

Building Partnerships with Local Rape Crisis Centers: Developing a Memorandum of Understanding

Colleges and universities can strengthen sexual assault prevention and response programs by developing partnerships with local rape crisis centers. These partnerships can be formalized through a Memorandum of Understanding (MOU) or other agreement between the parties. MOUs are often mandated in grant applications, but schools should consider developing these partnerships regardless of whether they are applying for funding.

Rape crisis centers are community-based organizations that provide victim advocacy and support services to victims of sexual violence. Services generally include 24-hour crisis intervention, medical and legal advocacy, and counseling for survivors. Many rape crisis centers also conduct professional training about sexual violence, provide community education, develop prevention programming, and help other organizations develop policies to address sexual violence. Most rape crisis centers are nonprofit organizations, although some are part of governmental social service agencies.

The scope of the partnership will vary according to the needs of the school and the capacity of the rape crisis center. For instance, providing confidential victim services is an essential part of a school's response to sexual violence, yet schools vary widely in their ability to provide these services on-campus. By working with a rape crisis center, small schools and colleges can fill gaps in their victim services provisions. Larger schools may find that a relationship with a community rape crisis center provides a valuable addition to services available on campus. Schools, regardless of size, often benefit from the expertise of rape crisis centers when developing prevention campaigns and providing training to students, faculty, and staff. Schools may also invite rape crisis centers to actively participate in the schools' sexual assault response team (SART) or other coordinated team effort.

If a given community lacks a rape crisis center, or the local center is unable to take on additional work, the state sexual assault coalition may be able to serve as a partner for some purposes.¹ Reimbursing rape crisis centers and coalitions for their services is a best practice.

The partnership should include cross-training about the policies, procedures, and resources of both organizations. To serve as an effective partner, schools should provide training for rape crisis centers and/or state coalitions on the federal and state requirements that schools must meet in developing sexual assault prevention and response programs. This training should also familiarize rape crisis centers with campus-based resources, the reporting options for students and employees, the investigation process for sexual assault cases, and the remedies that schools can provide to survivors. Rape crisis centers, in turn, can offer school officials specialized training on the unique dynamics of sexual assault and the impact trauma may have on individual victims.

While this document focuses on partnerships between schools and rape crisis centers, schools are encouraged to consider MOUs with multiple organizations (e.g., the rape crisis center, domestic

¹ A comprehensive list of state sexual assault coalitions can be found on the Department of Justice website at <http://www.ovw.usdoj.gov/statedomestic.htm>

violence shelter, state sexual assault coalition, local sexual assault response team organizations, and mental health providers) in order to address and strengthen various aspects of the school's response to sexual assault. Schools are cautioned to recognize that partnerships with community organizations should be used to supplement and assist a school's sexual assault prevention and response programs, not to replace them.

Most schools have a standard format for MOUs with external partners. This sample should be used only as guide to help develop an MOU tailored to the needs of the parties. This sample MOU does not constitute legal advice, and institutions that use it as a model for their own MOUs may still be found to be out of compliance with federal law(s) (e.g., if the institution fails to effectively address a hostile education environment created by sexual misconduct.) MOUs should always be reviewed by legal counsel, and additional language describing liability protections, insurance requirements, or other legal provisions may be required. When preparing MOUs for grant applications, follow the instructions in the application package.

SAMPLE

MEMORANDUM OF UNDERSTANDING

BETWEEN

Rape Crisis Center and College

This Memorandum of Understanding (MOU) is entered into by Rape Crisis Center and College. The MOU formalizes the commitment of the parties to work together to provide trauma-informed services to student and employee victims of sexual assault and to improve the overall response to sexual assault at College. The parties share the goal of preventing sexual assault on campus and in the community, and responding appropriately to students and employees who have been victimized.

I. Description of the Partner Agencies

Rape Crisis Center is a nonprofit, community-based organization dedicated to the elimination of sexual violence in all its forms. Rape Crisis Center provides free, confidential services including a 24-hour hotline, therapeutic services, medical and legal advocacy, community education and training for professionals. Through direct services and education, Rape Crisis Center provides services to more than [insert number] individuals annually. Rape Crisis Center provides empowerment-based services that focus on healing, support, and justice for victims of sexual assault.

