no circumstances will the Law Enforcement Parties directly or indirectly discourage (or, alternatively, require) the victim from pursuing criminal charges or campus disciplinary action.

C. Victim Services: The Parties agree, with the victim's consent, to coordinate referrals for support services for sexual assault survivors that are made available by municipal and other governmental agencies, Law Enforcement Parties, the University, the Santa Barbara County District Attorney, and victim advocates. 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 to notify the local Victim-Witness Assistance Program of the sexual assault when a police report is generated. The Victim-Witness Assistance 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 financial resources through the Victims of Crime Fund.

D. Sexual Assault Response Team (SART): The Parties agree to support and participate in the existing interdisciplinary Sexual Assault Response Team (SART) within their jurisdictions or support the development of a SART that includes University representatives, the Title IX Coordinator or designee, victim advocates, counselors, medical providers (ideally to include a Sexual Assault Forensic Examiner or a Sexual Assault Nurse Examiner), Law Enforcement Parties, and other competencies that may be needed to adequately deliver essential support services.

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.

E. Coordination During Ongoing Investigation: The Parties will regularly confer on the status of an active investigation to ensure campus compliance with federal requirements while maintaining the integrity of an active criminal investigation by the Law Enforcement Parties.

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 a campus or law enforcement investigation (such as records of interviews and physical evidence gathered) when a survivor of a sexual assault and/or an alleged suspect are students or employees of the University.

Where possible and appropriate, the University and Law Enforcement Parties agree to conduct joint victim and witness interviews to avoid the need for duplicative interviews.

The University will disclose to the jurisdictional Law Enforcement Agency when it has initiated a disciplinary proceeding against the alleged perpetrator, to the extent allowable by state and federal law. The University 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.

The primary Law Enforcement Party will share with the University the result of any criminal investigation, whether any charges have been filed, and the outcome of any criminal proceeding, as soon as is practicable and as allowable by federal and state law.

## IX. SEXUAL ASSAULT PREVENTION AND TRAINING

A. Training Offered by Agency and Law Enforcement Parties: The University agrees to offer training to Law Enforcement Parties regarding:

- The federal and state requirements regarding sexual assault prevention and response with which they must comply, including the Clery Act, Title IX, Title IV, the Safe Streets Act 42 USC § 14141, FERPA, and other confidentiality and privacy statutes and policies; and
- The differing status of conduct offenses as defined and investigated by the campus as compared to similar criminal offenses.

The Law Enforcement Parties agree to offer training and technical assistance to University CSA personnel and any personnel involved in a campus disciplinary investigation or proceeding regarding:

- Law enforcement resources, reporting options for victims, the investigation process used in criminal cases, and the accommodations that law enforcement agencies can provide or arrange for sexual assault victims.
- 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.

To the extent available, the University and Law Enforcement Parties, when involved in campus disciplinary investigation(s) or proceedings, will seek out training and technical assistance from a qualified victim advocate regarding:

- Services for survivors in the community;
- Overview of survivors' rights;
- Dynamics and trauma associated with sexual assault from a trauma-informed lens;
- Strategies and practices in the prevention of sexual assault and shifting social norms that perpetuate sexual violence; and
- Compliance with California Education Code § 67386.

The Law Enforcement Parties agree to provide all sworn personnel, including command-level staff, with trauma-informed sexual assault training. This training will be provided by a trauma and sexual assault expert and will be Peace Officer Standards and Training ("POST") certified. The Parties agree that training should occur on a regular basis, at least biennial, and be reinforced whenever practicable.

The Parties agree to collect data regarding the number and types of trainings provided pursuant to this section, to conduct regular evaluation of these trainings, and to include such

evaluation in their data collection and management reviews to look for trends and areas that will need to be revised in future trainings.

- B. Campus Community Training and Collaboration: The Law Enforcement Parties agree to collaborate with the University to provide outreach and training to the for 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.

