

CITY ORDINANCE NO. CO-076-2026

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE CITY MARSHAL TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE NATIONAL HERITAGE ACADEMIES, INC. O/B/O WILLOW CHARTER ACADEMY FOR ONE (1) SCHOOL RESOURCE OFFICER TO BE PROVIDED ON THE CAMPUS OF WILLOW CHARTER ACADEMY IN ADDITION, THIS AGREEMENT WILL AMEND THE FY 25/26 OPERATING BUDGET AND ADJUST THE MANNING TABLES OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY ADDING ONE (1) NEW DEPUTY CITY MARSHAL II POSITION AND BY INCREASING REVENUES IN THE AMOUNT OF \$7,592 WITHIN THE LAFAYETTE CITY MARSHAL'S OFFICE

BE IT ORDAINED by the Lafayette City Council, that:

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 LCMO and WCA to enter into this Agreement which is and shall constitute a 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 LCMO and WCA to enhance the security of students, teachers and employees of the Willow Charter Academy by providing qualified, POST-Certified Deputy Marshals as School Resource Officers ("SROs") for such schools; and

WHEREAS, WCA has agreed to assist the Marshal with the cost of such services and training of the SROs in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the LCMO and WCA understand that it is advantageous to the parents and administration, to enhance and improve the safety of the Willow Charter Academy located at 1818 NE Evangeline Thruway, Lafayette, Louisiana 70501.

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 following is summarized information concerning this Cooperative Endeavor Agreement:

Participants:

Lafayette City Marshal's Office and the National Heritage Academies, Inc. o/b/o Willow Charter Academy.

Purpose:

The purpose of this Cooperative Endeavor Agreement is for the LCMO, to provide one (1) SRO to be assigned to the campus of Willow Charter Academy in order to provide additional security measures to help curtail anti-social behavior and/or inappropriate activity, which Agreement is attached hereto as Exhibit "A".

Funds and/or Services provided by the Lafayette City Marshal:

Lafayette City Marshal shall provide one (1) Deputy Marshal who is trained and qualified to work as an SRO to be assigned to the campus of Willow Charter Academy during the school year 2026-2027 beginning on August 1st and ending on May 31st.

The SRO assigned to Willow Charter Academy shall continue to be paid compensation by the Lafayette City-Parish Consolidated Government, which shall be reimbursed by the LCMO, with the understanding that WCA shall reimburse the LCMO 100%. As such, Lafayette City-Parish Consolidated Government shall be responsible for any other benefits to which the SRO may be entitled but for those set forth in the Cooperative Endeavor Agreement between the parties.

The services provided by Lafayette City Marshal are set forth in detail in the Cooperative Endeavor Agreement, attached hereto and made a part hereof, as Exhibit "A."

Funds and/or Services Provided by the National Heritage Academies, INC. o/b/o Willow Charter Academy:

WCA shall reimburse the LCMO 1) the amount of \$65,940.37 for compensation and benefits for one (1) SRO to be prorated in ten (10) monthly installments of \$6,594.04 payable on the first of each month beginning on August 1, 2026 through May 31, 2027; The first payment shall be made on August 1, 2026 when classes officially begin and 2) any off duty compensation will be billed separately by the LCMO in addition to the regular compensation for the SRO. The SRO shall attend a basic SRO training course and advanced SRO training, which is held annually in July, to update himself/herself on the latest information available with the understanding that WCA shall reimburse 100% of the total costs associated with the training, including tuition, travel, lodging and meals, upon completion of the SRO training. WCA shall pay such invoice within 30 days of billing.

The services provided by WCA are set forth in detail in the Cooperative Endeavor Agreement, attached hereto and made a part hereof as Exhibit "A."

Jurisdiction Issues: None.

