

CITY ORDINANCE NO. CO-110-2023

**AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND LAFAYETTE PARISH SCHOOL BOARD (SCHOOL RESOURCE OFFICERS)**

**BE IT ORDAINED** by the Lafayette City Council, that:

**WHEREAS**, Lafayette City-Parish Consolidated Government (“LCG”) intends to enhance the security of students, teachers, employees, and guests of schools and other facilities operated by the Lafayette Parish School Board (“School Board”) by providing qualified, POST-Certified officers as School Resource Officers (“SROs”) for such facilities; and

**WHEREAS**, LCG, through the Lafayette Police Department, will provide commissioned, POST-Certified, uniformed officers who meet the qualifications of La. R.S. 17:416.19 to enhance the security at public schools and facilities in the Parish of Lafayette operated by the School Board; and

**WHEREAS**, the School Board has agreed to contribute to the cost for such services in accordance with the terms and conditions set forth in the Agreement; and

**WHEREAS**, LCG and the School Board have agreed to a Cooperative Endeavor Agreement (“CEA”) to set out the terms and conditions under which the Lafayette Police Department will provide SROs to the School Board, a copy of which is attached as Exhibit “A.”

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the Lafayette City Council, that:

**SECTION 1:** All of the aforescribed “Whereas” clauses are adopted as part of this ordinance.

**SECTION 2:** The Lafayette Mayor-President is hereby authorized and directed to execute, on behalf of Lafayette City-Parish Consolidated Government, a CEA between LCG and the School Board described in the “Whereas” clauses.

**SECTION 3:** The CEA authorized in Section 2 shall be substantially in the form attached hereto, but may be revised, and may contain additional provisions as the Lafayette Mayor-President, in consultation with the Lafayette City-Parish Attorney, may deem necessary convenient, or desirable to carry out the intent and provisions of this ordinance.

**SECTION 4:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 5:** This ordinance shall become effective upon the signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon override of a veto, whichever occurs first.

\* \* \* \* \*

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND  
LAFAYETTE PARISH SCHOOL BOARD**

This Cooperative Endeavor Agreement (the "Agreement") is made and entered into on the dates indicated hereinbelow and is effective as of the 1st day of July, 2023, by and between the Lafayette City-Parish Consolidated Government (the "Agency") and the Lafayette Parish School Board ("School Board"), each represented herein by the undersigned, duly authorized to act herein, who declare as follows:

**WITNESSETH**

WHEREAS, Article VII, Section 14 of the Constitution of the State of Louisiana of 1974 provides, "For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, it is the desire of the Agency and the School Board to enter into this Agreement which is and shall constitute an Inter-Governmental Cooperative Endeavor Agreement as contemplated by Article VII, Section 14 of the Constitution of the State of Louisiana of 1974; and

WHEREAS, it is the intention of the Agency and the School Board to enhance the security of students, teachers, employees, and guests of schools and other facilities operated by the School Board by providing qualified, POST-Certified officers as School Resource Officers ("SROs") for such facilities; and

WHEREAS, the School Board has agreed to contribute to the cost for such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Agency and the School Board understand that it is advantageous to the citizens of Lafayette Parish, Louisiana, for their governmental entities to cooperate where possible to enhance and improve law enforcement efforts and to make the most efficient use of the citizens' tax dollars.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Agency and the School Board agree as follows, to-wit:

**PURPOSE**

The primary purpose of this Agreement is to enhance the safety and security of students, teachers, employees, and guests of schools and other facilities operated by the School Board.

