

#### MEMORANDUM OF UNDERSTANDING BETWEEN

LAFOURCHE PARISH SHERIFF'S OFFICE, LAFOURCHE PARISH DISTRICT ATTORNEY'S OFFICE

### AND

### FLETCHER TECHNICAL COMMUNITY COLLEGE

#### **PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between Lafourche Parish Sheriff Office (LPSO), Lafourche Parish District Attorney's Office and Fletcher Technical Community College. Nothing in this MOU should be constructed as limiting or impeding the basic spirit of cooperation which exists between these entities.

# **BACKGROUND**

2. Act 172 of the 2015 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 memorandum 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 Lafourche Parish. Prior collaborations among the different agencies, have until this time, been informal and unwritten agreements. With signature to this MOU, all representatives are demonstrating a commitment to the requirements of Act 172.

#### **PURPOSE**

3. This working agreement is recognized as a cooperative, collaborative commitment between LPSO, Lafourche Parish DA's Office and Fletcher Technical Community College to delineate responsibilities and share information related to sexually-oriented criminal offenses, and as proof of commitment as acknowledged by the signature of each agency's representative.

# RESPONSIBILITIES

- 4. Designate a liaison to serve and work with Fletcher Technical Community College to serve as the agency's contact person;
- 5. Maintain communication and contact with Fletcher Technical Community College, to the extent that they are able without hampering or jeopardizing their own investigation, including meeting with the Fletcher Technical Community College designated security lead to assist that institution in resolving sexually-oriented criminal offenses that may have occurred on their campuses or involved a student as a victim or an accused and to promote the proper methods of preservation of evidence:
- 6. Notify Fletcher Technical Community College, to the extent they are able with respect to any confidentiality requirements, of any report of a sexually oriented criminal offense that may have occurred on their campuses or involved a student as a victim or an accused;
- 7. Coordinate investigations, to the extent that they are able without hampering or jeopardizing their own investigation, to assure that any reported incident involving sexually-oriented criminal offenses that may have occurred on their campuses or involve a student as a victim or an accused is fully investigated:
- 8. Assist in the development and implementation of training for the Institution for sharing information and conducting investigations into sexually-oriented criminal offenses that may have occurred on their campuses or involve a student as a victim of an accused is fully investigated;

- Share general information about sexually-oriented criminal offenses that may have occurred on their campuses
  or involved a student as a victim or an accused to improve campus safety;
  - 10, Develop and support the policies and procedures to establish and maintain the communication between all signatories to this MOU.

# FLETCHER'S RESPONSIBILITY

- 11. Designate a liaison to serve and work with LPSO and the Lafourche Parish District Attorney's Office to serve as the agency's contact person;
- 12. Maintain communication and contact with LPSO and DA to the extent that they are able without hampering or jeopardizing their own investigation to assist the Institution in resolving sexually-oriented criminal offenses that may have occurred on their campuses or involved a student as a victim or an accused and to promote the proper methods of preservation of evidence;
- 13. Notify LPSO, to the extent they are able with respect to any confidentiality requirements, of any report of a sexually oriented criminal offense that may have occurred on their campuses or involved a student as a victim or an accused;
- 14. Coordinate investigations, to the extent that they are able without hampering or jeopardizing their own investigation, to assure that any reported incident involving sexually-oriented criminal offenses that may have occurred on their campuses or involved a student as a victim or an accused is fully investigated;
- 15. Assist in the development and implementation of training for the Institution for sharing information and conducting investigations into sexually-oriented criminal offenses that may have occurred on their campuses or involved a student as a victim or an accused is fully investigated;
- 16. Share general information about sexually-oriented criminal offenses that may have occurred on their campuses or involved a student as a victim or an accused to improve campus safety;
- 17. Develop and support the policies and procedures to establish and maintain the communication between all signatories to this MOU.

### <u>TERM</u>

18. This MOU agreement shall remain in effect until cancelled.

#### CANCELLATION

19. This MOU agreement may be cancelled at any time by either party upon written notice to the LPSO Sheriff, Lafourche Parish District Attorney's Office or Fletcher Technical Community College Chancellor.

[SIGNATURES CONTAINED ON NEXT PAGE]

Craig Webre

Sherriff

Lafourche Parish Sheriff's Department

Kristine Russell

Latourche Parish District Attorney
17th Judicial District

Kristine Strickland, PhD

Chancellor

Fletcher Technical Community College

1/1/22 Date