



Memorandum of Understanding Seattle School District No. 1 and Seattle Police Department



In support of effective, timely, and cooperative response to incidents of sexual abuse and assault

This Memorandum of Understanding (hereinafter "Agreement") is entered into effective the date of the last signature between Seattle School District No. 1, a Washington state municipal corporation (hereinafter "District"), and Seattle Police Department, a Washington state law enforcement agency (hereinafter "SPD"), agree to the following:

I. SHARED COMMITMENTS

Seattle School District No. 1 and Seattle Police Department (hereinafter collectively "Parties") share the same commitment to the safety and well-being of our students. The District and SPD acknowledge the responsibilities each party has in the instance of sexual assault under the Revised Code of Washington as well as Title IX of the Education Amendments of 1972. In recognition of the severity and impact that an incident of sexual abuse and/or assault can have on the life of a student and the school community, and the need for an effective, timely, and cooperative response in these situations, the District and SPD are entering into this Memorandum of Understanding to clarify and memorialize our shared understanding of our mutual and individual roles and responsibilities.

The Parties recognize the paramount importance of coordinating both administrative and criminal investigative efforts so as not to compromise either's objectives. In order to afford suspects their constitutional rights to due process, SPD will be provided precedence to conduct suspect interviews. Further, whenever possible and appropriate, the Parties will conduct joint victim and witness interviews, inclusive of a victim advocate and a Deputy Prosecutor from the King County Prosecuting Attorney's Office, to alleviate the need for duplicative interviews.

The Parties further agree to share relevant documentation and other information created and/or maintained during the Parties' respective investigations as soon as practicable and as allowable by federal and state law.

II. SEATTLE SCHOOL DISTRICT RESPONSIBILITIES

District agrees:

- a. The District Title IX Coordinator or assigned designee will be the District's central point of contact for SPD to contact and facilitate response to reported incidents of sexual abuse and/or assault and to act as a liaison for information.
- b. Professional school personnel as defined in RCW 26.44.020(19), are individually responsible for reporting abuse or neglect. As defined in RCW 26.44.020(1), "abuse or neglect" includes sexual abuse and sexual exploitation.
- c. In compliance with state law, the District will report all cases of child abuse, sexual or otherwise to Children's Protective Services (CPS) or the Seattle Police Department within 48 hours.
- d. To determine the offender, if possible. If the alleged aggressor is another student, staff member, or a third party, the District will immediately notify SPD.
- e. There is an independent responsibility under Title IX to conduct an investigation (apart from any separate criminal investigation) and to address sexual abuse and/or assault.
- f. To record with consent interviews done independently from SPD.
- g. To provide victims the opportunity to consent to release information collected to SPD for use in a criminal investigation.
- h. To provide victims information and access to community victim resources.
- i. As detailed in Section VIII, the District will participate in the exchange of information with SPD regarding incidents of sexual assault to the extent permitted by the Family Education and Privacy Rights Act of 1974, 20 U.S.C. Sec 1232 g.
- j. To make a reasonable effort to notify the parent/guardian of involved students unless, in the opinion of law enforcement, the notification would hinder the investigation.

- k. The District will disclose to SPD when it has initiated an administrative action against the alleged perpetrator, to the extent allowable by state and/or federal law.
- l. The District agrees to prioritize obtaining forensic interview training for the Title IX Coordinator.

III. SEATTLE POLICE DEPARTMENT RESPONSIBILITIES

SPD agrees:

- a. To identify a central point of contact for the District to facilitate the response to reported incidents of sexual abuse and/or assault and to act as a liaison for information.
- b. That in cases of sexual abuse and/or assault involving District students, swift response and parallel investigations are ideal to reduce the number of victim interviews, increase efficiency, and to preserve the sanctity of both the District and SPD investigations.
- c. Whenever possible, will prioritize the investigations of reported incidents of sexual assault when the incidents involve and/or affect District students and staff.
- d. Student records and information are protected from dissemination due to a school district's status as a non-law enforcement public entity. SPD acknowledges that the District will participate in the exchange of information with SPD to the extent permitted by the Family Education and Privacy Rights Act of 1974, 20 U.S.C. Sec 1232 g.
- e. To provide victims information and access to community victim resources.

