

**MEMORANDUM OF UNDERSTANDING BETWEEN  
HUMPHREYS UNIVERSITY AND THE STOCKTON POLICE DEPARTMENT  
REGARDING SEXUAL ASSAULTS AND OTHER VIOLENT CRIMES**

**I. PARTIES**

This Memorandum of Understanding (“MOU”) is between Humphreys University, and the Stockton Police Department (“SPD”) (each may hereinafter be referred to collectively as the “Parties”).

The Parties agree to each identify a central point of contact for the other with respect to this MOU (**Addendum A**).

Unless otherwise agreed to, all information-sharing between the Parties described in this MOU will 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 established by AB 1433 (Gatto, 2014), specified in the California Education Code (Ed. Code, § 67383, subd. (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 sections 67380, 67381 (the Kristin Smart Campus Safety Act of 1998) and 67383; SB 967 (de León, 2014), specified in California Education Code section 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 agree to enhance communication, coordination, and collaboration to remedy sexual assault and violence and hate crimes and protect the victim's confidential information.

B. Championing Campus and Community Safety:

The Parties will receive training to assist in the recognition that any allegation regarding sexual misconduct requires sensitive treatment and also directly impacts the real and perceived safety of all members of a campus community.

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 agree 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:

Parties should strive 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

**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 or a past sexual relationship between the persons involved should never, by itself, be assumed to be an indicator of consent. (Ed. Code, § 67386(a)(1).)

**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 4 of Title IX and the Clergy 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, who is recognized by that religious order or denomination as someone who provides confidential counseling and who 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 Clergy and Title IX. (See U.S. Dept. of Education, Handbook for Campus Safety and Security Reporting (February 2011) pp. 77– 78; U.S. Dept. of Education, Questions and Answers on Title IX and Sexual Violence (April 2014) pp. 22–23 n. 26.)

**Concurrent Jurisdiction:** Statutory jurisdiction for performance of peace officer functions. For example, if campus property is located within a municipality, the city police department 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 definition of a 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. (See U.S. Dept. of Education, Questions and Answers on Title IX and Sexual Violence (April 2014) E-3.)

**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:

1. The victim/patient when such person has no guardian or conservator
2. A guardian or conservator of the victim/patient when the victim/patient has a guardian or conservator; or
3. 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. By 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 § 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." (U.S. Dept. of Justice, Federal Bureau of Investigation, Uniform Crime Reporting Handbook (2004) pp. 150, 152.)

**Pastoral Counselor:** See definition of Clergy Member.

**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:

1. The holder of the privilege
2. A person who is authorized to claim the privilege by the holder of the privilege or 6
3. 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 and 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 credentialed school psychologist. (Evid. Code, § 1010 (a)–(e), (n) (providing specific definitions).) 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) and (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 the Clergy 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.

**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 one could reasonably believe has this authority or duty. (U.S. Dept. of Education, Office for Civil Rights, Revised Sexual Harassment Guidance (January 2001) p. 13.) Reportable incidents of sexual violence known by a Responsible Employee must be disclosed to the Title IX Coordinator with all relevant information, including personally identifiable information, about the victim, the

accused or other witnesses. (See U.S. Dept. of Education, Office for Civil Rights, Questions and Answers on Title IX and Sexual Violence (April 2014) D-3.)

**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.; also see Penal Code, §§ 243.4 (sexual battery) and 261 (rape).

**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 who 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 who provides assistance to victims and witnesses of crimes (as specified by Penal Code, § 13835.2) and who: (1) is a psychotherapist with a master's degree in counseling or a related field or 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 may 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.) California protocol for <http://www.caloes.ca.gov/GrantsManagementSite/Documents/2-923%20to%202-950%20Protocol.pdf#search=rape%2520kit>.

Additional information about SAFE exams and victims' rights is available at: [http://www.justice.gov/sites/default/files/ovw/legacy/2013/04/24/safe\\_fact\\_sheet\\_long\\_final.pdf](http://www.justice.gov/sites/default/files/ovw/legacy/2013/04/24/safe_fact_sheet_long_final.pdf).

