Memorandum of Understanding
Between
Maryland Coalition Against Sexual Assault and Washington Adventist University

This memorandum of understanding is entered into by the Maryland Coalition Against Sexual Assault (hereinafter “MCASA”) and Washington Adventist University (hereinafter “WAU”). The MOU formalizes the commitment of the parties to work together to provide trauma-informed services and support to student and employee victims of sexual assault and to improve the overall response to sexual assault at WAU. The parties share the goal of preventing sexual assault on campus and in the community, enhancing survivor autonomy, and responding appropriately to students and employees who have been victimized.

This MOU is designed to comply with Md. Code Ann., Educ. § 11-601(c)(9)(ii) (2015), and to empower survivors by ensuring they are aware of services and support available on and off campus.

I. Description of the Partner Agencies

MCASA is a nonprofit organization whose mission is to prevent sexual assault, advocate for accessible, compassionate care for survivors of sexual assault, and work to hold offenders accountable. MCASA is a membership organization that includes all of the State’s seventeen rape crisis centers, law enforcement, mental health and health care providers, attorneys, educators, survivors of sexual violence and other concerned individuals. MCASA advocates for effective state policies, and supports legislation that promotes justice for survivors of sexual violence, accountability for offenders, and protection for the general public. MCASA also provides training and education activities throughout Maryland, community outreach, and technical assistance to professionals on issues related to sexual assault. The Sexual Assault Legal Institute (hereinafter “SALI”), a program of MCASA, provides direct legal services to survivors of sexual assault.

WAU was established in 1904 as a coeducational institution known as the Washington Training College, with the purpose of training young men and women in the liberal arts. Its mission is faith-based and student-focused, and WAU is committed to preventing sexual assault in its community and responding to sexual assault survivors.

II. History of Previous Collaboration

The collaboration between WAU and MCASA is new, and the Parties look forward to creating and building a partnership to provide services to victims and training to school officials.
III. The Role of MCASA

MCASA agrees to:

a) Provide the name and contact information for a liaison at Victim Assistance and Sexual Assault Program (VASAP). This liaison shall serve as the primary point of contact between VASAP and WAU, and should facilitate communications and assist with making services accessible to and appropriate for students and employees referred by WAU.

   i. VASAP is the local rape crisis and recovery center serving Montgomery County, Maryland. VASAP provides specialized support services to adult and minor victims of sexual assault, including a 24-hour hotline and counseling services in accordance with Md. Code Ann., Crim. Proc. § 11-923. VASAP also offers accompaniment for medical services, assistance and support for victims using mental health, social, medical, police, and legal services, and information and education for the general public regarding the prevention and treatment of rape and other sexual offenses. Md. Code Regs. 01.04.02.05. VASAP also offers assistance in applying to the Maryland Criminal Injuries Compensation Board, and group therapy sessions. VASAP provides empowerment-based services that focus on healing, support, and justice for victims of sexual assault.

b) Facilitate, to the extent necessary, any communications between VASAP and WAU to establish a working relationship that ensures WAU student and employee victims of sexual assault are receiving survivor-centered and trauma-informed services, and that student and employee victims of sexual assault are provided with choices regarding where to receive services.

c) Upon request and with adequate support from WAU, coordinate with VASAP to provide training to WAU faculty, staff, and students on topics such as the incidence and prevalence of sexual assault, myths about sexual assault, the physical and emotional effects of sexual assault on victims, the neurobiology of trauma, and appropriate methods for interviewing and communicating with victims. In addition and upon request, MCASA will strive to ensure a representative from either MCASA or VASAP is available and present at appropriate WAU events, such as health fairs. The parties understand that, due to the limited availability of resources, VASAP may be unable to provide particular trainings or event representation, and that such trainings or representation may occasionally be beyond the scope of services offered by VASAP.

d) Provide WAU with written materials regarding the options and legal rights afforded to students and employees who have experienced a sexual assault.

e) Coordinate with VASAP to assist WAU with the development and provision of prevention programming and training to faculty, students, and school officials.

f) Review and discuss with WAU the results of the school’s biannual campus climate surveys, in an effort to identify needs and areas where MCASA and/or VASAP can assist
WAU to improve sexual assault programming, campus culture, and sexual assault response.

g) Review and provide input to WAU regarding any proposed changes to sexual assault or misconduct policies, student disciplinary procedures, or other relevant policies and procedures.

h) Provide annual trainings to WAU on legal issues and other topics related to campus sexual assault response, such as state and federal laws regarding campus sexual assault, new developments in campus sexual assault laws, confidentiality, bystander intervention, student accommodations, and best practices for interviewing victims of sexual assault.

i) Participate in WAU's sexual assault response team (SART) or other coordinated team effort.

j) The Sexual Assault Legal Institute (SALI) will provide legal services to students and employees who have been sexually assaulted. Such services may include consultations, advocacy, and representation, as appropriate.