Benefits to the Lafayette City-Parish Consolidated Government:

Lafayette City-Parish Consolidated Government shall benefit by the assignment of one (1) additional SRO which will assist WCA wherein the physical presence of Deputy Marshals on the campus of Willow Charter Academy, as set forth herein, shall help to deter anti-social behavior and/or inappropriate behavior by students who attend which shall help to provide a safe environment for the teachers and students. Should this Cooperative Endeavor Agreement between the parties cease the Lafayette City-Parish Consolidated Government, shall benefit by the assignment of one (1) Deputy Marshal to provide security and serve processes for the city court, assist SROs on other campuses, and protect and serve the citizens of the City of Lafayette.

Timeframe:

This Agreement shall be effective on August 1, 2026 and shall automatically renew August 1st for an additional period of one (1) year. However, the LCMO or WCA may terminate this Agreement with or without cause upon ninety days written notice to the Board President of WCA or to the Lafayette City Marshal. This agreement may be extended and/or amended by mutual agreement of the parties annually, with the intent to renew expressly stated in writing no later than sixty days prior to the termination of each term.

SECTION 3: The Lafayette City Marshal is hereby authorized and directed to enter into the Cooperative Endeavor Agreement with the National Heritage Academies, INC. o/b/o Willow Charter Academy described herein, substantially in the form attached hereto as Exhibit "A".

SECTION 4: The Lafayette City Council further hereby authorizes the Lafayette City Marshal, or his designee, to execute any and all documents and/or agreements that may be necessary and to take any other actions that may be necessary in order for an SRO to be assigned to the campus of Willow Charter Academy in accordance with the terms and conditions of the Cooperative Endeavor Agreement attached hereto as Exhibit "A."

SECTION 5: The FY 25/26 operating budget of the Lafayette City-Parish Consolidated Government is hereby amended by adjusting the manning tables to add one (1) Deputy City Marshal II and by increasing revenues in the amount of \$7,592.

SECTION 6: This increase in revenues and increase in use of Prior Year Fund Balance shall be as reflected in any pertinent documents which are attached hereto and made a part hereof and filed in the Office of the Clerk of the Council.

SECTION 7: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 8: This ordinance shall become effective upon 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 an override of a veto, whichever occurs first.

* * * * *

CONFIDENTIALITY

This contract is entered into by the LCM and the Heritage 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 LCM 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 LCM 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 LCM agrees to return all documents deemed confidential pursuant to La. R.S. 17:3913, *et seq.*, FERPA and/or IDEA to the OPSB upon the termination or expiration of this contract.

REPORTS AND RECORDS

The SROs will generate records, briefings and reports and submit same to the Lafayette City Marshal. All reports and records generated by the SRO will remain confidential and in the possession of the secured juvenile records section(s) of the City Court.

THE HERITAGE'S RESPONSIBILITY FOR COSTS

The Heritage shall reimburse the LCM for one hundred percent (100%) of the total costs associated with the provision of SRO in accordance with this agreement as follows:

- A. Compensation: The annual cost for the services delivered by the SRO in accordance with this agreement shall be \$65,940.37 per SRO annually to be paid by the Heritage, its successors, assigns or parent corporation. It is the intent of the parties that the LCM will provide one (1) SRO for the Heritage year commencing on August 1st and ending on May 31st of each year. The SRO will be present at the Willow Charter Academy campuses every day on which classes are in session. Accordingly, the \$65,940.37 fee shall be paid in ten (10) installments of \$6,594.04 payable to the LCM on the first of each month, at the beginning of each school year. If the Heritage requests the SRO be assigned to Summer School or Camp commencing on June 1st and ending on July 31st of each year the Heritage agrees to the \$13,188.08 fee shall be paid in two (2) installments of \$6594.04 payable to the LCM on the first day of each month the Heritage also agrees, each school year and all future school years, the annual salary of the SRO shall be increased by a fixed rate of 2% or the approved percentage rate by the Lafayette City Council commencing on August 1st of each school year.
- B. Benefits: It is agreed that one (1) SRO shall be assigned to and utilized on the campus of Heritage during the Heritage year, and the Heritage shall not be responsible for any other benefits concerning the SRO, unless otherwise provided herein. The parties hereto recognize that the SRO is the employee of the LCM, and LCM shall be responsible for all other benefits to which the SRO may be entitled. The LCM shall also be responsible for the cost of purchasing and maintaining the vehicles provided to the SRO employed by and assigned by

the LCM and shall be responsible for payment of the cost of uniforms, weapons, body cameras, camera data storage and other instruments used by the SRO in the performance of his/her duty.