**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/multiservice advocacy agency – is one at 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. (Harris & Fallot, 2001.) 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 8 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. (Proffitt, 2010, p. 3; See National Sexual Violence Resource Center, Building Cultures of Care: A Guide for Sexual Assault Services Programs (2013), <http://www.nsvrc.org/publications/nsvrc-publications-guides/building-cultures-careguide-sexual-assault-services-programs>.) Additional information about trauma-informed practices is available from the National Substance Abuse and Mental Health Services Administration (SAMHSA) at: <http://www.samhsa.gov/nctic/trauma-interventions>.

**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 § 1035.2 of the Evidence Code or a victim advocate working in a center established under Article 2 (commencing with § 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 their 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 § 13835.7. The fund is held in the state treasury and dispensed by "the Office of Emergency Services exclusively for the purposes specified in §§ 13835 to 13835.10 of the Penal Code, for any other purpose that supports victims and for the support of the centers specified in § 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, § 3835.2. 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. Such maps will depict all buildings and properties that are primarily controlled by Humphreys University staff and students, as depicted in **Addendum B**. All maps will be reviewed and updated on an annual basis or when a significant change is made to Humphreys University property or local law enforcement reporting sectors. All modified maps will be shared with all Parties to this MOU. In addition, all maps will indicate any federal or tribal lands that are included in the jurisdictional boundaries, and if any such lands are present, all maps and action plans will be shared with those federal and tribal authorities. A copy of each map will be attached as Appendices to this MOU.

### B. Operational Responsibility & First Responders:

SPD has operational responsibility for any crimes, including Part 1 violent crimes, hate crimes, and sexual assault, occurring on Humphreys University (**Addendum B**) as well as any Humphreys University facilities that are identified in **Addendum B**.

SPD will act as the first responder to incidents, and have responsibility for the investigation of crimes and reporting of Part I violent crimes, hate crimes, and sexual assault, occurring on Humphreys University (**Addendum B**) as well as any campus owned, operated and/or occupied facilities listed in **Addendum B**.

### C. Collaboration:

The Parties recognize that regardless of which law enforcement agency ultimately has operational responsibility in responding to a sexual assault, hate crime or other Part 1 violent crime, other Parties may be the first responder to the report of the crime. Thus, each of the Parties has a responsibility to act 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 law enforcement to maintain chain of custody and authorize forensic sexual assault examinations.

### D. Disputes Over Responsibility:



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

## **VI. REPORTING OBLIGATIONS**

The 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. Humphreys University Reports to SPD**

Pursuant to California Education Code sections 67380(a)(6)(A) and 67383(a), Humphreys University will report immediately or as soon as practicably possible to SPD all reports received by a campus employee of any Part 1 violent crime, sexual assault, or hate crime, committed on or off campus.

### **B. SPD Reports to Humphreys University**

Pursuant to the Clery Act, Humphreys University must report aggregate data concerning certain enumerated crimes. To enable Humphreys University to fulfill this requirement, SPD shall provide statistics on at least an annual basis to Humphreys University on all crimes listed in 20 U.S.C. § 1092(f)(1)(F) for which SPD acted as a first responder or had operational responsibility.

SPD will promptly notify Humphreys University when students or employees are identified as the victims or suspects of any Part 1 violent crime, sexual assault, or hate crime that occurs within SPD's jurisdiction, and/or when SPD 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;
- 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 Humphreys University will be documented in SPD's incident reports.

SPD will promptly notify Humphreys University if it has referred the incident to San Joaquin County's District Attorney for charges to be filed, and of any charging decisions made by the San Joaquin County District Attorney.

C. Clery Warnings

The Clery Act requires Humphreys 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 Humphreys University need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications, nor is Humphreys University required to seek preclearance of the content of any warning/notification. However, Humphreys University will inform SPD about such warnings as soon as practicable through the points of contact listed in this MOU.