The Agency will provide commissioned, POST-Certified, uniformed officers who meet the qualifications of La. R.S. 17:416.19 to enhance the security at public schools and other facilities

**Exhibit A**

in Lafayette Parish operated by the School Board. The duties and responsibilities of the SROs shall include, but not be limited to, the following:

#### **SRO's DUTIES AND RESPONSIBILITIES**

- A. **Rules and Regulations:** The SROs shall abide by the policies, rules and regulations of the Lafayette Parish School System (LPSS). The School Board shall supply the SROs with a copy of such rules and regulations. In the event of a conflict between such rules and regulations of the School Board with the policies and procedures of the Agency, the policies and procedures of the Agency shall take precedence. The Agency will, however, notify the School Board of the conflict and of the action taken.
- B. **Work Hours:** The SROs shall report to work every day of the school year (182 days) and shall report at least ten (10) minutes prior to the scheduled arrival time for students and, on professional development days, prior to the scheduled arrival time for employees. SROs shall remain on campus until 15 minutes after last bell. Any departure from this schedule must be approved by the Agency Chief, or his/her designees, who shall act as the SRO Program Manager (herein sometimes referred to as "SRO Program Manager"). In the event an SRO will not be able to report at the proper time or remain until 15 minutes after the last bell, the SRO shall immediately notify the school Principal.
- C. **Uniform:** The SROs shall be required to wear their Class A uniforms at all school activities that they attend in a job-related capacity. Exceptions may be approved only by the Agency Chief.
- D. **Equipment:** SROs are required to have a marked police vehicle, service weapon, and body camera with sufficient recording capability for 30 days of storage. Body camera footage of activities on school campuses or during school activities off campus shall be made available to the Superintendent or his/her designee promptly upon receipt of request made by the Superintendent to the Agency Chief or his/her designee. Each SRO is further responsible for maintaining and having available any other equipment assigned in connection with the performance of his/her duties. LPSS will provide a workspace adequate for the SRO to complete interviews and paperwork and may provide hand-held metal detectors where available in connection with performing his/her duties.
- E. **Lunch:** The SROs shall be given thirty (30) minutes each day for lunch. The lunch break shall be scheduled by the SROs and the school Principal. This lunch period shall be taken on campus.
- F. **Violations:** The SROs shall not be responsible for enforcement of School Board policies but shall report any violations of School Board policy to the school Principal or his/her designee.
- G. **Parent Conferences:** The SROs may attend parent conferences with the consent

of the parent and upon request of the school administration. However, the SROs do not assume the role of the school caseworker or counselor. The SROs may make recommendations regarding intervention and preventative strategies and community resources which might be available to the student.

- H. Criminal Violations: Criminal violations shall be handled as prescribed by the Louisiana Criminal Code, Louisiana Children's Code, Louisiana Code of Criminal Procedure and any other applicable laws. No School Board official has the authority to mandate that an SRO allow a criminal violation of any type to be handled administratively. The SRO and Principal will communicate as to the legal intervention and administrative discipline for each criminal violation, taking into account the best interest of the student(s) and the safety and security of the school in general.
- I. Non-Criminal Violations of LPSS Rules or Regulations: Non-criminal discipline matters will be addressed and handled by the administration of the assigned school and/or the School Board. In any non-criminal discipline matters, an SRO is not authorized to and shall not administer discipline to any student.
- J. Due Process Hearings: SROs may attend due process hearings in cases that involve violations of state statutes for the purpose of providing information or testimony, as long as it does not compromise an ongoing criminal investigation. A decision that it would compromise an ongoing criminal investigation can only be made by the Agency Chief or SRO Program Manager after consultation with the School Board.
- K. Security: The primary duty of SROs is maintaining school security. When it pertains to preventing a disruption or other incident that would, if ignored, place students, faculty and staff, and guests at risk of harm, SROs shall attempt to resolve the problem to preserve the school climate. SROs shall advise the school Principals regarding the security needs of assigned schools and ways to potentially improve such security. Toward that end, SROs shall have the right to examine school security camera footage and can request copies of same from the School Board's Risk Manager.
- L. Investigation: Each SRO will conduct an initial investigation and, where practicable, shall complete an initial report regarding any and all incidents at his/her assigned school involving students, school employees (including but not limited to faculty), third-party contractors, and/or any other persons on the school premises at the time of the reported incident and shall forward the initial report to the law enforcement agency that has primary jurisdiction where the offense/incident occurred.

If further investigation of such an incident is necessary, it shall be conducted by the law enforcement agency that has primary jurisdiction where the

offense/incident occurred, unless the Agency requests further investigation be conducted by detectives allocated by the Sheriff to the SRO Program.

