MEMORANDUM OF UNDERSTANDING BETWEEN THE JEFFERSON PARISH SHERIFF'S OFFICE AND DELGADO COMMUNITY COLLEGE

PARTIES

This Memorandum of Understanding ("MOU) is entered into by and between the
Jefferson Parish Sheriff's Office ("JPSO) and Delgado Community College ("DCC") at
Jefferson Parish, Louisiana. Nothing in this MOU shall be construed as limiting or
impeding the basic spirt of cooperation which exists between these two entities.

BACKGROUND

2. Act 172 of the Regular Session of the Louisiana Legislature, now Louisiana Revised Statutes 17:3351 (H), 17:3399.11 and 17:3399.12, requires that all public institutions of higher education enter into memorandums of agreement with local law enforcement agencies to clearly delineate the responsibilities and share information, in accordance with applicable state and federal confidentiality laws, regarding sexually-oriented criminal offenses, including trends, occurring against students at institutions of higher education located in Jefferson Parish, Louisiana. Prior collaborations amount the different agencies have, until this time, been informal and unwritten arrangements. With signature to this MOU, all representatives are demonstrating a commitment to address the requirements of Act 172.

PURPOSE

3. This working agreement is recognized as a cooperative, collaborative commitment between JPSO and DCC to delineate responsibilities and share information related to sexually-oriented criminal offenses that may occur on the DCC campus(es), and as proof of this commitment as acknowledged by the signature of each agency's representative.

JPSO RESPONSIBILITIES

- 4. Designate a liaison to serve and work with DCC as the JPSO's contact person;
- 5. Maintain communication and contact with DCC, to the extent that JPSO is able to do so without compromising any JPSO investigation(s), including meeting with the DCC Police Department to assist DCC investigators in resolving sexually-oriented criminal offenses that may have occurred on DCC's Jefferson Parish campus(es)¹ and to promote the proper methods of preservation of evidence;
- 6. Notify the DCC, to the extent JPSO is able to do so with respect to any confidentiality requirements, of any report of a sexually-oriented criminal offense that may have occurred on the DCC's Jefferson Parish campus(es) which involved a student as either the victim or the accused:
- 7. Coordinate investigations, to the extent that JPSO is able to do so without compromising its own investigation(s), to assure that any reported incident involving sexually-oriented criminal offenses that may have occurred on DCC's campus(es) which involve a student as either the victim or the accused is investigated;
- 8. Assist DCC with interactions among DCC, the Jefferson Parish Coroner's Office, and the Jefferson Parish District Attorney's Office with regard to the development and implementation of training for DCC. This training might include the avenues for information-sharing and conducting investigations into sexually-oriented criminal offenses that may have occurred on DCC's campus(es) and which involved a student as either a victim or the accused;
- 9. Develop and support the policies and procedures necessary to establish and maintain communication between the two signatories to this MOU.

DCC RESPONSIBLITIES

- 10. Designate a liaison to serve and work with the JPSO as DCC's contact person;
- 11. Maintain communication and contact with JPSO to the extent that the JPSO is able, without compromising any JPSO investigation(s), to assist DCC in resolving sexually-oriented criminal offenses that may have occurred on DCC's campus(es) and which involved a student as either the victim or the accused and to promote the proper methods of preservation of evidence;

³ If a sexually-oriented offense occurs on DCC's campus(es), the JPSO will endeavor to include the DCC Police Department in the investigation to the best of its abilities based on confidentiality requirements and investigative necessities. However, the JPSO will not assist, notify, nor involve the DCC if the offense involves a student who is either a victim or the accused while off campus based on victim's privacy and rights issues. In these instances, DCC may obtain information regarding the investigation(s) through normal channels.

- 12. Notify JPSO, to the extent DCC is able with respect to any confidentiality requirements, of any report of any sexually-oriented criminal offense that may have occurred on DCC's campus(es) and which involved a student as either the victim or the accused;
- 13. Coordinate investigations, to the extent that JPSO is able without compromising any JPSO investigation(s), to assure that any reported incident involving sexually-oriented criminal offenses that may have occurred on DCC's campus(es) and which involved a student as either the victim or the accused is investigated;
- 14. Participate and interact with JPSO, the Jefferson Parish Coroner's Office, and the Jefferson Parish District Attorney's Office with regard to the development and implementation of training for DCC. This training might include the avenues for information-sharing, and conducting investigations into sexually-oriented criminal offenses that may have occurred on DCC's campus(es) and which involved a student as either the victim or accused;
- 15. Develop and support the policies and procedures necessary to establish and maintain communication between the two signatories to this MOU.

TERM

16. This MOU and agreement shall remain in effect until cancelled.

CANCELLATION

17. This MOU and agreement may be cancelled at any time by either party upon written notice to the JPSO Sheriff or the DCC Chancellor.

SIGNATORIES

Signed on this, the 23 day of December, 2021,

Joseph P. Lopinto, III

Sheriff

Jefferson Parish Sheriff's Office

Paul D. Connick, Jr.

District Attorney

Jefferson Parish

Larissa Littleton Steib (Dec 23, 2021 00:32 CST)

Larissa Littleton-Steib, Ph.D.

Chancellor

Delgado Community College