## X. ACCOUNTABILITY

The Parties agree to collect data, including a baseline number of reports of Part 1 violent crimes, hate crimes, and sexual assault from the year prior to entering into the MOU, comparison of baseline numbers to current numbers of cases reported, and for each individual case:

- Whether the Parties met the MOU requirements and if not, why;
- Whether the case was successfully prosecuted and if not prosecuted, identification of the reason why the case was not pursued; and
- Feedback from the victim of his or her view of the process.

The Parties agree to collect data regarding the number and types of training each Party provides each year, to conduct regular evaluations of the efficacy of those trainings, and to include such evaluation in their data collection and management reviews to look for trends and areas that will need to be revised in future trainings. The Parties agree to determine common definitions to ensure a valid comparison of data collected.

Data collection related to the Parties' actions according to this MOU will be reviewed directly between the Parties on at least an annual basis and, for sexual assault data, through the SART on a quarterly basis. Parties will evaluate changes in the number of reports each year and discuss whether any increases or decreases in reporting are due to changes in actual crime levels or changes in levels of reporting. Performance improvement areas, including strategies to increase levels of reporting and decrease instances of crime, will be identified through review of the data and the responsible party will develop action steps to improve those areas.

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.

## XI. MISCELLANEOUS

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 shall be in writing.

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.

Dated: 1.26 2017

University of California Santa Barbara

By: [Signature]

Its: VICE CHANCELLOR ADMIN. SERVICES

Dated: 1/25/17

UCSB Police Department

By: [Signature]

Its: CHIEF OF POLICE

Dated: 1/9/17

Santa Barbara County Sheriff's Department

By: [Signature]

Its: SHERIFF

Dated: 2-14-17

University of California Santa Barbara General Counsel

By: [Signature]

Its: Chief Campus Counsel

Dated: 1/12/17

County of Santa Barbara County Counsel

By: [Signature]

