



# Cambridge College

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into this 21<sup>st</sup> day of June, 2022, by and between the **Boston Police BPD** (hereinafter referred to as the "**BPD**"), having an address at One Schroeder Plaza, Boston, MA 02120 and Cambridge College (hereinafter referred to as "**IHE**") having its principal place of business located at 500 Rutherford Avenue, Boston, MA 02129.

This MOU establishes the responsibilities of the parties regarding the reporting of prohibited incidents of, including but not limited to, sexual assault, sexual harassment, dating and domestic violence and stalking pursuant to Title IX of the Education Amendments of 1972 ("Title IX") and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act").

This MOU also establishes each party's roles and responsibilities regarding preventing and responding to incidents of on-and off-campus sexual misconduct, as set forth in M.G.L. c. 6, § 168E(c).

Further, this MOU establishes the responsibilities for the usage and dissemination of information shared pursuant to this MOU that has been deemed confidential and privileged, and which might contain information relating to an individual's criminal record and investigatory materials, the disclosure of which is potentially prejudicial against continued effective law enforcement by the parties subject to the following terms and conditions.

The Parties acknowledge that the unique circumstances of individual cases may give rise to issues not addressed by this MOU, which may necessitate further discussion and agreement.

### Obligations and Responsibilities

WHEREAS, IHE is required to comply with all duties and responsibilities under Title IX of the Education Amendments of 1972 ("Title IX"), the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"), and the Campus Sexual Violence Act (M.G.L. Chap. 6, s. 168D and 168E);

WHEREAS, timely and responsive law enforcement intervention can increase the reporting of sexual violence crimes, enhance the community's confidence in the BPD, strengthen investigations, and facilitate successful prosecution;

The parties hereby agree as follows:

1. With the consent of the alleged victim, IHE will immediately notify the BPD, through the Primary Points of Contact identified below, of any allegations of sexual assault,



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sexual harassment, domestic violence, dating violence or stalking incident, or other crime covered by the Clery Act, involving any IHE student or affiliated party, whether identified as the victim or perpetrator, that occur within the City of Boston.

- a. The Primary Points of Contact between IHE and the BPD are the following:
  - i. BPD, Sexual Assault Unit  
617-343-4400
  - ii. VP of Finance and Administration  
John Spinard – 617.873.0689
2. IHE, with the consent of the alleged victim, will cooperate with any and all BPD investigations involving allegations of sexual assault, sexual harassment, domestic violence, dating violence or stalking that occur within the City of Boston.
3. IHE, with the consent of the alleged victim, will furnish the BPD with any and all information IHE deems relevant, including but not limited to the names of the students or IHE-affiliated parties involved in the allegations, obtained or gathered relative to allegations of sexual assault, domestic violence, dating violence or stalking that occur within the City of Boston.
4. Upon receipt of information that a IHE student or employee was involved in a sexual assault, sexual harassment, domestic violence, dating violence or stalking incident, the BPD will conduct an independent criminal investigation, with coordination with the Suffolk County District Attorney's Office when appropriate. The BPD may share its investigatory findings with IHE when appropriate to address public safety concerns as required by the Clery Act. If the BPD becomes aware of a public safety risk or concern, the BPD may share information with IHE as soon as possible.
5. The BPD will furnish IHE, with crime analysis information outlining specific patterns of sexual violence incidents in areas contiguous to the IHE campuses or on property through which IHE students travel to and from their residences in Boston upon identification of any such patterns of sexual violence incidents in such areas.
6. Upon receipt of information that a IHE student was involved in a sexual assault, sexual harassment, domestic violence, dating violence or stalking incident, IHE will furnish the victim with his/her Rights and Responsibilities as required by Title IX, including but not limited to, counseling referrals, transportation to medical appointments, academic assistance, alternative housing and judicial assistance.
7. Upon receipt of information that a IHE student was involved in a sexual assault, sexual harassment, domestic violence, dating violence or stalking incident, IHE will follow the procedures pursuant to its Title IX/Sexual Misconduct Policies.





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8. The IHE and BPD agree to identify any opportunities for sharing best practices and training resources regarding the prevention of and response to sexual misconduct.

## **Duration and Termination**

This agreement is effective upon the date the last party signs below. This MOU shall remain in effect for three (3) years from the effective date and may be terminated by either party upon fourteen (14) days written notice to the other party.

The termination of this agreement or any change in its terms shall not relieve the parties of any obligations of non-use or non-disclosure hereunder as outlined below.

## **Modifications**

This MOU represents the final and only agreement binding the parties hereto. This MOU may be modified or waived only by a separate writing and will not be enforceable until signed by all parties.

## **Confidential Information**

Whereas the parties will have access to information that is deemed confidential and privileged, and which might contain information relating to an individual's involvement in a sexual assault, his/her criminal record and/or investigatory materials, the disclosure of which might be potentially prejudicial against continued effective law enforcement (hereinafter referred to as "Confidential Information"), the parties agree as follows:

1. As used through this MOU, the term Confidential Information means information not generally known to third parties and which is confidential to the BPD or IHE. All information exchanged by the parties pursuant to the MOU shall be presumed to be Confidential Information.
2. Whereas the Confidential Information exchanged by the parties may include information that is defined as Criminal Offender Record Information (CORI) per 803 CMR 2.03, the parties agree that the information released is done so pursuant to the "criminal justice agency" exemption. The parties agree that each is individually responsible for ensuring compliance with any and all CORI obligations, including limitations on dissemination and the use of such information.
3. Whereas the Confidential Information exchanged by the parties may include information that is defined as confidential pursuant to M.G.L. c. 41 s. 97D and M.G.L. c. 265 s. 24, the parties agree that the information released is done so pursuant to the "criminal justice agency" exemption. The parties agree that each is individually



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responsible for ensuring compliance with any and all confidentiality obligations, including limitations on dissemination and the use of such information.