IV. RESPONSE PROTOCOL

When the District Title IX Coordinator receives information regarding an incident of sexual assault involving District student(s) and/or staff, both parties agree that the following will occur:

- 1. The Title IX Coordinator will contact the SPD Sexual Assault Unit mainline at 206-684-5575.
 - a. The Coordinator will provide the SPD case number and inquire as to case status.

- i. If the case has an assigned detective, the Coordinator will contact the assigned detective to begin discussions on investigation collaboration and timing. Collaboration will include, but is not limited to, the following: victim and suspect interview scheduling; sharing of case information as appropriate and permissible by law; and discussion regarding informing involved students' parent/guardian about the case.
 - ii. If the detective assignment is pending, the Coordinator will request contact with the detective as soon as the assignment occurs to begin collaboration for a coordinated response.
- b. In the case of a delay in the criminal investigation, the District's Title IX Coordinator will notify SPD if the District must begin to conduct their administrative investigation.

V. COMMUNICATION

The parties agree to meet in January, May, and September to review, discuss, and problem solve the parties' coordinated response to sexual abuse and assault incidents occurring within the previous period. The meetings will be scheduled by the District Title IX Coordinator at a mutually agreed upon date, time, and location.

For ongoing communications, the parties agree that the following persons will be the appropriate points of contact:

For Seattle Public Schools:

DISTRICT TITLE IX COORDINATOR, 206-252-0367, Title.IX@seattleschools.org
TINA MEADE, STUDENT CIVIL RIGHTS COMPLIANCE OFFICER, 206-252-0306

For Seattle Police Department:

SUSANNA MONROE, SERGEANT, 206-684-5593
KRISTA BAIR, SERGEANT, 206-684-5590

VI. PAYMENT

No Payments will be made under this agreement by either party.

VII. TERMINATION

Either party may terminate this MOU, with 30 days written notice at any time for any reason. In addition, District may terminate this MOU with written notice effective immediately if it determines such action is necessary for the health, safety, or education of students or staff.

VIII. CONFIDENTIAL STUDENT INFORMATION

SPD agrees and understands that absent an available exception under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 35 CFE Part 99) the District will only provide identifiable student information or academic records to SPD upon a signed release of information, which must be signed by each separate parent or the student, if the student is 18 years of age or older.

Where applicable and appropriate, the District agrees to utilize available exceptions available under the law to share information with SPD. Such exceptions can be found at 34 CFR § 99.31 and allow the District to disclose records, without consent, to the following parties or under the following conditions*:

- a. To comply with a judicial order or lawfully issued subpoena;
- b. Appropriate officials in cases of health and safety emergencies; and

*Note: not all exceptions are listed.

IX. INDEPENDENT CONTRACTOR

The parties agree this MOU does not make any person an employee of the other party.

X. NOTICES

All notices contemplated or required under this MOU shall be in writing and delivered by hand or U.S. Mail as follows:

To Seattle Public Schools:

Tina Meade
Office of Student Civil Rights
Seattle Public Schools
PO Box 34165, MS 32-149
Seattle, WA 98124-1166

And also to:

Office of General Counsel
Seattle Public Schools
PO Box 34165, MS 32-151
Seattle, WA 98124-1165

To Seattle Police Department:

Captain Deanna Nollette
Seattle Police Department Headquarters
610 5th Ave
Seattle, WA 98124

XI. MISCELLANEOUS PROVISIONS

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
- b. Amendment. Modifications to this MOU must be in writing and be signed by each party.
- c. Governing Law. The terms of this MOU shall be interpreted according to an enforced under the laws of the State of Washington. The parties agree that any judicial proceedings will take place in Seattle, Washington.
- d. Severability. If any provision of this MOU is held invalid or unenforceable, the remainder of the MOU will not be affected, but continue in full force.
- e. Assignment. Neither party shall assign its rights or responsibilities under this Agreement, unless it receives written permission from the other party.
- f. Non-Waiver. Any express waiver or failure to exercise promptly any right under this MOU will not create a continuing waiver or any expectation of non-enforcement.
- g. Counterparts. The parties agree that this MOU may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

By signing below, each signatory represents that it has the authority to execute this MOU.

SEATTLE SCHOOL DISTRICT NO. 1

SEATTLE POLICE DEPARTMENT


Superintendent Larry Nyland


Chief Kathleen O'Toole *OPERATIONS OFFICER*
Brian Moxey

Date

Date