Its: Senior Deputy County Counsel

## Addendum A



### **Points of Contact**

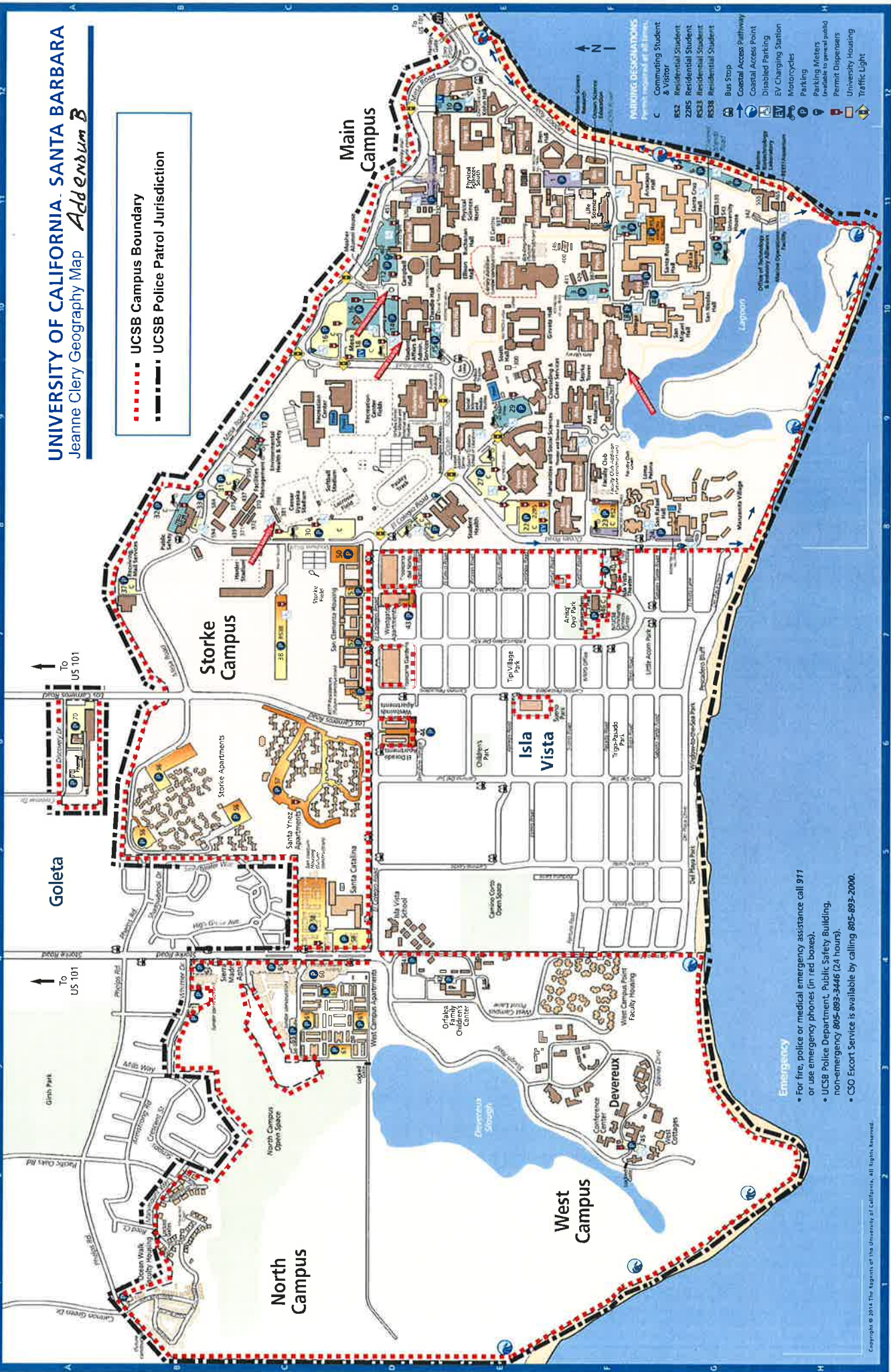
Santa Barbara Sheriff's Office:	805-681-4108
UCSB Police Department:	805-893-3446
UCSB Title IX Coordinator's Office:	805-893-4504
UCSB Office of Judicial Affairs:	805-893-5016
UCSB Advocate Office for Sexual and Gender Based Violence and Misconduct (CARE):	805-893-4613