- C. Payment: The Heritage shall pay the LCM the compensation specified in Subsection A in ten (10) equal monthly installments, payable on the first day of each month, beginning on the first day of August and of each school year thereafter. The Lafayette City Marshal's Office will send invoices to the Heritage for payment of services, annual training and any off-duty security for extracurricular activities the Heritage shall pay such invoices within thirty (20) days of billing.
- D. Training: The SRO shall attend Basic/Advanced SRO training, which is held annually in July, to update himself/herself on the latest information available. The total costs associated with the training, including tuition, travel, lodging and meals, upon completion of the SRO training for one (1) SRO.
- E. Off-Duty Security for Extracurricular Activity: The Parties agree that the Heritage shall be responsible for and shall pay a rate of fifty (50) dollars per hour for each SRO and/or law enforcement officer for the ten (10) month school year for extracurricular activity/special events when requested. The traffic duty at the Heritage will ordinarily require no more than one (1) officer on location (Monday thru Friday 7:30am and 4:00pm), these positions will be provided by the SRO.

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 designated term 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 LCM and the Heritage 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 LCM and the Heritage.

TERM OF AGREEMENT

This Agreement shall become effective on August 1, 2026, and shall automatically renew on August 1st for an additional period of one (1) year. However, the LCM or the Heritage may terminate this Agreement with or without cause upon ninety (90) days written notice to the Board President of the Heritage or to the Lafayette City Marshal. This agreement may be extended and/or amended by mutual agreement of the parties annually, with the intent to renew expressly stated in writing no later than 60 days prior to the termination of each term.

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 City Marshal, addressed to:

Lafayette City Marshall Reggie Thomas
105 E. Convent Street
Lafayette, LA 70502

Attention: Sallie B. Spears
Email: sspears@LafayetteLA.gov

If to the Heritage, addressed to:

Andrea Robert, Principal
National Heritage Academies, Inc.
1818 NE Evangeline Thruway
Lafayette, LA 70501

Attention: Brian Gard
Email: bguard@nhaschools.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 parties to this agreement and the enhancement of the safety of the students attending the Heritage.

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

[SIGNATURE PAGE FOLLOWS]

THUS DONE AND SIGNED, at Lafayette Parish, Louisiana, on this, the 6th day of

Aug, 2026.

WITNESSES:

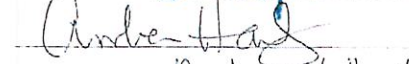
LAFAYETTE CITY MARSHAL



By: 

Printed Name: Jolie Spears

Reginald Thomas
In His Capacity as City Marshal



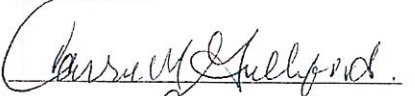
Printed Name: Amber V. Hasty

 # 196121
NOTARY PUBLIC

THUS DONE AND SIGNED, at Lafayette Parish, Louisiana, on this, the 10th day of
August, 2026. Grand Rapids, Michigan

WITNESSES:

NATIONAL HERITAGE ACADEMIES,
INC.



