K21-1401

MEMORANDUM OF UNDERSTANDING BETWEEN NEW ORLEANS POLICE DEPARTMENT, ORLEANS PARISH DISTRICT ATTORNEY'S OFFICE, AND DELGADO COMMUNITY COLLEGE POLICE DEPARTMENT AND DELGADO COMMUNITY COLLEGE

Pursuant to La. R.S. 17:3399.14, this Memorandum of Understanding ("MOU") is a collaboration between the New Orleans Police Department, Orleans Parish District Attorney's Office, and Delgado Community College Police Department (the "Law Enforcement Group"), and Delgado Community College (the "Institution"), each represented by the authorized signatory below.

The law requires that all public institutions of higher education shall enter into and maintain a written memorandum of agreement with local law enforcement agencies, including the campus police department, if any, the local district attorney's office, and any law enforcement agency with criminal jurisdiction over the campus, to clearly delineate the responsibilities and share information, in accordance with applicable state and federal confidentiality laws, including but not limited to trends regarding power-based violence committed by or against students of an institution.

With signature to this MOU by all parties, representatives are demonstrating a commitment to the requirements of La R.S. 17:3399.14. This agreement shall be reviewed annually by each institution's chancellor, Title IX coordinator, and the executive officer of the criminal justice agency, and shall be revised as considered necessary.

Nothing in this MOU entered into by the Parties shall be construed as prohibiting a victim or responsible employee from making a complaint to both the institution and a law enforcement agency.

The parties agree as follows:

1. New Orleans Police Department, Orleans Parish District Attorney's Office, and Delgado Community College Police Department each agree to:

- a. Designate a liaison to serve and work with the Institution, including each Institution's campus security and Title IX Coordinator, and to serve as the agency's contact person;
- b. Maintain communication and contact with the Institution and Title IX Coordinator at the Institution, to the extent able to do so without jeopardizing their own investigation, including meeting with the Title IX Coordinator or others to assist the institution in resolving power-based violence committed on their campus by or against students of an institution, and to promote the proper methods of preservation of evidence;
- c. Notify the Institution, to the extent able with respect to any confidentiality requirements imposed by law, of any report of power-based violence committed on the campus by or against students of an institution;

- d. Coordinate investigations with the Institution, to the extent able to do so without jeopardizing their own investigation, to assure that any reported incident involving power-based violence committed on the campus by or against students of an institution is fully investigated;
- e. Assist in the development and implementation of training for use by the Institution related to sharing information and conducting investigations into power-based violence committed on the campus by or against students of an institution;
- f. Share general information with the Institution about power-based violence committed on its campus by or against students of an institution with the goal of promoting and improving campus safety;
- g. Include in its police reports and case files information related to the status of the alleged victim as a student of an institution; and
- h. Develop and support policies and procedures to establish and maintain meaningful communication between all signatories to this MOU.

2. Delgado Community College agrees to:

- a. Designate a liaison to serve and work with the Law Enforcement Group, and to serve as the Institution's contact person;
- b. Maintain communication and contact with the Law Enforcement Group, to the extent able to do so without jeopardizing their own investigation, including meeting with its Title IX Coordinator or others to assist those in resolving power-based violence committed on their campus by or against students of an institution, and to promote the proper methods of preservation of evidence;
- c. Notify the Law Enforcement Group, to the extent able with respect to any confidentiality requirements imposed by law, of any report of power-based violence committed on its campus by or against students of an institution;
- d. Coordinate investigations with the Law Enforcement Group, to the extent able to do so without jeopardizing their own investigation, to assure that any reported incident involving power-based violence committed on the campus by or against students of an institution is fully investigated;
- e. Assist in the development and implementation of training with the Law Enforcement Group, for the sharing of information and conducting investigations into power-based violence committed on the campus by or against students of an institution;
- f. Share general information with the Law Enforcement Group, where applicable, about power-based violence committed on the campus by or against students of an institution, with the goal of promoting and improving campus safety; and
- g. Develop and support policies and procedures to establish and maintain the communication between all signatories to this MOU.

3. Term: This MOU shall be reviewed annually and revised as needed.

This Memorandum of Understanding is hereby accepted and adopted by the following authorized representatives:

LATOYA CANTRELL

Mayor, City of New Orleans

obo New Orleans Police Department

JASON WILLIAMS

District Attorney

Orleans Parish District Attorney's Office

rissa Littleton Steib (Dec 21, 2021 15:25 CST) 12/21/2021

Date

LARISSA LITTLETON-STEIB, PH.D.

Chancellor

Delgado Community College

and obo Delgado Community College Police Department

FORM AND LEGALITY APPROVED: City of New Orleans' Law Department

Printed Name:

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