College was founded in [year], and serves [enrollment number] students. Its mission is to provide high-quality education in a safe learning environment.

II. History of Previous Collaboration

College and Rape Crisis Center have collaborated for the [insert the length in years of the collaboration] on programs to prevent sexual violence on campus. Rape Crisis Center has conducted [insert number] on-campus educational programs for students of College and provided professional training for health center staff. This MOU builds on the previous collaboration to provide services to victims and training to additional school officials.

III. The Role of the Rape Crisis Center

Rape Crisis Center agrees to:

- a) Appoint a qualified Coordinator of Services to focus on making services accessible to and appropriate for students and employees referred by College.
- b) Make 24-hour rape crisis hotline services available to students and employees of College.
- c) Provide confidential crisis intervention, counseling, information and referral, and accompaniment to medical and legal services as requested by students and employees.

- d) Provide students and employees of Community College with information about how to file a complaint with the College and how to report a crime to campus or local law enforcement and offer to assist students and employees with filing a complaint or report.
- e) Provide College with general information about incidents of sexual violence and other reportable offenses for inclusion in its annual Clery Act security report and to help the College identify patterns or systemic problems related to sexual violence.
- f) Conduct victim satisfaction surveys or use other methods to assess the effectiveness of the services provided to students and employees.
- g) Meet regularly with the school's Title IX Coordinator or designee to share information about: the needs of victims, trends in sexual assault services provided, additional services that are needed by students and employees, and the effectiveness of the school's sexual assault prevention and response program.
- h) Provide [specify hours] of training to College health care and student services staff, officials involved in student conduct proceedings, and campus law enforcement on 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.
- i) Assist schools with the development and provision of prevention programming and training to faculty, students and school officials.
- j) Participate in College sexual assault response team (SART) or other coordinated team effort.

IV. The Role of College

College agrees to:

- a) Identify a central point of contact for Rape Crisis Center staff to facilitate referrals for confidential services.
- b) Provide training to Rape Crisis Center staff about: on-campus resources that are available to student and employee victims of sexual assault; the federal and state requirements for colleges in responding to sexual assault; reporting procedures for victims who wish to file a report with campus law enforcement and/or a complaint with college officials; the student code of conduct and disciplinary process; and the educational accommodations that can be provided to victims of sexual assault.
- c) Provide printed and online materials about reporting options for students and employees, including information about how to file a complaint with the College and how to report a crime to campus or local law enforcement.
- d) Inform the Rape Crisis Center about the reporting obligations of school employees and identify those school employees with whom students can speak confidentially (and any exceptions to that confidentiality.)
- e) Inform the Rape Crisis Center about the school's prohibitions on retaliation, how allegations of retaliation can be reported, and what protections are available for students who experience retaliation.
- f) Ensure availability of the Title IX Coordinator or designee to meet regularly with Rape Crisis Center Coordinator.
- g) Collaborate with the Rape Crisis Center on prevention approach and activities.

- h) Compensate Rape Crisis Center for services provided. [Attach compensation agreement.]

V. Confidentiality

Rape Crisis Center and College affirm the importance of providing students with options for confidential services and support. All services provided by Rape Crisis Center to students and employees of College will be kept confidential except in the following circumstances:

- a) If the student or employee wants information shared with College or campus security, campus or local law enforcement, Rape Crisis Center will obtain informed consent for release of the information. When releases of information are required, they will be written, informed, and reasonably time-limited.
- b) Rape Crisis Center will provide College aggregate data about incidents of sexual violence and other reportable offenses to include in its annual Clery Act security report and to help the College identify patterns or systemic problems related to sexual violence. No personally identifying information will be provided for Clery Act purposes. The Rape Crisis Center will consult with victims regarding what information needs to be withheld to protect their identity.
- c) If the federal or state law requires disclosure because there is an imminent risk of harm to self or others, the Coordinator will determine: who will be notified; in what form; what information will be provided to the victim regarding this disclosure; and what steps will be taken to protect the victim from the imminent risk.

VI. General Provisions

This section includes the school's required language for MOUs.

By _____
President, College
Date _____

By _____
Executive Director, Rape Crisis Center
Date _____