

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DANVILLE POLICE DEPARTMENT
AND
AVERETT UNIVERSITY**

A. PURPOSE

The purpose of this Agreement is to define and establish procedures and practices for cooperation between the Danville Police Department and Averett University in the emergency response to, investigation of, and prevention of crimes that occur on property owned or controlled by Averett University or on public property within the campus, or immediately adjacent to and accessible from the campus. Pursuant to § 23-234 of the *Code of Virginia*, this Agreement also shall establish procedures and practices when the Danville Police Department investigates any felony sexual assault incident occurring on property owned or controlled by Averett University or on public property within the campus, or immediately adjacent to and accessible from the campus. This Agreement shall not prevent Averett University from entering into a similar agreement with any other law enforcement agency.

B. DURATION

This Agreement shall remain in force and effect until one of the parties to this Agreement provides written notice to the other party terminating this Agreement. Any modifications to this Agreement shall be implemented only upon agreement of both parties.

C. NOTIFICATION AND RESPONSE

1. Upon notice from Averett University, the Danville Police Department shall provide assistance to Averett University in the emergency response to, investigation of, and prevention of crimes occurring on any property owned or controlled by Averett University or on public property within the campus, or immediately adjacent to and accessible from the campus and shall assume responsibility as lead investigatory agency for the incident reported. For purposes of this Agreement, the term, "Campus" shall refer to all property owned or controlled by Averett University used for educational purposes and that is frequented by students, as identified in Appendix A attached hereto.

2. If the Danville Police Department shall become aware of crime known to involve Averett University or its students, Danville Police Department will try, if possible, to notify the Averett University Director of Security informed, as is

reasonably practical of such crime and at a time that such disclosure would not jeopardize or interfere with the criminal investigation or prosecution. If the crime involves sexual assault or other crimes of violence, the Danville Police Department will notify the Averett University Dean of Students or Title IX Coordinator as soon as practicable.

3. In the event that the Danville Police Department conducts an investigation that involves a felony sexual assault as set forth in Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2 occurring on property owned or controlled by Averett University or on public property within the campus, or immediately adjacent to and accessible from the campus, the Danville Police Department shall notify the local Commonwealth's Attorney of such investigation within 48 hours of beginning such investigation.

4. Notwithstanding the above, Averett University shall notify the local Commonwealth's Attorney of any incident of an alleged felony sexual assault as set forth in Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2 that occurs on property owned or controlled by Averett University or on public property within the campus, or immediately adjacent to and accessible from the campus as required by § 23-9.2:15(G) of the *Code of Virginia*. Such notification shall include information regarding the incident, including the information received by the college's review team established under § 23-9.2:15 of the Code of Virginia.

5. Nothing in this Agreement prevents Averett University from notifying the Danville Police Department of any alleged sexual assault that occurs on property owned or controlled by Averett University when such notification is deemed appropriate. Such notification may not include personally identifying information if the victim/survivor of such assault declines the release of such information to law enforcement.

6. Averett University agrees to cooperate with the Danville Police Department during the criminal investigation of an alleged sexual assault that occurs on property owned or controlled by Averett University or on public property within the campus, or immediately adjacent to and accessible from the campus, or that involves a currently enrolled student or employee. It is intended that the Danville Police Department and Averett University will cooperate and work together to coordinate and provide an appropriate and responsible investigation to reported incidents of sexual assault. When necessary to safeguard the criminal investigation, Averett University will suspend its internal investigation for a reasonable amount of time and will regularly confer with the Danville Police Department on the status of the criminal investigation. Suspending its internal investigation may include delaying interviews of suspects or key witnesses to allow the Danville Police Department to conduct an unencumbered criminal investigation, but Averett University shall be free to continue other aspects such as collection of records and documents, implementing protective measures, or

similar activities. Nothing in this Agreement shall prevent Averett University from fulfilling its obligations under Federal and state law.

D. COSTS, LIABILITY, DISCIPLINE

Each party agrees that they will be responsible for any personnel costs for their agents and employees related to any such investigation or assistance. The parties further agree that they shall be solely responsible for any complaints or liabilities arising from the actions or omissions of their employees or agents and shall be responsible for any discipline of their own employees.

E. REPORTS

Averett University agrees that the Danville Police Department shall utilize Danville Police Department forms and reports to document assistance provided.

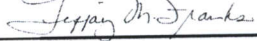
F. AGREEMENT TO CONTINUE

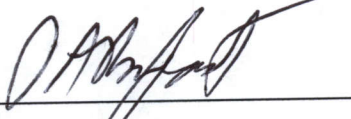
Each party agrees to abide by these procedures until this Agreement is terminated or modified by agreement of the parties.

In witness whereof, the parties have executed this Agreement through their respective department heads this 2 day of July, 2015.

Averett University

DANVILLE POLICE DEPARTMENT

BY 
(College President)

BY 
(Chief of Police)

**APPENDIX TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE DANVILLE POLICE DEPARTMENT
AND AVERETT UNIVERSITY
IDENTIFICATION OF AVERETT UNIVERSITY CAMPUS PROPERTY
COVERED BY THIS AGREEMENT**

	420 W. Main St, Danville VA; 133 Robertson Ave; 129 Robertson Ave; 119 Robertson Ave; 354 W. Main St; 354 W. Main St; 350 W. Main St; 344 W. Main St; 178 Mountain View Ave; 174 Mountain View Ave; 161 Mountain View Ave; 160 Mountain View Ave; 150 Mountain View Ave; 124 Mountain View Ave; 400 Surry Lane; 500 Hawthorne Dr; 318 Woodland Ave; 316 Woodland Dr; 314 Woodland Dr; 204 Woodland Dr.; 357 Averett Pl; 356 Averett Pl; 351 Averett Pl
Main Campus	
	254 Mountain View Ave; 214 Mountain View Ave; 212 Mountain View Ave; 210 Mountain View Ave; 141 Woodland Dr; 150 Woodland Dr
Student Housing	
Aviation Center	427 Airport Dr, Danville VA
Riverview	512 Bridge St., Danville, VA
North Campus	707 Mt. Cross Rd, Danville VA