

Memorandum of Understanding

Ferris State University Department of Public Safety

Big Rapids Department of Public Safety, Mecosta County Sheriff's Department

Michigan State Police

This memorandum of understanding (MOU) is entered into on the (date) between the Ferris State University Department of Public Safety (FSU DPS), the Big Rapids Department of Public Safety (BRDPS), the Mecosta County Sheriff's Department (MCSD) and the Michigan State Police (MSP). The purpose of this MOU between the FSU DPS, the BRDPS, the MCSD, and the MSP is to enhance the ability of all agencies to communicate about and respond to crimes of violence. This includes sharing information about Ferris State University (University) students, employees, and visitors who are the victim of, a witness to, or the suspect in a violent act and/or a sexual assault, including domestic violence, stalking, and dating violence. This MOU also establishes a standard procedure for the notification of these crimes between agencies and issuing timely warnings and emergency notifications to the University community, as required by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Security Act (Clery Act) and the Title IX Higher Education Amendments of 1972 as amended in 2015.

Memorandum of Understanding

WHEREAS, the Ferris State University Department of Public Safety is responsible for enforcing the sexual assault, domestic violence, stalking, and dating violence laws on University property in the State of Michigan; and,

WHEREAS, The Ferris State University Department of Public Safety has the responsibility to alert students, faculty/staff and visitors upon confirmation of a significant emergency or dangerous situation that threatens the campus community; and,

WHEREAS, Ferris State University has an affirmative duty to promptly and equitably investigate the aforementioned crimes involving its students, employees and visitors in order to meet its obligations under Title IX; and,

WHEREAS, Mecosta County, the City of Big Rapids, and the State of Michigan, through its law enforcement departments (collectively referred to as agencies) have the responsibility to enforce the aforementioned laws of the State of Michigan; and,

WHEREAS, it is mutually beneficial to the Parties to assist each other and to share information enabling each Party to meet its individual responsibilities;

NOW THEREFORE, the Parties agree to the following:

Conditions

1. Upon request, and within the parameters of this Memorandum of Understanding, the Ferris State University Department of Public Safety (FSU DPS), the Big Rapids Department of Public Safety (BRDPS), the Mecosta County Sheriff's Department (MCSD) and the Michigan State Police (MSP) will assist in the investigation of all crimes, including the crimes of sexual assault, domestic violence, stalking, and dating violence, that occur within the requesting Parties' jurisdiction.
2. All participating agencies agree, within the statutory and policy restrictions unique to each agency, that a reasonable effort will be made to share information to help to provide a safe and violence-free educational institution. If a violent crime, including a sexual assault, domestic violence, stalking, or dating violence occurs in an off-campus location, and when determined to be appropriate, the BRDPS, the MCSD, and the MSP will exchange with the FSU DPS, in as timely manner as practicable, notification, police investigatory information and copies of police incident reports that pertain to any student, faculty, staff or visitor of the University, who has been identified as either a victim of or suspect in any of the aforementioned crimes. The purpose of this information sharing agreement is to ensure the appropriate law enforcement investigative response, including processes to collect and preserve evidence; the appropriate delivery of services to the victims of such crimes; to facilitate the University disciplinary process; to facilitate the University Title IX investigation; to communicate information regarding violent crimes to the University community; and to prevent retaliation against the victim or witnesses of such crime.
3. The FSU DPS employs full time police officers who are MCOLES certified, and as such are trained and authorized to respond and investigate all serious criminal incidents on University property, and as such will be the lead agency investigating these crimes.
4. The information and records shared within this MOU may include the information and records permitted to be released under any exception to the privacy protections of the Family Educational Rights and Privacy Act (FERPA), including the Health and Safety Emergency exception of FERPA. FERPA restrictions apply only to records created by the institution and to information derived from tangible records. FERPA records **do not** include "records maintained by a law enforcement unit of the educational agency or institution that were created by that law enforcement unit for the purpose of law enforcement." The parties agree to keep all information confidential unless the release is authorized by the party disclosing the information, or is otherwise authorized or required by law.
5. The University, upon request from the BRDPS, the MCSD, and the MSP, will temporarily delay its mandatory Title IX investigation during the agencies criminal investigation. The University will comply with the reasonable requests of the agency as it relates to the criminal investigation. The University, however, may begin its Title IX investigation before the criminal investigation is completed, based upon US Department of Education guidance recommending the completion of Title IX investigations within 60 days of the reported incident.

