



# Cambridge College

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as of March <sup>March 31, 2022</sup> \_\_, 2022 by and between Cambridge College (CC) and Lawrence Police Department (LPD).

### **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 CC and LPD and establishing the respective roles and responsibilities of CC and LPD regarding the prevention of and response to sexual misconduct.

### **II. Primary Points of Contact**

The primary points of contact between CC and LPD on matters involving the interpretation and enforcement of this MOU shall be:

#### **For CC**

Name: John Spinard

Title: CFO and VP of Finance and Administration

#### **For LPD**

Name: Roy P. Vasque

Title: Chief of Police

### **III. Jurisdiction**

The parties agree that LPD has exclusive jurisdiction for any criminal investigation of an incident of alleged sexual misconduct (as defined under 610 CMR 14.02) occurring on the CC campus or in other facilities in the City of Lawrence that are owned, used or occupied by CC (together "campus").

### **IV. Agreed Upon Protocols**

- A. CC will respond to any CC student, employee, or community member who reports an incident of sexual misconduct in accordance with CC's policies and procedures for addressing incidents of sexual misconduct [<https://www.cambridgecollege.edu/title-ixsexual-misconduct-and-sexual-harassment-policy>]. CC will contact LPD, as promptly as practical under the circumstances, regarding any report(s) it receives of alleged criminal sexual misconduct involving CC's students, employees, or community members within the City of Lawrence.
- B. LPD will contact CC, as promptly as practical under the circumstances, regarding any report(s) it receives of alleged criminal sexual misconduct involving CC's students, employees, or community members reported to have occurred on-campus.



# Cambridge College

- C. CC and LPD shall provide administrative and investigative support to each other upon request and as appropriate, subject to the information sharing provisions set forth in Section IV.D. below. CC and LPD agree to identify any opportunities for sharing best practices and training resources regarding the prevention of and response to sexual misconduct.
- D. Relevant documentation and other information generated or acquired during an investigation may be shared between CC and LPD as permitted by federal and state law and where the claimant consents to the release of such documentation and information.
- E. To the extent that such notification is appropriate, CC and LPD agree that LPD will be responsible for notifying the Essex County District Attorney's Office of an incident of alleged criminal sexual misconduct in the City of Lawrence.
- F. CC and LPD shall review this MOU no less 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 set forth above and shall remain in effect until terminated by either CC or LPD 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.

### CAMBRIDGE COLLEGE

*John J Spinard*

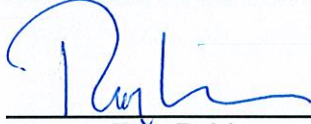
Signed with OnTask.io - 0242ae120002

March 31, 2022

\_\_\_\_\_  
**Name: John Spinard**  
**Title: CFO & VP of Finance & Administration**

\_\_\_\_\_  
**Date**

### LAWRENCE POLICE DEPARTMENT



\_\_\_\_\_  
**Name: Roy P. Vasque**  
**Title: Chief of Police**

October 26, 2022  
\_\_\_\_\_  
**Date**