



Executive Vice President

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MEMORANDUM OF UNDERSTANDING BETWEEN

Lafourche Parish District Attorney, Thibodaux Police Department, Lafourche Parish Sheriff's Office

AND

Nicholls State University

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 Lafourche Parish District Attorney, Lafourche Parish Sheriff, Thibodaux Police Chief, Nicholls State University Police Department (the "Law Enforcement Group"), and Nicholls State University (the "Institution"), 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 complainant or responsible employee from making a complaint to both the institution and a law enforcement agency.

The parties agree as follows:

1. **Lafourche Parish District Attorney's Office, Thibodaux Police Department, Lafourche Parish Sheriff's Office, Nicholls State University Police Department and each agree to:**
 - a. Designate a liaison to serve and work with the Institution, including the Institution's University's Police Department and Title IX Coordinator, and to serve as the agency's contact person;

- b. Maintain communication and contact with the Institution and Title IX Coordinators at the Institution, to the extent able to do so without jeopardizing their own investigation, including meeting with the Title IX Coordinators or others to assist the institution 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 Institution, 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 the institution;
- d. Coordinate investigations with the Institution, to the extent able to do so without jeopardizing their own investigation, to assure that any reported incident involving power-based violence committed on the respective campus by or against students of the 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 the campus by or against students of the institution;
- f. Share general information with the Institution 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 the Institution; and
- h. Develop and support policies and procedures to establish and maintain meaningful communication between all signatories to this MOU.

2. Nicholls State University (“Institution”) agree to:

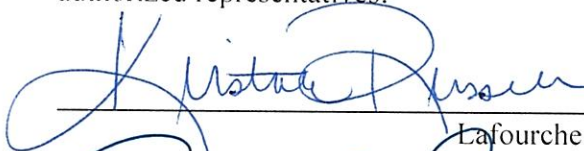
- a. Designate a liaison to serve and work with the Law Enforcement Group, and to serve as the Institution’s contact person;
- b. Maintain communication and contact with the Law Enforcement Group, to the extent able to do so without jeopardizing their own investigation, including meeting with the Title IX Coordinators or others to assist those in resolving power-based violence committed on their campus by or against students of the 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 the campus by or against students of the 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 the respective campus 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 the campuses by or against students of the institution;
- f. Share general information with the Law Enforcement Group, where applicable, about power-based violence committed on the campuses by or against students of the 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:


Lafourche Parish District Attorney


12/21/22
Date


Thibodaux Police Department

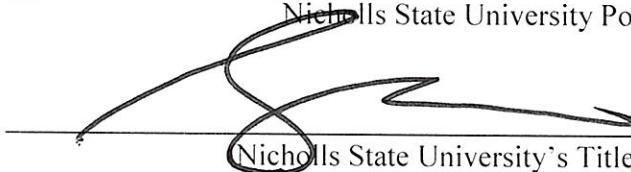
12/20/2021
Date


Lafourche Parish Sheriff's Office

12/14/21
Date


Nicholls State University Police Department

12-21-21
Date


Nicholls State University's Title IX Coordinator

21 December 2021
Date


Nicholls State University President

21 Dec 2021
Date