## 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 Humphreys 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.<sup>1</sup> 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.<sup>2</sup>

Prior to obtaining consent from the victim to share personally identifying information, Parties will inform the victim of sexual assault that notification to Humphreys University - including the confidential resources described in subsection B below - likely will also result in notice to the campus Title IX coordinator, but that notification to confidential resources will not result in

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<sup>1</sup> U.S. Dept. of Education, Office for Civil Rights, Dear Colleague Letter (DCL) (April 4, 2011) p. 5.

<sup>2</sup> Ed. Code, § 67380, subd. (a)(6)(A) and Penal Code, § 293, subd. (d).

disclosure of personally identifiable information to the Title IX coordinator.<sup>3</sup> 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, Humphreys 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 that 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 Humphreys 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:

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<sup>3</sup> While non-professional counselors may have responsibilities that would qualify them as “responsible employees” for Title IX purposes, if the IHE designates them as “confidential resources,” they need only report general, non-personal identifying information to the Title IX Coordinator. (U.S. Dept. of Education, Office for Civil Rights, Questions and Answers on Title IX and Sexual Violence (April 2014) E-3.)

- 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.

SPD understands that once Humphreys 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 SPD. Humphreys University understands that SPD 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 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 forensic examination (SAFE), 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 must notify an RCC immediately.

The Parties agree that under all circumstances in which the victim consents to a medical examination and a SAFE exam, SPD will provide transportation to the local medical facility where SAFE exams are conducted. If the victim declines SPD transportation or if the victim reports to the medical facility, SPD will respond to the medical facility and will contact the local Rape Crisis Center to respond to the medical facility as well. With the consent of the victim, the medical facility can contact the local Rape Crisis Center to respond to the medical facility to provide support to and advocacy for the victim. SPD will pay for the SAFE exam, and the Parties agree that SPD will not directly or indirectly pressure the victim 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 Party 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 operational 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, SPD 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 Humphreys University personnel, SPD, and privileged counseling services.

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

Similarly, in no circumstances will SPD 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 victims that are made available by municipal and other governmental agencies, SPD, and the San Joaquin County District Attorney's Office. 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 San Joaquin County.

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 Humphreys University's compliance with federal requirements while maintaining the integrity of an active SPD criminal investigation.

When a victim of sexual assault and/or an alleged suspect are students or employees of Humphreys University the Parties agree to, as soon as is practicable and as allowable by federal and state law, share relevant documentation and other information created and/or maintained during the investigations (such as records of interviews and physical evidence gathered).

Humphreys University will disclose to SPD when it has initiated a disciplinary proceeding against the alleged perpetrator, to the extent allowable by state and federal law. Humphreys 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.

SPD will share with Humphreys University the result of a 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 Humphreys University and Stockton PD

Humphreys University agrees to offer training to SPD 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, Section 14141, FERPA, and other confidentiality and privacy statutes and policies; and

SPD agrees to offer training and technical assistance to Humphreys University personnel involved in a campus disciplinary investigation or proceeding regarding:

- SPD-based resources, reporting options for victims, the investigation process used in criminal cases, and the accommodations that SPD 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.

The Parties agree that training should occur regularly, on at least an annual basis, and be reinforced at management meetings, roll calls, and other gatherings periodically.

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**

SPD agrees to collaborate with Humphreys University 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.

**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.

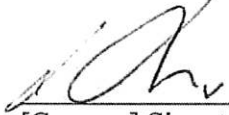
An amendment or termination must be made in writing and must be signed by the Party's designated representative(s) with authority to enter into this MOU.

This MOU may be executed in counterparts.

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.



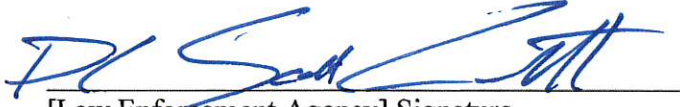
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.