IV. The Role of WAU

WAU agrees to:

a) Identify a central point of contact for MCASA and VASAP staff to facilitate coordination and communication between MCASA, VASAP, and WAU.

b) Refer students and employees who have been victims of sexual assault to VASAP for services. Referrals may be made by any WAU employee, and WAU will ensure that all employees likely to receive reports of sexual assault have adequate information and knowledge regarding the victim resources that are available both on- and off-campus. Students and employees who have been victims of sexual assault will be encouraged to make their own choices about when, where, and whether to receive services.

c) Provide printed and online materials about victim services available to students and employees in Maryland, including materials from VASAP, the Sexual Assault Legal Institute, and MCASA.

d) Provide students and employees with printed and online materials regarding the nearest facility with a SAFE (sexual assault forensic examination) program and the availability of "Jane Doe" exams, which permit victims to have a forensic exam without reporting an assault to law enforcement. See http://www.mcasa.org/safeprograms for a full list of Maryland SAFE programs.
e) Provide students and employees with printed and online materials regarding how to obtain [campus no-contact orders, if available], protective orders\(^1\), peace orders\(^2\), and other legal remedies. WAU shall ensure that students who have been sexually assaulted are provided with written information regarding their legal rights and available legal services and advocacy.

f) Provide printed and online materials about reporting options for students and employees, including information about how to file a grievance with WAU and how to report a crime to local or campus law enforcement.

g) Provide MCASA and VASAP with copies of sexual assault prevention and response materials available to students and employees, and consider input and suggestions for improving the materials.

h) Collaborate with MCASA and VASAP on prevention approaches and activities.

i) Inform VASAP staff about: on-campus resources that are available to student and employee victims of sexual assault; WAU’s plans for complying with federal and state requirements for campus sexual assault response; reporting procedures for students or employees who wish to file a report with campus law enforcement; reporting procedures for students or employees who wish to file a grievance with WAU administrators; the student code of conduct and disciplinary process; and the educational and safety accommodations that may be provided to students who have experienced a sexual assault.

j) Inform VASAP about the reporting obligations of WAU employees and identify those employees with whom students can speak confidentially (and any exceptions to that confidentiality). This includes identifying responsible employees under Title IX,\(^3\) and campus security authorities under the Clery Act.\(^4\)

k) Inform VASAP about WAU’s prohibition on retaliation in accordance with Md. Code Ann., Educ. § 11-601(c)(8), how allegations of retaliation can be reported, and what protections are available for students who experience retaliation.


m) Ensure the availability of the Title IX Coordinator and other relevant staff to meet regularly with the VASAP liaison and/or MCASA staff.

---

\(^1\) A description of persons who may be eligible to petition the courts for a protective order may be found at Md. Code, Family Law § 4-501(m).

\(^2\) A description of peace orders may be found at Md. Code, Courts and Judicial Proceedings § 3-1503.

\(^3\) A “responsible employee” is a term of art under Title IX, and refers to any employee who has the authority to redress sexual harassment, who has been given the duty of reporting incidents of sexual harassment or any other misconduct by students to the Title IX coordinator or other appropriate school designee, or whom a student could reasonably believe has this duty or authority.

\(^4\) A “campus security authority” is a term of art under the Clery Act, and includes campus police or security officers, persons who have responsibility for campus security, persons who have been designated by WAU to receive reports of criminal offenses, and WAU officials who have significant responsibility for student and campus activities.
n) Provide MCASA and VASAP with the results from WAU’s campus climate surveys.

o) Compensate MCASA for training services provided. Compensation for trainings shall be at the rate of $50 per hour plus travel-related expenses, with a minimum training time of three hours.

V. Contact Information

Contact Information for VASAP Staff

The VASAP liaison and primary point of contact shall be:

Nadja Cabello, and may be reached at 240-777-1355 or Nadja.Cabello@montgomerycountymd.gov.

The Executive Director of VASAP is:

Nadja Cabello, and may be reached at 240-777-1355 or Nadja.Cabello@montgomerycountymd.gov.

Victims who wish to contact VASAP directly should call 240-777-4357.

Contact Information for MCASA

The MCASA liaison and primary point of contact shall be:

Asha Reynolds, and may be reached at 301-565-2277 or areynolds@mcasa.org.

Beginning 9/28, the interim MCASA liaison and primary point of contact shall be:

Chelsea Wiggins, and may be reached at 301-328-7023 or cwiggins@mcasa.org.

Contact Information for SALI

Victims who wish to contact SALI for legal services should call 301-565-2277.

Contact Information for WAU Staff

The WAU liaison and primary point of contact shall be:

Melissa Smith, and may be reached at 301-891-4019 or dsscva@wau.edu.

WAU’s Title IX Coordinator is:

Dr. Ralph Johnson, and may be reached at 301-891-4028 or rejohnso@wau.edu.

Other relevant WAU staff:

Edwin Monge, may be reached at 301-891-4019 or emonge@wau.edu for issues regarding safety planning coordination and prevention programming.
Patrick Farley, may be reached at 301-518-1097 or pfarley@wau.edu for issues regarding safety planning coordination and prevention programming.

VI. Other Provisions

a) This MOU shall begin on Sept. 1, 2016 and shall terminate on Sept. 1, 2017.

b) This MOU may be modified only through mutual, written agreement.

c) This MOU may be renewed at the option of MCASA and WAU. If each of the parties desires to renew this MOU, they shall make every effort to exercise this option no later than 60 days prior to the MOU expiration.

d) The individuals executing this agreement on behalf of each party warrants their individual authority to execute the agreement on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

President Weymouth Spence

Lisa C. Jordan, Esq., Executive Director and Counsel, MCASA and SALI

Date

9/25/16

Date

9/30/2016