If an incident reported to the SRO is alleged to have occurred at a location away from his/her assigned school, the SRO shall take reasonable steps to assure that the appropriate law enforcement agency with primary jurisdiction over that location is notified.

- M. Interaction: The SROs shall interact with students to promote and reinforce the development of basic life skills, social behavior, appropriate activity, personal control and responsibilities for one's actions.
- N. Patrols: The SROs shall perform preventative patrols of various areas of the school campus. SROs shall maintain a deterring physical presence by parking their marked vehicle in front of the school entrance, patrolling the campus during school hours, maintaining a presence in areas of large student concentration, checking classrooms for closed and locked doors, and avoiding extended time in school offices.
- O. Traffic: The SROs shall not assist with directing surrounding traffic (including car rider duty, traffic duty for buses and cars, etc.) before and after school hours unless they are asked by the Principal, after providing notice to the Superintendent or his/her designee, to assist with an accident or other traffic emergency on campus.
- P. Metal Detector Searches: The staffing and administration of metal detectors at each School Board location shall be the responsibility of the School Board. The SROs may assist in metal detector searches of students where metal detectors are utilized by the assigned school.
- Q. Outsider's Presence: The SROs shall address security and/or safety issues observed by the SRO and/or expressed to the SRO by school officials and/or employees regarding the presence of any outsider or unidentified person on the premises of the SRO's assigned school.
- R. Coordination Between Agencies: The SROs will reasonably assist in promoting cooperation and coordination of law enforcement activity and security among law enforcement personnel, school system personnel, and residents of the surrounding neighborhoods. In the event of a crisis on a school campus, the law enforcement agency first on the scene shall take the lead unless and until there is an agreement between law enforcement agencies to the contrary.
- S. Other Related Duties: The SROs shall perform other related duties as directed by the Agency Chief.

## **ASSIGNMENT OF SROs**

The Agency will assign qualified, POST-Certified officers as School Resource Officers to the School Board as set forth in Attachment A. The Agency shall identify the SROs recommended for SRO positions to the School Board. The School Board and/or the SRO Program Manager may reject a recommendation or request an SRO officer be removed from SRO duty for good cause shown.

SROs must obtain annual training from the Lafayette Parish Sheriff's Office (SRO Program Manager) to be qualified as SROs and must receive active shooter training in coordination with the Sheriff's office using the Advanced Law Enforcement Rapid Response Training (ALERRT) Program. This training is required of all SRO positions contemplated by the LPSS School Resource Officer Program.

## **SRO ABSENCES AND LEAVES**

1. In the event that an SRO originally assigned and scheduled is absent from his/her assigned school, another SRO shall be immediately assigned so that no school is left without an SRO. SRO absences shall be reasonably coordinated, in advance, so that adequate back up coverage can be provided by officers of the same agency. In the event the regularly assigned SRO will be absent, and a replacement SRO will be provided, the school principal and assistant-superintendent shall be so informed prior to the start of the school day.
2. SRO presence on campus at all times is paramount. At no time should any campus be without the assigned number of SROs, as denoted in Attachment A. Failure to take reasonable steps to adequately staff SRO positions to avoid any gaps in SRO coverage may be considered a breach of this Agreement. In the event of an extreme public emergency, the Agency Chief may, after providing notice to the Superintendent or his/her designee, direct the SRO to leave his/her assigned campus to assist in such emergency.
3. In the event an SRO, who is assigned to a specific school, is transferred, removed by the law enforcement agency, or leaves employment with the law enforcement agency during the course of a school year, the Agency Chief shall notify the Superintendent or his/her designee of that fact and shall provide the name of the SRO replacement before he/she reports to the first day of his/her assigned school.

## **TRANSPORTATION OF STUDENTS OF THE LAFAYETTE PARISH SCHOOL SYSTEM**

If transportation of juveniles to or from juveniles' residences, jails, or detention center is required while an SRO is on duty at his/her assigned school, the SRO will coordinate the transportation through his/her SRO Supervisor. The transport may be

provided by the law enforcement agency with jurisdiction over the location, an SRO Floater or SRO Floater Supervisor. The SRO shall remain on campus at all times.