6. The BRDPS, the MCSD, and the MSP agree to notify the FSU DPS to facilitate providing student victims of sexual assault, domestic violence, stalking, and dating violence that occur off-campus, with information addressing the assistance and options available through the University. The information packet will be provided by the University.
7. The participating agencies agree to conduct monthly meetings that facilitate the exchange of information regarding any violent crime, including sexual assaults, domestic violence, stalking, and dating violence. The participating agencies will make a reasonable attempt to attend each meeting, and each agency head will attempt to have an appropriate staff member attend the meetings if the agency head is unable to attend. These meetings shall include collaboration regarding ongoing training on issues related to sexual violence, domestic violence, stalking, and dating violence, protocols for the collection and preservation of evidence, etc. The agencies will also conduct monthly meetings with detectives and investigators from Mecosta County and surrounding counties to facilitate information sharing on the aforementioned crimes.
8. In the event that the FSU DPS becomes aware that a student, employee, or visitor has been involved in a violent act and/or sexual assault, including domestic violence, stalking, and dating violence that occurred off campus, the FSU DPS will report the crime(s) to either the BRDPS, the MCSD, or the MSP. The FSU DPS will not refrain from notifying the appropriate agency based upon the victim's intent not to prosecute or proceed with further investigation. It is understood that the University cannot force the victim to report the crime to the outside agency, but every effort will be made to advise the victim of the right to report to the outside agency, and the option of reporting to the outside agency at a later date.
9. The participating agencies agree to share information about sexual assaults, domestic violence, stalking, and dating violence anonymously, when authorized or requested to do so by a victim who has been fully and accurately informed about what procedures shall occur if the information is shared, in order to better protect the campus community.
10. The FSU DPS, the BRDPS, the MCSD and the MSP agree that a victim may report any of the aforementioned crimes that occur on University property in several different ways, including:
 - A victim may call 911 and report the incident to the FSU DPS
 - A victim may report the incident to the FSU DPS dispatch directly
 - A victim may report the incident to the BRDPS, the MCSD, or the MSP
 - A victim may also report a sexual assault to a Campus Security Authority, or to a Responsible Employee of the University. Campus Security Authorities and Responsible Employees are asked to immediately report the incident to the FSU DPS for the purpose of assessing the incident for the potential distribution of a Timely Warning.
11. The Parties agree to appoint a representative to act as a liaison and contact person for each agency. Representatives will meet regularly to discuss matters that may arise under this MOU.
12. This MOU shall be reviewed by all parties every two years to discuss how changes in policies or procedures at the University or within each law enforcement agency may impact the provisions

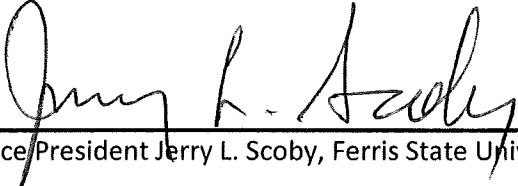
of the MOU. If policy or procedure changes occur with any party that impact this MOU it shall be updated as necessary.

Each participating agency agrees to act in good faith and to observe the terms of this MOU; however, nothing in this MOU is intended to require any unlawful or unauthorized act by any party.

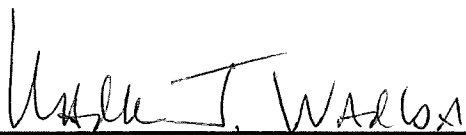
No provision of this MOU shall form the basis of a cause of action at law or equity by any party against another party, nor shall any provision of this MOU form the basis of a cause of action at law or equity by any third party.

Any participating agency may terminate its participation in the MOU by providing the other participating agencies with a written notice of termination from the MOU and such termination shall be effective thirty (30) days from the date of the written notice. Any amendment of this MOU must be agreed upon by all participating agencies.


This MOU is effective upon signature by the chief law enforcement officer of the agency, or by an authorized representative of the organization.



Vice President Jerry L. Scoby, Ferris State University
6/18/15
Date



Mayor Mark J. Warba, City of Big Rapids
6-18-15
Date



Todd M. Purcell, Sheriff, Mecosta County Sheriff's Department
6-18-15
Date



Lt. Josh Lator, Acting Post Commander, Michigan State Police
6-22-15
Date

that impact this MOU it shall be updated as necessary.

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Vice President Jerry L. Scoby, Ferris State University
Date

Mayor Mark J. Warba, City of Big Rapids
Date

APPROVED AS TO LEGAL
FORM AND CONTENT


Eric D. Williams P33359

City Attorney

Date: June 11, 2015

Todd M. Purcell, Sheriff, Mecosta County Sheriff's Department
Date

Lt. Josh Lator, Acting Post Commander, Michigan State Police