By: 

Printed Name: Carrie M. Gulliford

Jason Pater
CARRIE M GULLIFORD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires 07-23-2032
Acting in the County of Kent

Printed Name: _____

NOTARY PUBLIC

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
LAFAYETTE CITY MARSHAL
AND
NATIONAL HERITAGE ACADEMIES**

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 August 2026 by and between;

THE LAFAYETTE CITY MARSHAL, an elected official whose duties place him within the structure of the city court, represented herein by its Marshal Reginald Thomas (hereinafter referred to as the "LCM")

and

NATIONAL HERITAGE ACADEMIES, INC a Louisiana non-profit corporation and charter authorizer for the Willow Charter Academy, (hereinafter referred to as the "Heritage");

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 LCM and the Heritage to enter into this Agreement which is and shall constitute an 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 LCM and the Heritage to enhance the security of students, teachers and employees of the Willow Charter Academy by providing qualified, POST-Certified Deputy Marshals as School Resource Officers ("SROs") for such schools; and

WHEREAS, the Heritage has agreed to assist the Marshal with the cost of such services and training of the SROs in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the LCM and the Heritage understand that it is advantageous to the parents and administration, to enhance and improve the safety of the Willow Charter Academy located at 1818 NE Evangeline Thruway, Lafayette, Louisiana 70501.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the LCM and the Heritage agree as follows, to-wit:

PURPOSE

The primary purpose of this Agreement is to enhance the security of students, teachers and employees of the Willow Charter Academy located at 1818 NE Evangeline Thruway, Lafayette, Louisiana 70501.

The LCM will provide one (1) commissioned, POST-Certified, Deputy Marshal who meet the qualifications of La. R.S. 17:416.19 to enhance the security at Willow Charter Academy. 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 Heritage. The Heritage shall supply the SROs with a copy of its rules and regulations.

B. *Work Hours:* The SROs shall report to work at least fifteen (15) minutes prior to their scheduled work hours (Monday thru Friday 7:30am to 4:00pm). Any departure from this schedule must be approved by the Lafayette City Marshal or his designee, who shall act as the SRO Supervisor (herein referred to as "SRO Supervisor"). The school Principal shall be notified accordingly by the SRO Supervisor.

C. *Uniform:* The SRO shall be required to wear their Class A uniforms at all school activities that he/she attends in a job-related capacity. Exceptions may be approved by the Lafayette City Marshal, or SRO Supervisor.

Equipment: SRO is required to have a marked police vehicle, service weapon, and body camera with sufficient recording capability for 30 days of storage. Each SRO is further responsible for maintaining and having available any other equipment assigned in connection with the performance of his/her duties. The Heritage 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.

D. *Lunch:* The SRO shall be given thirty (30) minutes each day for lunch. The lunch break shall be scheduled by the SRO and the school Principal. This lunch period shall be taken on campus.

E. *Violations:* The SRO shall not be responsible for enforcement of the Heritage's policies but shall report any violations the Heritage's policy to the school Principal or his/her designee.

F. *Parent Conferences:* The SRO may attend parent conferences with the consent of the parent and upon request of Willow Charter Academy's administration. However, the SRO does not assume the role of the school caseworker or counselor. The SRO may make recommendations regarding intervention and preventative strategies and community resources which might be available to the child.

G. *Criminal Violations:* Criminal violations shall be handled as prescribed by the Louisiana Criminal Code, Louisiana Code of Criminal Procedure and any other applicable laws. No Heritage 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 of the school in general.

H. *Non-Criminal Violations of Heritage Rules or Regulations:* Non-criminal discipline matters will be addressed and handled by the administration of the school. In any non-criminal discipline matters, an SRO is not authorized to and shall not administer discipline to any student.

I. *Due Process Hearings:* SRO 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.

J. *Security:* The primary duty of SRO is maintaining school security. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO shall attempt to resolve the problem to preserve the school climate. The SRO shall advise the school Principal(s) regarding the security needs of assigned schools and ways to potentially improve such security.

K. *Investigation:* The SRO will conduct an initial investigation and where practicable, shall complete an initial report regarding any and all incidents at the 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, unless the LCM requests further investigation be conducted by detectives allocated by any law enforcement agency.