4. The parties understand that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental. Accordingly, the parties agree:
  - a. The disclosure of Confidential Information is authorized in Title IX, sexual misconduct and criminal justice proceedings.
  - b. Not to disclose Confidential Information to any third party outside the context of the investigation or other law enforcement processes, unless proper written permission is received.
  - c. Not to use any of the Confidential Information for any purpose other than for the specific law enforcement purposes covered by this MOU. Unauthorized uses include, but are not limited to, general licensing, employment, eligibility for federal or state benefits, or background investigation.
  - d. To maintain all the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any person, including through social media or other media outlets, without the prior and explicit written consent of the other party, except as otherwise permitted herein.
  - e. Any use of the Confidential Information for reasons not outlined by this MOU will result in the immediate termination of this agreement.
  
5. In the event that IHE intends to disseminate a public notification of an incident of sexual assault, sexual harassment, dating and domestic violence and stalking that falls within the parameters of this MOU, IHE will notify the BPD and provide a copy of the publication prior to dissemination. If the BPD determines that information contained in the public notification may have a negative impact on an ongoing or future investigation into the matter, the BPD will suggest modifications to the public notification to avoid such harm. Notwithstanding anything else provided herein to the contrary, the foregoing shall not be interpreted to restrict, condition, or otherwise interfere with the IHE's obligations under applicable law or policy to issue timely warnings regarding imminent or ongoing threats to its community. The BPD shall inform IHE before it disseminates a public notification about an incident within the parameters of this MOU.

## Liability

Performance under this Agreement by the Parties, their agents, servants, and employees, shall be for public and governmental purposes, and all privileges and immunities from liability enjoyed by governmental units, their agents, servants and employees, shall extend to performance under this Agreement to the extent permitted by Massachusetts and Federal law.





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Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent and wrongful acts or omissions of their respective employees. To the extent permitted by Massachusetts and Federal law, the Parties agree to hold each other, their agents, servants, and employees, harmless from all suits and claims brought by third parties against them, or any of them, arising out of any act or omission by the Parties respective agents, servants or employees, under this Agreement.

The above shall not apply to claims which allege intentional, willful, or malicious acts or omissions, by either Party, their agents, servants, or employees, or if the act or omission which gave rise to the claim was not provided for, or contemplated, as within the scope of this Agreement.

The agents, servants or employees of the Parties, while engaged in performing any service, activity or undertaking contemplated under this Agreement, shall be deemed to be engaged in the service and employment of such unit, notwithstanding the fact that such service, activity or undertaking is being performed in or for another governmental unit.

## **Jurisdiction**

This MOU shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Whenever possible, each provision of this MOU shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision, or portion thereof, is deemed by a court of competent jurisdiction to be prohibited or invalid under applicable law, such provision or portion thereof shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MOU.

## **Miscellaneous**

This MOU shall be binding upon the parties hereto and their successors and assigns.

## **Notices**

Any notices delivered hereunder relating to this MOU shall be sent by first class mail, facsimile, email, recognized courier or overnight delivery service, addressed as follows:

To the BPD:                    Gregory P. Long  
   Superintendent in Chief  
   Boston Police Department  
   One Schroeder Plaza  
   Boston, MA 02120



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With copies to: David J. Fredette, Legal Advisor  
Office of the Legal Advisor  
Boston Police BPD  
One Schroeder Plaza, Boston, MA 02120  
Phone: (617) 343-4550  
Fax: (617) 343-4609

To IHE: John Spinard  
CFO & Vice President, Finance and Administration  
Cambridge College  
500 Rutherford Avenue  
Boston, MA 02129  
[John.spinard@cambridgecollege.edu](mailto:John.spinard@cambridgecollege.edu)  
Phone: (617) 873-0689

With copies to: Judith Sizer  
The Law Office of Judith R. Sizer  
Phone: (781) 771-4993  
[judith@sizerlaw.com](mailto:judith@sizerlaw.com)

## Contacts

The contact person for any issues associated with this agreement shall be:

For the BPD: David J. Fredette, Legal Advisor  
Office of the Legal Advisor  
Boston Police BPD  
One Schroeder Plaza, Boston, MA 02120  
Phone: (617) 343-4550  
Fax: (617) 343-4609

For IHE: John Spinard  
CFO & Vice President, Finance and Administration  
Cambridge College  
500 Rutherford Avenue  
Boston, MA 02129  
[John.spinard@cambridgecollege.edu](mailto:John.spinard@cambridgecollege.edu)  
Phone: (617) 873-0689



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In Witness Whereof, the parties acknowledge their agreement to the foregoing as of the date first set forth above by execution of the MOU.

Gregory P. Long  
Superintendent in Chief  
Boston Police Department

Date

  
Signed with OnTask.io - 0242ac120002

John Spinard  
CFO & Vice President, Finance and Administration  
Cambridge College

June 22, 2022

Date