### **SRO ASSIGNMENTS TO LAFAYETTE PARISH SCHOOL SYSTEM EXTRACURRICULAR ACTIVITIES**

1. Extracurricular activities/special events at a particular school that require the presence and/or services of five (5) or less law enforcement officers may be staffed by the Agency as appropriate to meet security requirements. For extracurricular activities/special events requiring more than five (5) law enforcement officers, the Agency shall develop an event security operations and staffing plan to be reviewed by the Agency Chief.
2. Costs for services provided pursuant to this Agreement in connection with each extracurricular activity/special event shall be pre-determined and must be approved in advance by the Agency Chief. Costs shall be calculated based on the hourly rate outlined in Attachment A hereto, with a two-hour minimum, and shall be paid through school level activity funds.
3. Cash payment of SRO officers is strictly prohibited. Cash payment of services creates an ambiguous situation of the employment status of the officer with regards to workers' compensation and other liability insurance coverage. All payment of SROs for on or off duty activities must be made through the Agency or School Board Payroll or through school activity funds.
4. No SRO shall travel with any football, basketball or other athletic team for out-of-town games or other events, unless the Principal of the team's school presents the Superintendent with a written request that an SRO travel with the team for a specific event and such request is approved.

### **SUPERVISION AND EVALUATION**

It is understood and agreed that SROs assigned pursuant to this Agreement will be, and at all times shall remain, employees of the Agency and each SRO will receive his/her instructions and commands in accordance with the Organizational and Command structure for the LPSS SRO program. Each SRO will maintain a cooperative relationship with the Principal at his/her assigned school, but instructions and commands pertaining to SRO duties and responsibilities shall be provided by his/her SRO Supervisor or, the Chief of Police for the Agency the SRO Program Manager, the Sheriff and/or his designee.

Any concerns or issues relating to an SRO, including but not limited to performance issues, non-conformance with or violation of policies and procedures, complaints (by students, faculty,



administrators or others), and/or disciplinary issues, shall be addressed by the Chief of Police for the Agency or his/her designee.

The effectiveness of each SRO will be evaluated at the end of each school year by the Chief of Police for the Agency. The SRO Program Manager, the Sheriff or his designee, and the Principal of the school to which the SRO has been assigned shall provide input for the evaluation. This may include a recommendation to the Agency that the officer not be assigned to that school the following year. The Agency will seriously consider the evaluation and the input of the Superintendent of the Lafayette Parish School System and/or Principal when assigning an officer to a school campus and will make a good faith effort to address any concerns raised. Ultimately, however, the final approval of which peace officer will be assigned as an SRO to each school subject to this Agreement is within the sole discretion of the Chief of Police for the Agency or his/her designee.

#### **INDEMNIFICATION**

Throughout the term of this Agreement, each SRO assigned pursuant to this Agreement shall remain an employee of the Agency. The Agency and the School Board agree to indemnify, defend and hold each other harmless from and against any and all losses, damages, judgments, expenses or other liabilities whatsoever, including, but not limited to judgment value, interest, attorney's fees, court costs and related costs of defense arising out of or in any way connected with claims for personal injury, death, property damage, or contractual liability, that may be asserted against the Agency or the School Board respectively, by any party or parties, which arise or allegedly arise out of the fault or negligence of their own employees, agents, or representatives. In other words, it is the specific intention of the Agency and the School Board to insulate each other from any and all liability which arises out of conduct of their own employees, agents and representatives so that the Agency will be protected from liability or damages caused or allegedly caused by the School Board's employees, agents or representatives and the School Board will likewise be protected from liability or damages, caused or allegedly caused by the Agency's employees, agents or representatives. It is further understood that the Agency and the School Board agree to indemnify and hold each other harmless from or against any and all liability for injury, damage or loss occasioned to or sustained by any person or persons arising from or related to this Agreement which results from the fault or negligence of the indemnifying party, their employees or agents.

