

MEMORANDUM OF UNDERSTANDING BETWEEN
LOUISIANA TECH UNIVERSITY

AND

Bossier City Police Department, Bossier City Prosecutor's Office, Bossier Parish Sheriff's Office, 26th Judicial District Attorney's Office, Louisiana Tech University Police Department, Bossier Parish Community College Police Department, Bossier Parish Community College

Pursuant to La. R.S. 17:3399.14, as amended by Act 439 and 472 of the 2021 Regular Session of the Louisiana Legislature, this Memorandum of Understanding ("MOU") is a collaboration between the **Bossier City Police Department, Bossier City Prosecutor's Office, Bossier Parish Sheriff's Office, 26th Judicial District Attorney's Office, Louisiana Tech University Police Department, Bossier Parish Community College Police Department, Bossier Parish Community College and Louisiana Tech University -Bossier (Academic Success Center)** 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/president, 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.

It is understood and agreed that the terms of this MOU are intended to meet the obligations of La R.S. 17:3399.14. Nothing herein shall be construed to require any party to undertake or be responsible for any additional obligations beyond what is required in La R.S. 17:3399.14.

The parties agree as follows:

1. Bossier City Police Department, Bossier City Prosecutor's Office, Bossier Parish Sheriff's Office, 26th Judicial District Attorney's Office, Louisiana Tech University Police Department, and Bossier Parish Community College Police Department each agree to:

a. Designate a liaison to serve and work with the Institutions, 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 Institutions and Title IX Coordinators at the Institutions, to the extent able to do so without jeopardizing their own investigation, including meeting with their Title IX Coordinators or others to assist those institutions in resolving power-based violence committed on their campuses by or against students of an institution, and to promote the proper methods of preservation of evidence;

c. Notify the respective Institutions, to the extent able with respect to any confidentiality requirements imposed by law, of any report of power-based violence committed on their campuses by or against students of an institution;

d. Coordinate investigations with the Institutions, to the extent able to do so without jeopardizing their own investigation, to assure that any reported incident involving power-based violence committed on their respective campuses by or against students of an institution is fully investigated;

e. Assist in the development and implementation of training for use by the Parties hereto related to sharing information and conducting investigations into power-based violence committed on their campuses by or against students of an institution;

f. Share general information with the Institutions about power-based violence committed within the jurisdiction of the parties hereto 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 an Institution; and

h. Develop and support policies and procedures to establish and maintain meaningful communication between all signatories to this MOU.

2. Louisiana Tech University (Academic Success Center) and Bossier Parish Community College each agree 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 their Title IX Coordinators or others to assist those in resolving power-based violence committed on their campuses 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 their campuses 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 their respective campuses by or against students of an institution is fully investigated;

e. Assist 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 their campuses by or against students of an institution;

f. Share general information with the Law Enforcement Group, where applicable, about power-based violence committed on their campuses by or against students of an institution, with the goal of promoting and improving campus safety; and

g. Develop and support the 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:

Chris Estess

Chris Estess (Nov 18, 2021 09:48 CST)

Chris Estess
Chief, Bossier City Police Department

Nov 18, 2021

Date

E. Charles Jacobs

E. Charles Jacobs (Nov 18, 2021 09:44 CST)

Charles Jacobs
City Prosecutor, Bossier City Prosecutor's Office

Nov 18, 2021

Date

Andrew Jacobs for J. Schuyler Marvin

J. Schuyler Marvin
District Attorney, 26th Judicial District Attorney's Office

Dec. 17, 2021

Date

Julian C. Whittington

Julian C. Whittington (Dec 14, 2021 10:52 CST)

Julian C. Whittington
Sheriff, Bossier Parish Sheriff's Office

Dec 14, 2021

Date

Jimmy Stewart

Jimmy Stewart (Nov 17, 2021 09:00 CST)

Jimmy Stewart
Chief, Bossier Parish Community College Police Department

Nov 17, 2021


Date


Randal Hermes (Nov 18, 2021 05:06 CST)

Randal Hermes
Chief, Louisiana Tech University Police Department

Nov 18, 2021

Date


Rick Bateman (Nov 17, 2021 06:34 CST)

Rick Bateman
Chancellor, Bossier Parish Community College

Nov 17, 2021

Date


Leslie Guice (Nov 16, 2021 18:12 CST)

Leslie K. Guice
President, Louisiana Tech University

Nov 16, 2021

Date