LOUISIANA HEALTH SCIENCES CENTER NEW ORLEANS POLICE DEPARTMENT MEMORANDUM OF UNNDERSTANDING BETWEEN, NEW ORLEANS POLICE DEPARTMENT, ORLEANS PARISH DISTRICT ATTORNEY'S OFFICE, ORLEANS PARISH SHERIFF'S OFFICE.

<u>AND</u>

LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER NEW ORLEANS

Pursuant to La. R.S. 17:3399.14, this Memorandum of Understanding ("MOU") is a collaboration between the Louisiana State University Health Police Department, New Orleans Police Department, Orleans Parish District Attorney's Office, Orleans Parish Sheriff's Office, (the "Institution"), each represented by authorized signature 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. (Power-based violence shall include the offenses listed on Exhibit A.)

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. Louisiana State University Health Sciences Center-New Orleans Police Department (LSUHSC-PD) agrees to:
 - a. Designate a liaison to serve and work with the Institution, including the 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 its own investigation, including meeting with their Title IX Coordinator or others to assist the institution in resolving power-based violence committed on its 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 the institution;
- d. Coordinate investigations with the Institution, to the extent able to do so without jeopardizing its own investigation, to assure that any reported incident involving power-based violence committed on the campus by or against students of the 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 the institution;
- f. Share general information with the Institution about power-based violence committed on campus by or against students of the institution with the goal of promoting and improving campus safety;
- g. Include on its police reports information related to the status of the alleged victim as a student of the Institution; and
- h. Develop and support policies and procedures to establish and maintain meaningful communications between all signatories to this MOU.
- 2. New Orleans Police Department (NOPD) agrees to:
 - a. Designate a liaison to serve and work with the Institution, including the 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 its own investigation, including meeting with their Title IX Coordinator or others to assist the institution in resolving power-based violence committed on its 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 the institution;
 - d. Coordinate investigations with the Institution, to the extent able to do so without jeopardizing its own investigation, to assure that any reported incident involving power-based violence committed on the campus by or against students of the 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 the institution;
- f. Share general information with the Institution about power-based violence committed on campus by or against students of the institution with the goal of promoting and improving campus safety; and
- g. Develop and support policies and procedures to establish and maintain meaningful communications between all signatories to this MOU.
- 3. Orleans Parish Sheriff's Office agrees to:
 - a. Designate a liaison to serve and work with the Institution, including the 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 its own investigation, including meeting with their Title IX Coordinator or others to assist the institution in resolving power-based violence committed on its 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 the institution;
 - d. Coordinate investigations with the Institution, to the extent able to do so without jeopardizing its own investigation, to assure that any reported incident involving power-based violence committed on the campus by or against students of the 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 the institution;
 - f. Share general information with the Institution about power-based violence committed on campus by or against students of the institution with the goal of promoting and improving campus safety; and
 - g. Develop and support policies and procedures to establish and maintain meaningful communications between all signatories to this MOU.

- 4. Orleans Parish District Attorney's office agrees to:
 - a. Designate a liaison to serve and work with the Institution, including the 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 its own investigation, including meeting with their Title IX Coordinator or others to assist the institution in resolving power-based violence committed on its 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 the institution;
 - d. Coordinate investigations with the Institution, to the extent able to do so without jeopardizing its own investigation, to assure that any reported incident involving power-based violence committed on the campus by or against students of the 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 the institution;
 - f. Share general information with the Institution about power-based violence committed on campus by or against students of the institution with the goal of promoting and improving campus safety; and
 - g. Develop and support policies and procedures to establish and maintain meaningful communications between all signatories to this MOU.

Term: This MOU shall be reviewed annually. 4.

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

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New Orleans Police Department

Orleans Parish/District Attorney's Office

Orleans Parish Sheriff's Office

Louisiana State University Health Sciences Center New **Orleans Police Department**

Louisiana State university Health Sciences Center New Orleans

2/2024 <u>/ 6</u> Date 0

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Date

10-9-24

Date

MEMORANDUM OF UNDERSTANDING EXHIBIT A

Power-Based Violence Shall Include the following offenses:

Dating Violence	La. R.S. 46:2151(c)
Family Violence	La. R.S. 46:2132(3)
Domestic Abuse	La. R.S. 46:2121(2)
Non-consensual observation of another person's sexuality without the other person's consent, including voyeurism	La. R.S. 14:283.1
Video voyeurism	La. R.S. 14:283
Non-consensual disclosure of a private image	La. R.S. 14:283.2
Peeping tom activities	La. R.S. 14:284
Sexual assault	La. R.S. 14:41,42, 43.5, 89, 89.I, 106
Sexual exploitation	La. R.S. 14:46.2, 82, 86
Sexual harassment	
Stalking	La. R.S. 14:40.2
Cyberstalking	La. R.S. 14:40.3
Unlawful communications	La. R.S. 14:285
Unwelcome sexual or sex or gender-based conduct that is objectively offensive, as a discriminatory intent, arid lacks a bona fide academic purpose	

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MEMORANDUM OF UNDERSTANDING EXHIBIT B

The following individuals are designated as the initial liaisons pursuant to Sections l(a) and 2(a) of the MOU:

1. New Orleans Police Department

Arthur Mitchell, Attorney II <u>Arthur.Mitchell@nola.gov</u> (504)-658-9800

2. New Orleans District Attorney's Office

Mary Glass, Chief of Sexual Assault Kit Initiative Unit mglass@orleansda.com (504) 571-2873

- Orleans Parish Sheriff's Office, Crime Victims Unit Capt. Stephanie Minto Email: mintos@opso.us Phone: 504-202-9229
- 4. LSUHSC-NO Capt. Herbert Warren Cell: 504-884-5538 Email: <u>hwarre@lsuhsc.edu</u>