#### **WORKERS' COMPENSATION AND UNEMPLOYMENT COMPENSATION**

For the duration of the Agreement, all SROs directly employed by the Agency will remain employees of the Agency. No employee of the Agency shall be considered an employee, shared employee, or agent of the School Board for any purpose of liability, compensation, wages, benefits, or coverage as provided by the workers' compensation laws of the State of Louisiana, same being hereby expressly waived and excluded by all parties thereto, nor for any wages, benefits or compensation which may be due under the unemployment compensation laws of the State of Louisiana.

## **CONFIDENTIALITY**

This contract is entered into by the Agency and the School Board in accordance with the provisions of Louisiana Revised Statutes 17:3913, *et seq.*, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1231(g), *et seq.*, ("FERPA") and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, *et seq.*, ("IDEA"). The Agency hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to La. R.S. 17:3913, *et seq.*, FERPA and IDEA. The Agency agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. The Agency agrees to return all documents deemed confidential pursuant to La. R.S. 17:3913, *et seq.*, FERPA and/or IDEA to the School Board upon the termination or expiration of this contract.

## **REPORTS AND RECORDS**

The SROs will generate records, briefings and reports and submit same to the Agency Chief who shall forward copies of the same to the Sheriff's SRO Program Manager. All reports and records generated by SROs will remain confidential and in the possession of the secured juvenile records sections(s) of the Agency with jurisdiction or the Sheriff.

## **SCHOOL BOARD'S RESPONSIBILITY FOR COSTS**

The School Board shall reimburse the Agency for costs associated with the provision of SROs in accordance with Attachment A.

## **NON-APPROPRIATION OF FUNDS**

Notwithstanding anything to the contrary in this Agreement, the continuation of the Agreement into a new fiscal year shall be contingent upon the appropriation of funds to fulfill the requirements of this Agreement. If either entity, after diligent and good faith effort, fails to appropriate sufficient monies to fulfill the requirements of the Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

## **ASSIGNABILITY**

The parties herein shall not assign any interest in this Agreement and shall not transfer any interests without the prior written consent of all parties to this Agreement.

## **COMPLIANCE WITH LAWS**

The Agency and the School Board and their employees shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this Agreement.

## LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

## CAPTIONS

The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.

## AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of the Agency and the School Board.

## TERM OF AGREEMENT

This Agreement shall be effective for an initial five (5) year term, commencing on July 1, 2023. However, the Agency or the School Board may terminate this Agreement with or without cause upon ninety (90) days written notice to the then presiding President of the Lafayette Parish School Board or to the Agency.

## NOTICES

Except as otherwise required by law, any notice, consent, request, approval and other communication provided for under the terms of this Agreement shall be in writing and shall be deemed validly made or given: (i) on the date on which it is delivered personally with receipt acknowledged; (ii) five business days after it shall have been sent by registered or certified mail; (iii) one business day after it is sent by overnight courier (charges prepaid); or (iv) on the same business day when sent before 3:00 p.m., and on the next business day when sent after 3:00 p.m., by electronic mail with receipt acknowledged by return electronic mail from the recipient of the notice:

**If to the Agency, addressed to:**  
Mayor-President Joshua S. Guillory  
Lafayette City-Parish Government  
PO Box 4017-C  
Lafayette, LA. 70502

Attention: Mayor-President Joshua S. Guillory  
Email: [mayorpresidentsoffice@lafayettela.gov](mailto:mayorpresidentsoffice@lafayettela.gov)

**If to the School Board addressed to:**  
Lafayette Parish School Board  
202 Rue Iberville  
Lafayette, Louisiana 70508

Attention: Superintendent Irma Trosclair  
Email: [idtrosclair@lpssonline.com](mailto:idtrosclair@lpssonline.com)

**COUNTERPARTS**

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**SURVIVAL OF CERTAIN TERMS AND CONSIDERATION**

After any cancellation, the terms and provisions regarding indemnification and confidentiality shall survive. The consideration for this Agreement is the mutual benefit of the residents of Lafayette Parish and the enhancement of the safety of the students attending the subject schools.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Cooperative Endeavor Agreement as of the day and year first written above.