# UNIVERSITY OF CALIFORNIA - SANTA BARBARA

Jeanne Clery Geography Map *Addendum B*

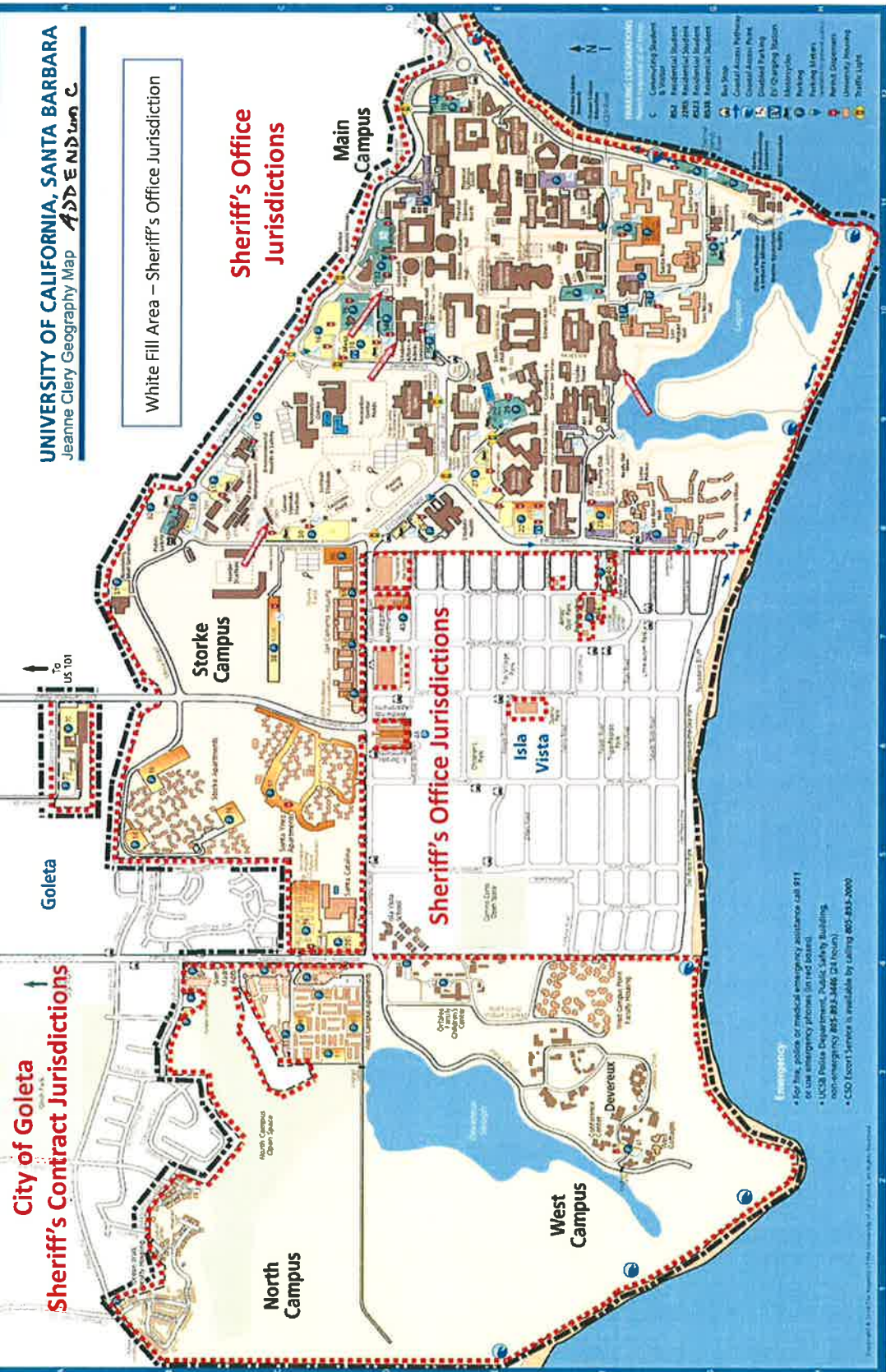
-  UCSB Campus Boundary
-  UCSB Police Patrol Jurisdiction



- PARKING DESIGNATIONS**  
Permits required at all times.
-  Commuting Student & Visitor
  -  Residential Student 2285
  -  Residential Student 3233
  -  Residential Student 3238
  -  Bus Stop
  -  Coastal Access Pathway
  -  Disabled Parking
  -  EV Charging Station
  -  Motorcycles
  -  Parking
  -  Parking Meters (available to general public)
  -  Permit Dispensers
  -  University Housing
  -  Traffic Light

- Emergency**
- For fire, police or medical emergency assistance call 911 or use emergency phones (in red boxes).
  - UCSB Police Department, Public Safety Building, non-emergency 805-693-3446 (24 hours).
  - CSO Escort Service is available by calling 805-693-2000.

White Fill Area – Sheriff's Office Jurisdiction



City of Goleta  
 Sheriff's Contract Jurisdictions

Sheriff's Office  
 Jurisdictions

Sheriff's Office Jurisdictions

- Emergency**
- For fire, police or medical emergency assistance call 911 or use emergency phones (in red boxes)
  - UCSB Police Department, Public Safety Building, non-emergency 805-893-3446 (24 hours)
  - CSO Escort Services is available by calling 805-893-3000

Prepared & Issued by the Department of Planning & Information Systems