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

L. *Interaction*: The SRO 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.

M. *Patrols*: The SRO shall perform preventative patrols of various areas of the school campuses. The SRO 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, and avoiding extended time in school offices.

N. *Traffic*: The SRO may assist with directing surrounding traffic as needed before and after school hours.

O. *Metal Detector Searches*: The SRO shall assist in metal detector searches of students where metal detectors are utilized by the assigned school.

P. *Outsider's Presence*: The SRO 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 school.

Q. *Coordination Between Agencies*: The SRO 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.

R. *Other Related Duties*: The SRO shall perform other related duties as directed by the LCM and the SRO Supervisor.

ASSIGNMENT OF SROs

The LCM will assign qualified, POST-Certified Deputy Marshals as School Resource Officers to the Willow Charter Academy as set forth herein. The LCM shall identify the SRO recommended for SRO position to the Heritage. The Heritage and/or the SRO Supervisor may reject a recommendation or request an SRO officer be removed from SRO duty for good cause shown. The SRO must obtain annual training from the SRO Supervisor to be qualified as an SRO.

SRO ABSENCES AND LEAVES

In the event that an SRO originally assigned and scheduled is absent from his/her assigned school, another SRO shall be provided as soon as practicable. SRO absences shall be reasonably coordinated in advance with adequate back up officers to account for any planned or unplanned absence. This shall not apply to where an SRO temporarily leaves the campus of his/her assigned school to respond to and/or assist other law enforcement officers.

SRO presence on campus at all times is paramount. Failure to take reasonable steps to adequately staff the SRO position and to avoid any gaps in SRO coverage may be considered a breach of this Agreement.

TRANSPORTATION OF STUDENTS

If transportation of juveniles to or from juveniles' residences, jails, juvenile assessment center, or detention center is required while an SRO is on duty at the school, the SRO will coordinate the transportation through his/her SRO Supervisor. The transport may be provided by the SRO, the law enforcement agency with jurisdiction over the location. Where the SRO provides the transport, he/she shall take reasonable steps to address security concerns at the assigned school during his/her temporary absence.

SRO ASSIGNMENTS TO THE SCHOOL'S EXTRACURRICULAR ACTIVITIES

Extracurricular activity/special events at a particular school that requires the presence and/or services of five (5) or less law enforcement officers may be staffed by the LCM as appropriate to meet security requirements. Extracurricular activity/special events requiring more than five (5) law enforcement officers, the LCM shall submit an event security operations and staffing plan.

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 LCM or his designee.

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 Workmen's Compensation and other liability insurance coverage. All payment of SROs for on duty activities must be paid for through the official payroll of the Heritage at a rate of fifty (50) dollars per hour for each SRO and/or law enforcement officer.

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 school obtains approval from the Lafayette City Marshal by a written request that a SRO travel with the team for a specific event.

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 LCM. The assigned SRO will maintain a cooperative relationship with the Principal at the school, but instructions and commands pertaining to SRO duties and responsibilities shall be provided by the Lafayette City Marshal and/or the SRO Supervisor.

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 Lafayette City Marshal and/or the SRO Supervisor.

The effectiveness of each SRO will be evaluated at the end of each school year by the Lafayette City Marshal. The Principal(s) of Willow Charter Academy shall provide input for the evaluation. This may include a recommendation to the LCM that the officer not be assigned to the school the following year. The LCM will seriously consider the evaluation and the input of the Principal when assigning an officer to the school campus and will make a good faith effort to address any concerns raised. Ultimately, however, the final approval of which Deputy Marshals will be assigned as SROs to the Willow Charter Academy is within the sole discretion of the Lafayette City Marshal or its designee.

