



Cambridge College

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as of February 9, 2022 by and between Cambridge College (CC) and Springfield Police Department (SPD).

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 SPD and establishing the respective roles and responsibilities of CC and SPD regarding the prevention of and response to sexual misconduct.

II. Primary Points of Contact

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

For CC

For SPD

Name: John Spinard

Name: Trent Duda

Title: CFO and VP of Finance and Administration

Title: Captain of Detective Bureau

III. Jurisdiction

The parties agree that SPD 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 Springfield 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 SPD, 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 Springfield.
- B. SPD 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 on-campus or off-campus within the City of Springfield.



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- C. CC and SPD 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 SPD 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 SPD 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 SPD agree that SPD will be responsible for notifying the Hampden County District Attorney's Office of an incident of alleged criminal sexual misconduct in the City of Springfield.
- F. CC and SPD 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 SPD 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



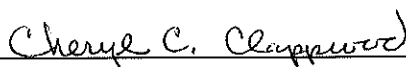
Signed with OnTask.io — 0242ac120002

Name: John Spinard
Title: CFO & VP of Finance & Administration

February 09, 2022

Date

SPRINGFIELD POLICE DEPARTMENT



Name: Cheryl Clapprood
Title: Police Commissioner

2/8/22

Date