**THUS DONE AND SIGNED**, at Lafayette Parish, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

**LAFAYETTE CITY-PARISH CONSOLIDATED  
GOVERNMENT**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Joshua S. Guillory,  
In His Official Capacity as Mayor-President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

THUS DONE AND SIGNED, at Lafayette Parish, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESSES:

LAFAYETTE PARISH SCHOOL BOARD

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Tommy Angelle  
President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Irma Trosclair  
Superintendent

\_\_\_\_\_  
NOTARY PUBLIC

## ATTACHMENT A

### SCHOOL BOARD'S RESPONSIBILITY FOR COSTS

This Attachment A to the Cooperative Endeavor Agreement is made and entered into on the dates indicated hereinbelow and is effective as of the 1st day of July, 2023, by and between the Lafayette City-Parish Consolidated Government (the "Agency") and the Lafayette Parish School Board ("School Board"), each represented herein by the undersigned, duly authorized to act herein, who declare as follows:

#### A. Compensation

##### 1. SRO Services

For each SRO requested by the School Board and assigned by the Agency, the School Board shall pay to the Agency a portion of the salary of that officer in the total amount of \$47,337.47 annually, or a prorated hourly reimbursement rate of \$45/hour, for services rendered by the SROs under the terms of the Cooperative Endeavor Agreement, beginning July 1, 2023. For each first line SRO Supervisor authorized and assigned to the SRO Program by the Agency, the School Board shall pay to the Agency \$52,857.87 annually, or a prorated hourly reimbursement rate of \$49/hour, for services rendered by the SRO Supervisor on and after July 1, 2023. In the event that an SRO or SRO Supervisor should work less than an entire school year, then the annual amounts listed above shall be proportionately reduced. Beginning with the 2023-2024 school year and all future school years, the annual contribution by the School Board toward the salary of each SRO and SRO Supervisor shall be increased by a fixed rate of 2%.

##### a. Assignment

The following is a list of full time SRO assignments that are subject to the Cooperative Endeavor Agreement between the Agency and Lafayette Parish School Board made effective as of July 1, 2023.

<u>School</u>	<u># of SROs</u>	<u>School</u>	<u># of SROs</u>
Acadian Middle	1	Early College Academy	1
Comeaux High	2	Alice Boucher Elem	1
DTSMA	1	Career Center	1
Edgar Martin Middle	1	JW Faulk Elem	1
Lafayette High	2	JW James Elem	1
Lafayette Middle	1	Live Oak Elem	1
Northside High	2	Myrtle Place Elem	1
NP Moss	1	Sergeant	2
Paul Breaux Middle	1		

In addition to the schools listed above, the SRO Program Manager may assign additional schools as required and approved by the School Board. The reimbursement rate for additional schools shall be at the rate structure described in Section A (1) above.

**B. Benefits**

Although the School Board, as indicated above, shall reimburse the Agency for a portion of the salaries of the Agency's employees assigned by the Agency as SROs, the School Board shall not be responsible for any other benefits or expenses concerning the said SROs, unless otherwise provided herein. The Parties hereto recognize that the said SROs are the employees of the Agency, and the Agency shall be solely responsible for all other benefits to which those SROs may be entitled. The Agency shall also be responsible for the cost of purchasing and maintaining the vehicles provided to the SROs employed by and assigned by the Agency and shall be responsible for payment of the cost of uniforms, weapons, body cameras, camera data storage and any other instruments used by those SROs in the performance of their official duties.

**C. Payment**

The School Board shall pay the Agency the above compensation in ten (10) equal monthly installments, payable on the first day of each month, beginning on August 1, 2023 for the 2023-24 school year, and beginning on the first day of August of each year thereafter.

**D. Training**

The SROs shall be required to attend advanced SRO training annually to update themselves on the latest information available. The Agency shall conduct this training as a part of the SRO Program Management for all SROs in the Parish.

**E. Overtime**

The Parties agree that the School Board shall be responsible for and shall pay Forty-Five dollars (\$45.00) per hour for each hour of overtime service rendered by the SROs under the terms of this Agreement. In the event overtime will be required to perform services at the request of the School Board, the Agency, where practicable, will notify the School Board in advance of the performance of such services about such overtime compensation.