[Campus] Signature

7/25/24

Date



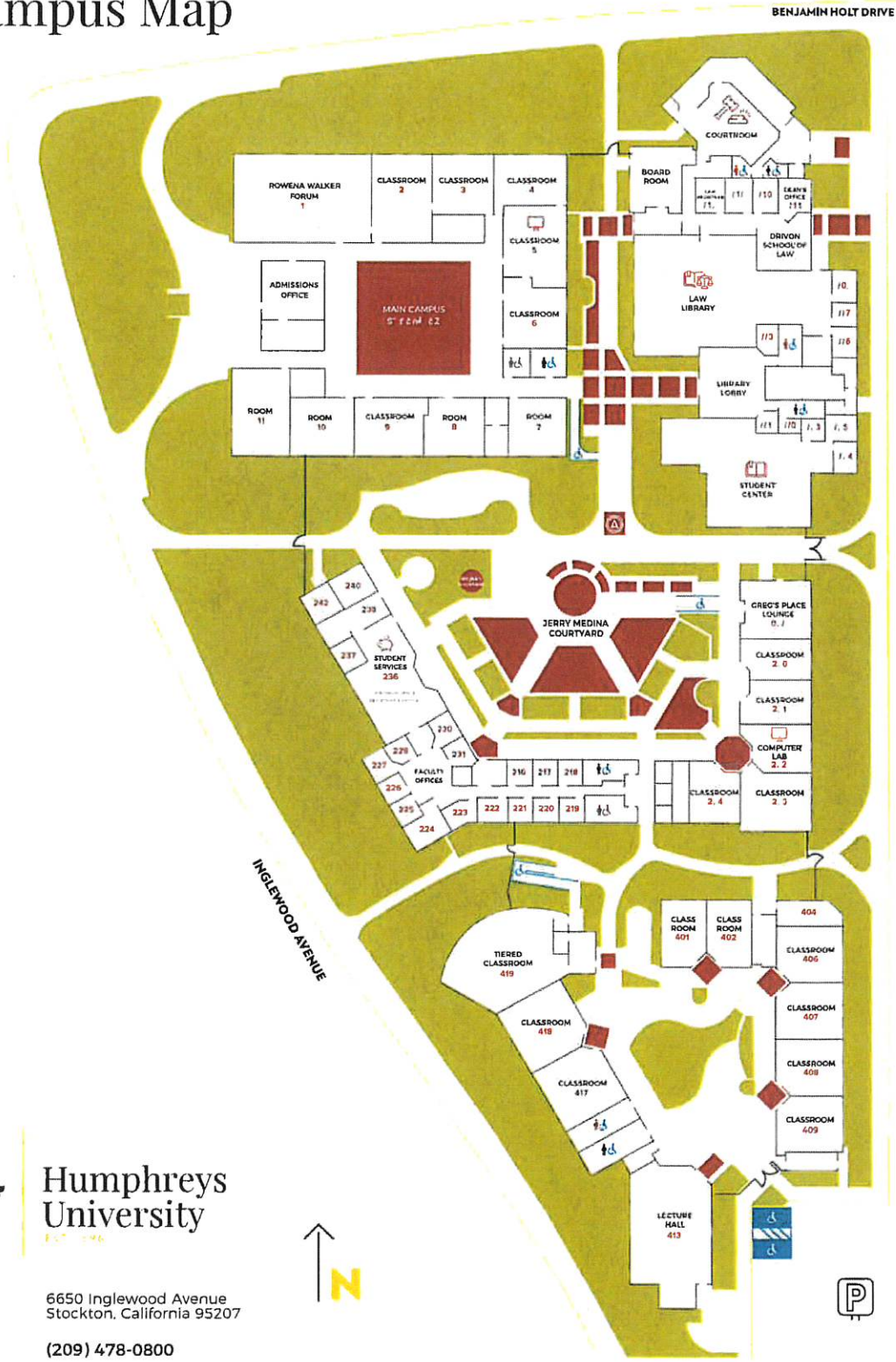
[Law Enforcement Agency] Signature

8/29/24

Date

# Addendum B

## Campus Map



**Humphreys University**  
EST. 1996

6650 Inglewood Avenue  
Stockton, California 95207

(209) 478-0800