

**Memorandum of Understanding  
Among  
Wesleyan University, The City of Middletown, Connecticut and its Police  
Department, and  
The Office of the Chief State's Attorney for Middlesex County**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and among Wesleyan University ("Wesleyan"), the City of Middletown, CT and its Police Department ("City" or "MPD") and the Office of the Chief State's Attorney for Middlesex County, Connecticut ("State's Attorney"). This MOU is meant as a guide to help formalize the commitment of the parties to work together to provide the effort and support required to aid the overall response to sexual assault at Wesleyan. The parties share the goal of preventing sexual assault at Wesleyan and in the broader community, and responding appropriately to victims of sexual assault. This MOU is intended to allow Wesleyan to meet its obligations to resolve sexual assault complaints promptly and equitably under Title IX of the United States Education Amendments of 1972.

I. Description of the Parties

The parties may hereinafter be collectively referred to as the "partners".

Wesleyan University was founded in 1831 and serves over 3,000 students. Its mission, in part, is to provide high-quality education in a safe learning environment.

The City of Middletown is home to Wesleyan and has a population of nearly 50,000. Its mission, in part, is to ensure the safety of the public and to assist in ensuring the safety of the University community.

The Middlesex County State's Attorney serves as part of the Connecticut Division of Criminal Justice. The State's Attorney is responsible for the investigation and prosecution of all criminal matters in Middlesex County Connecticut.

II. History of Collaborative Efforts

The parties have historically collaborated on investigative efforts to prevent sexual violence at Wesleyan. More recently, and especially since the 2011 Department of Education Dear Colleague Letter, the parties have embarked on enhancements to their collaboration. In particular, MPD and Wesleyan are collectively working on educational programs for students and Wesleyan staff (particularly investigative and health care staff) on the issue of sexual assault. The parties have also historically collaborated on victim referrals and investigations. This MOU builds on the previous collaboration to provide the best available services to victims and training to relevant personnel.

### III. The Role of Wesleyan

Wesleyan agrees to:

- a) Identify a central point of contact for both of its partners and with respect to this MOU. Generally, Wesleyan's point of contact for MPD shall be Wesleyan's Director of Public Safety and/or Title IX Officer and its contact for State's Attorney shall be Wesleyan's General Counsel and/or Title IX Officer;
- b) Provide training to its partners about: the federal and state requirements for Wesleyan in responding to sexual assault; Wesleyan's Code of Conduct, policies and procedures with respect to sexual assault and the educational and other accommodations that can be provided to victims of sexual assault. Additionally, Wesleyan will take care to train its partners in the differing status of offenses (e.g. sexual misconduct and assault) as defined and investigated by Wesleyan as compared to similar criminal (or non-criminal) offenses;
- c) Provide to its community members printed and online materials about reporting options, including information about how to file a complaint with Wesleyan and how to report a crime to campus Public Safety or MPD;
- d) Collaborate and coordinate with its partners with respect to investigations so as to a) allow MPD and the State's Attorney to promptly and efficiently investigate and/or prosecute all matters reported to them and b) allow Wesleyan to promptly and equitably investigate all matters reported to it;
- e) Inform its partners about the reporting obligations of Wesleyan employees and identify those employees with whom students can speak confidentially;
- f) Seek clearance from the partners for Wesleyan investigations in matters where complainant/victim is known or suspected to have made a criminal report (consistent with Wesleyan's legal obligations to promptly investigate);
- g) Ensure the availability of its contacts (as provided for herein) and its Title IX Coordinator to meet regularly with partners; and
- h) Collaborate with partners on prevention approaches and activities.

### IV. The Role of the City

The City agrees to:

- a) Identify a central point of contact for both of its partners and with respect to this MOU. Generally, the City's point of contact will be its Chief of Police for any investigations pursuant to this MOU and its General Counsel as to the MOU itself;
- b) Collaborate and coordinate with Wesleyan and its representatives concerning its non-confidential practices and procedures related to sexual assault investigations;

+/or Detective Gray  
Wallace

- c) Collaborate with Wesleyan and Wesleyan community members on training and resources for sexual assault prevention as well as general prevention approaches and activities;
- d) Collaborate and coordinate with its partners with respect to investigations so as to a) allow MPD and the State's Attorney to promptly and efficiently investigate and/or prosecute all matters reported to them and b) allow Wesleyan to promptly and equitably investigate all matters reported to it (Wesleyan is generally required to commence its investigations within 3-10 days);
- e) Collaborate with Wesleyan to provide MPD officers with training as to applicable and relevant Wesleyan policies and procedures related to sexual assault; and
- f) Ensure the availability of its contacts (as provided for herein) and its Chief to meet regularly with partners.

#### V. The Role of the State's Attorney

The State's Attorney agrees to:

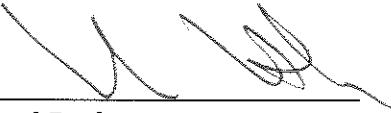
- a) Identify a central point of contact for both of its partners and with respect to this MOU. Generally, the State's Attorney's point of contact will be Chief State's Attorney for Middlesex County\_;
- b) Collaborate and coordinate with its partners with respect to ongoing investigations so as to a) allow MPD and the State's Attorney to promptly and efficiently investigate and/or prosecute all matters reported to them and b) allow Wesleyan to promptly and equitably investigate all matters reported to it (Wesleyan is generally required to commence its investigations within 3-10 days);
- c) Collaborate with Wesleyan to provide relevant State's Attorney staff with training as to applicable and relevant Wesleyan policies and procedures related to sexual assault;
- d) Collaborate with Wesleyan to provide Wesleyan community members with training and resources regarding sexual assault prosecution as well as general prevention approaches and activities and
- e) Ensure the availability of its contacts (as provided for herein) and its Chief State's Attorney to meet regularly with partners.


#### VI. Miscellaneous


- a) Nothing herein shall be interpreted to limit or restrict each of the party's legal, jurisdictional or other obligations with respect to the subject matter of this MOU;
- b) The parties understand that each of them has or may have interim obligations with respect to interim or long-term safety and security of their respective constituents. For example, despite an ongoing MPD investigation,

- Wesleyan may be required to expel or restrict a student for safety / security concerns despite an ongoing MPD investigation. This MOU is intended, in part, to facilitate discussion in advance of and as part of such activities; and
- c) The parties agree to meet annually to discuss and effectuate any amendments necessary to this MOU.

Signed this 15<sup>th</sup> day of October, 2015 in Middletown, Connecticut.

By   
Michael Roth  
President, Wesleyan University

By   
Daniel Drew  
Mayor, City of Middletown

By   
Peter McShane  
Chief State's Attorney