The Agency will send invoices to the School Board for payment of overtime charges, and the School Board shall pay such invoices promptly within forty-five (45) days of their receipt.

**F. Reductions for Failure to Provide SROs**

In the event that the Agency does not provide an SRO on any day covered by this Agreement, the School Board may deduct from the next monthly payment to that agency an amount equal to the School Board's portion of the salary of such SRO.

**G. Exclusion from Payment**

The School Board shall not be responsible for the payment of those hours or other costs associated with any service not specifically mentioned in this agreement to include transportation of juveniles, investigative services, incarceration expenses, defense or prosecution expenses, D.A.R.E. program, or any other regular police duty.

**H. Revisions**

This Attachment A may be revised over the period of the Cooperative Endeavor Agreement. New revisions shall be executed below, and doing so makes previous versions obsolete. having been replaced by the new revision.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Cooperative Endeavor Agreement Attachment A as of the day and year signed below.

[Signatures on Following Page(s)]



THUS DONE AND SIGNED, at Lafayette Parish, Louisiana, on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESSES:

LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Joshua S. Guillory  
In His Official Capacity as Mayor-President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

WITNESSES:

LAFAYETTE PARISH SCHOOL BOARD

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Tommy Angelle,  
President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



RECEIVED

JUL 10 2023

Lafayette Consolidated Government  
Chief Administrative Officer

## Internal Memorandum

Legal Department (1400)

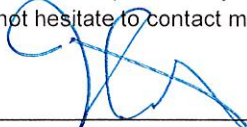
**TO:** Cydra Wingerter **DATE:** July 7, 2023  
**THRU:** Gregory J. Logan, City-Parish Attorney *ngj*  
**FROM:** Mark Stipe, Assistant City Parish Attorney  
**SUBJECT:** Ordinance Authorizing the Mayor-President to execute a Cooperative Endeavor Agreement between Lafayette City-Parish Consolidated Government and Lafayette Parish School Board

I attach the following, and request placement of same on the agenda for introduction at the July 25, 2023 Council Meeting:

- (a) An Ordinance of the Lafayette City Council Authorizing the Mayor-President to execute a Cooperative Endeavor Agreement between Lafayette City-Parish Consolidated Government ("LCG") and Lafayette Parish School Board;
- (b) A Cooperative Endeavor Agreement between LCG and Lafayette Parish School Board (the "CEA"); and
- (c) Agenda Item Submittal Form.

The CEA sets forth the intention of LCG to enhance the security of students, teachers, employees, and guests of schools and other facilities operated by the School Board by providing qualified, POST-Certified officers as School Resource Officers for such facilities.

If I need to provide any additional information or assist further with this matter, please do not hesitate to contact me.

  
\_\_\_\_\_  
**Mark E. Stipe**  
Assistant City-Parish Attorney

Attachments

t: 337.406.9685 / glogan@lafayettela.gov

LAFAYETTE JOINT COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** An Ordinance of the Lafayette City Council Authorizing the Mayor-President to Execute a Cooperative Endeavor Agreement with Lafayette Parish School Board

2) **ACTION REQUESTED:** Adoption of an Ordinance

3) **COUNCIL DISTRICT(S) (if applicable):** N/A

4) **REQUESTED ACTION OF COUNCIL:**

A) **INTRODUCTION:** July 25, 2023

B) **FINAL ADOPTION:** August 8, 2023

5) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**

A) Memo (1 page)

B) Ordinance (2 pages)

C) Exhibit A - Cooperative Endeavor Agreement ( 15 pages)

6) **FISCAL IMPACT:**

       Fiscal Impact

  X   No Fiscal Impact

**RECOMMENDED BY:**

  
\_\_\_\_\_  
GREGORY J. LOGAN  
CITY-PARISH ATTORNEY

**APPROVED FOR AGENDA:**

  
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CYDRA WINGERTER  
CHIEF ADMINISTRATIVE OFFICER