

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAINT BERNARD SHERIFF DEPARTMENT**

AND

NUNEZ COMMUNITY COLLEGE

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between St. Bernard Sheriff Department (SBSO) and Nunez Community College (NCC). 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 St. Bernard 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 SBSO and NCC 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.

SBSO RESPONSIBILITIES

4. Designate a liaison to serve and work with NCC to serve as the agency's contact person;
5. Maintain communication and contact with NCC, to the extent that they are able without hampering or jeopardizing their own investigation, including meeting with the NCC 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 NCC, 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;

9. 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.

NCC RESPONSIBILITIES

11. Designate a liaison to serve and work with SBSO to serve as the agency's contact person;
12. Maintain communication and contact with SBSO 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 SBSO, 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.

TERM

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

CANCELLATION

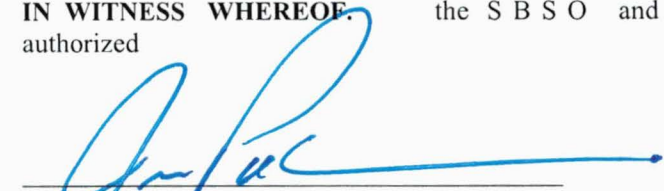
19. This MOU agreement may be cancelled at any time by either party upon written notice to the SBSO Sheriff or NCC Chancellor.

[SIGNATURES CONTAINED ON NEXT PAGE]

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IN WITNESS WHEREOF,
authorized

the S B S O and the NCC, through their duly




James Pohlmann
Sheriff
St. Bernard Sheriff Department

10/7/21
Date



Perry Nicosia
District Attorney
34th Judicial District

10/7/21
Date



Tina Tinney, Ed. D.
Chancellor
Nunez Community College

10/5/21
Date