

**Williams College Campus Safety Services
and Williamstown Police Department
Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into by and between The President and Trustees of Williams College (Williams or College) and the Williamstown Police Department (WPD), located in the town of Williamstown, Massachusetts.

I. Purpose

The purpose of this MOU is to comply with M.G.L. c.6 §168E (c) and 610 CMR 14.00 by facilitating opportunities for communication between the College and the WPD and establishing the respective roles and responsibilities of both the College and the WPD regarding the prevention of and response to acts of violence or criminal sexual misconduct.

II. Primary Points of Contact

The managers of the MOU and primary points of contact between the College and the WPD on matters involving the interpretation and enforcement of this MOU shall be the Director of Campus Safety Services for the College and the Chief of Police for the WPD.

III. Jurisdiction

The College's department of campus safety services (CSS) will not assume primary jurisdiction for any criminal investigation, including those of an incident of alleged offense of violence or sexual misconduct occurring on the College's campus or in facilities in Williamstown, Massachusetts that are owned, used or occupied by the College. Instead CSS will provide investigative support for the College's administrative proceedings, including but not limited to sexual misconduct and Title IX. The WPD generally has primary jurisdiction for any criminal investigation of an alleged offense of any kind, including those of violence or sexual misconduct in all locations in Williamstown, including on campus, but the parties recognize that circumstances may require a cross-jurisdictional or multi-jurisdictional response.

IV. Agreed Upon Protocols

- A. The WPD will contact the CSS department as promptly as practical under the circumstances, regarding any report(s) it receives of alleged violence or criminal sexual misconduct on College's campus or in other properties owned, rented or controlled by the College. WPD will also contact CSS as promptly as practical under the circumstances, regarding any report(s) it receives of alleged violence or sexual misconduct crimes that WPD determines involve or pose a threat to Williams College Community Members, regardless of location within Williamstown. The ability of the WPD to share information and documentation about the reported incidents may be limited by law and subject to the victim/complainant's consent to the release of documentation and information. A Community Member is defined as any person employed by the College, enrolled at the College, or involved in a Williams College

sponsored program or event. Violence or Sexual Misconduct crimes are defined to include the following:

- a. Homicide
 - b. Forcible Sex Offenses
 - c. Robbery
 - d. Crimes Against Minors
 - e. Assault/Battery (including Domestic Assaults and Dating Violence)
 - f. Additional crimes as defined under The Violence Against Women Act (such as stalking and harassment)
 - g. Burglary
- B. CSS will contact WPD as promptly as practical under the circumstances, regarding any report(s) it receives of alleged violence or sexual misconduct crimes on College's campus or in other properties owned, rented or controlled by the College. The ability of CSS to share information and documentation about the reported incidents may be limited by law and subject to the victim/complainant's consent to the release of documentation and information.
- C. CSS serves in an administrative, non-law enforcement role by investigating incidents to provide support for HR, Title IX, and student misconduct proceedings, but it does not assume primary jurisdiction over any criminal investigation on campus. The WPD will have primary responsibility for any criminal investigation of the incident as set forth in Section III above. CSS and WPD shall provide investigative support to each other upon request and as appropriate, (subject to the information sharing provisions in Section IV.F. below).
- D. CSS will respond to any College student, employee, or community member who reports an incident of sexual misconduct in accordance with the College's policies and procedures for addressing incidents of sexual misconduct.
- E. WPD will identify to College a member of the department to serve as the Sexual Assault Investigator/Liaison.
- F. For cases involving a cross- or multi-jurisdictional response and/or, a transfer of authority, relevant documentation and information generated or acquired during WPD or College campus safety department investigation may be shared between the College campus safety department and the WPD as permitted by federal and state law and where the victim/complainant consents to the release of such documentation and information.
- G. To the extent such notification is appropriate, the College and the WPD agree that notification of an incident of alleged sexual misconduct to the Berkshire County District Attorney's Office, will be made by the WPD as the party with primary responsibility for any criminal investigation of the incident (as set forth in Section III above).
- H. The College and WPD agree to identify any opportunities for sharing best practices and training resources regarding the prevention of and response to sexual misconduct. Both College and WPD shall agree to explore opportunities and funding sources for

the following:

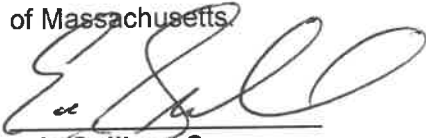
- a. Annual training for officers in Trauma Informed Sexual Assault Investigations,
 - b. Annual training covering implicit bias, and
 - c. Training on social media and technology enabled abuse.
- I. The College and the WPD intend to review this MOU annually, and shall review it no less frequently than every three years in accordance with M.G.L. c.6 §168E (c) and 610 CMR 14.00.

V. Effective Date

This agreement is entered into and effective as of the date last signed below and shall remain in effect until terminated by either the College or the WPD upon not less than thirty (30) days prior written notice by one party to the other.

VI. Signature

This MOU is executed as a document under seal governed by the laws of The Commonwealth of Massachusetts.



Eric Sullivan Sr.
Director of Campus Safety Services
Williams College

6-2-22
Date



Michael Ziemia
Interim Chief of Police
Williamstown Police Department

6-2-22
Date