

**MEMORANDUM OF UNDERSTANDING OF COORDINATION BETWEEN
CADDO PARISH DISTRICT ATTORNEY'S OFFICE, LOUISIANA STATE
UNIVERSITY HEALTH SCIENCES CENTER-SHREVEPORT AND LOUISIANA
STATE UNIVERSITY-SHREVEPORT**

WHEREAS, La. R.S. 17:3399.14 mandates law enforcement and criminal justice agencies located within the parish of the campus of the institution enter into and maintain a written memorandum of understanding to clearly delineate responsibilities and share information in accordance professional rules of responsibility, applicable federal and state confidentiality laws to include, but not limited to the trends about power-based violence committed by or against students of the institution.

WHEREAS, the Caddo Parish District Attorney, Louisiana State University Health Sciences Center-Shreveport, and Louisiana State University-Shreveport, hereinafter sometimes referred to as the "Parties", enter this Memorandum of Understanding in compliance with La. R.S. 17:3399.14.

WHEREAS, the Caddo Parish District Attorney has criminal jurisdiction over the campus of Louisiana State University Health Sciences Center-Shreveport and Louisiana State University-Shreveport (the "Institution") hereinafter sometimes referred to as the "Parties".

WHEREAS, the purpose of the Memorandum of Understanding includes the delineation and sharing protocols of the criminal justice agency located within the parish of the campuses of the Institution subject to and in accordance with applicable federal and state confidentiality laws.

WHEREAS, the Parties shall agree upon training and requirements related to power-based violence for the purpose of sharing information and coordinating to the extent possible and develop a method of sharing general information about power-based violence occurring within the jurisdiction of the Parties to the memorandum of understanding in order to improve campus safety

to the extent possible within the context of the duties of the criminal justice agency and in accordance with applicable federal and state confidentiality laws.

WHEREAS, power-based violence means any form of interpersonal violence intended to control or intimidate another person through the assertion of power over the person and shall include the following:

Dating violence (R.S. 46:2151(C); Domestic abuse and family violence (R.S. 46:2121.1(2) and 2132(3) and for the purposes of this Part, domestic abuse shall also include any act or threat to act that is intended to coerce, control, punish, intimidate, or exact revenge on the other party, for the purpose of preventing the victim from reporting to law enforcement or requesting medical assistance or emergency victim services, or for the purpose of depriving the victim of the means or ability to resist the abuse or escape the relationship; Nonconsensual observation of another person's sexuality without the other person's consent, including voyeurism (R.S. 14:283.1), video voyeurism (R.S. 14:283), nonconsensual disclosure of a private image (R.S. 14:283.2), and peeping tom activities (R.S. 14:284); Sexual assault (R.S. 14:41, 42 through 43.5, 89, 89.1, and 106); "Sexual exploitation" which means an act attempted or committed by a person for sexual gratification, financial gain, or other advancement through the abuse of another person's sexuality including prostituting another person (R.S. 14:46.2 and 82 through 86); "Sexual harassment" which means unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or inappropriate conduct of a sexual nature when the conduct explicitly or implicitly affects an individual's employment or education, unreasonably interferes with an individual's work or educational performance, or creates an intimidating, hostile, or offensive work or educational environment and has no legitimate relationship to the subject matter of a course or academic research; Stalking (R.S. 14:40.2) and cyberstalking (R.S. 14:40.3); Unlawful communications (R.S. 14:285); Unwelcome sexual or sex- or gender-based conduct that is objectively offensive, has a discriminatory intent, and lacks a bona fide academic purpose.

WHEREAS, the Parties acknowledge and understand the duties and responsibility of the criminal justice agency and the Institution differ regarding the responsibility and sharing of information and the differences may limit the ability to share information.

Nothing in this Memorandum of Understanding entered into by the Parties shall be construed as prohibiting a victim or responsible employee from making a complaint to both the Institution and law enforcement agency.

The parties agree as follows:

1. The Caddo Parish District Attorney agrees to:

- a. Designate a liaison to serve and work with the Institution and to serve as the agency's contact person;
- b. Maintain communication and contact with the Institution and the Title IX Coordinator at the Institution, to the extent able to do so without jeopardizing a prosecution, to assist the Institution in resolving power-based violence that results in criminal prosecution that occurs on its campuses involving a student as a victim or an accused, and to promote the proper methods of preservation of evidence and to comply with the applicable federal and state confidentiality laws;
- c. Notify the respective Institution, to the extent able to do so, of any report of power-based violence that occurs on its campuses or which involves a student as a victim or an accused;
- d. Coordinate any prosecution with the Institution, to the extent able to do so without jeopardizing the prosecution of a case, to assure that any reported incident involving power-based violence that occurs on their respective campuses or which involves a student as a victim or an accused is fully prosecuted in accordance with the law and the evidence;
- e. Assist in the development and implementation of training for use by the Institution related to sharing information involving a prosecution of power-based violence that occurs on its campus or which involves a student as a victim or an accused;

- f. Share general information with the Institution about power-based violence that occurs on its campuses or which involves a student as a victim or an accused with the goal of promoting and improving campus safety; and
- g. Develop and support policies and procedures to establish and maintain meaningful communication between all signatories to this Memorandum of Understanding.


2. Louisiana State University Health Sciences Center-Shreveport and Louisiana State University-Shreveport agree to:

- a. Designate a liaison to serve and work with the Caddo Parish District Attorney to serve as the Institution's contact person;
- b. Maintain communication and contact with the Caddo Parish District Attorney's Office to the extent able to do so without jeopardizing their own investigation to assist the Institution in resolving power-based violence that may have occurred on its campuses or involved a student as a victim or an accused and to promote the proper methods of preservation of evidence;
- c. Notify the Caddo Parish District Attorney where applicable and to the extent able to do so under any federal or state confidentiality requirements, of any report of power-based violence that occurs on its campuses or involves a student as a victim or an accused;
- d. Develop and implement training for sharing information and conducting investigations into power-based violence that occurs on their campuses or involves a student as a victim or an accused;


- e. Share general information with the Caddo Parish District Attorney, where applicable, about power-based violence that occurs on their campuses or involves a student as a victim or an accused, with the goal of promoting and improving campus safety;
- f. Develop and support the policies and procedures to establish and maintain the communication between all signatories to this Memorandum of Understanding.

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


CADDO PARISH DISTRICT ATTORNEY

Signature: 
Name: James E. Stewart, Sr.
Title: Caddo District Attorney
Date: 12/7/2021

**LOUISIANA STATE UNIVERSITY-
SHREVEPORT**

Signature: 
Name: LARRY CLARK
Title: CHANCELLOR
Date: 12/14/21

**LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER-
SHREVEPORT**

Signature: 
Name: David Lewis
Title: William Chancellor
Date: 12/16/21