INDEMNIFICATION

Throughout the term of this Agreement, each SRO assigned pursuant to this Agreement shall remain an employee of the LCM. The LCM and the Heritage 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 LCM or the Heritage 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 LCM and the Heritage to insulate each other from any and all liability which arises out of conduct of their own employees, agents and representatives so that the LCM will be protected from liability or damages caused or allegedly caused by the Heritage's school employees, agents or representatives and the Heritage will likewise be protected from liability or damages, caused or allegedly caused by the LCM's employees, agents or representatives. It is further understood that the LCM and the Heritage 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.

WORKER'S COMPENSATION AND UNEMPLOYMENT COMPENSATION

For the duration of the Agreement, all SROs directly employed by the LCM will remain employees of the LCM. No employee of the LCM shall be considered an employee, shared employee, or agent of the Heritage or Willow Charter Academy 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.

P.O. DRAWER 3344
LAFAYETTE, LOUISIANA 70502



105 E. CONVENT ST.
LAFAYETTE, LOUISIANA 70501

REGGIE THOMAS
LAFAYETTE CITY MARSHAL

Internal Memorandum

Elected Officials
Lafayette City Marshal (1131)

TO: Joseph Gordon-Wiltz, Clerk of the Council **DATE:** August 11, 2026
THRU: Rachel Godeaux, CAO
FROM: Marshal Reggie Thomas
SUBJECT: Council Agenda – Ordinance Submittal

It is hereby requested the attached budgetary revision ordinance which includes a Cooperative Endeavor Agreement with the National Heritage Academies, Inc. O/B/O Willow Charter Academy be placed on the agenda for introduction on September 1, 2026.

The ordinance authorizes the Lafayette City Marshal to enter into a Cooperative Endeavor Agreement with the National Heritage Academies, Inc. O/B/O Willow Charter Academy a School Resource Officer to be provided on the campus of Willow Charter Academy. The ordinance amends the FY25/26 Operating Budget and Manning Tables of the Lafayette City-Parish Consolidated Government by adding one (1) Deputy City Marshal Level II position and by increasing revenues in the amount of Seven Thousand Five Hundred and Ninety-Two (\$7,592.00) dollars.

The ordinance and Cooperative Endeavor Agreement has been reviewed by legal.

If approved, please sign on the pages indicated. If you have any questions, please contact me at 337-291-8725.

Reggie Thomas
Marshal
RT/ss

RECEIVED

AUG 13 2026

OFFICE OF THE CAO

RECEIVED
AUG 13 2026

WWW.LAFAYETTEMARSHAL.COM
OFFICE: (337) 291 - 8725
FAX: (337) 232 - 7181

Lafayette Consolidated Government
Finance & Management/CFO

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: An ordinance of the Lafayette City Council authorizing the Lafayette City Marshal to enter into a Cooperative Endeavor Agreement with the National Heritage Academies, Inc. o/b/o Willow Charter Academy for a School Resource Officer to be provided on the campus of Willow Charter Academy. In addition, this agreement will amend the FY25/26 operating budget and manning tables of the Lafayette City-Parish Consolidated Government by adding one (1) Deputy City Marshal Level II position and by increasing revenues in the amount of \$7,592 within the Lafayette City Marshal's Office.

2) ACTION REQUESTED: Adoption of Ordinance

3) COUNCIL DISTRICT(S) (CIP PROGRAM/PROJECTS ONLY):

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: September 1, 2026

B) FINAL ADOPTION: September 15, 2026

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

- A) Cover Memo from Director (1 page)
- B) Submittal Item Justification Form (1 page)
- C) Ordinance ⁴~~3~~ pages
- C) Budget Revision and Salary Calculation (2 pages)
- D) Cooperative Endeavor Agreement (draft) between Lafayette City Marshal & the National Heritage Academies, Inc. o/b/o Willow Charter Academy (11 pages)

6) FISCAL IMPACT:

X Fiscal Impact: (Explain)
(Increasing revenues by \$7,592.00)

 No Fiscal Impact

RECOMMENDED BY:



REGINALD THOMAS
MARSHAL



RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER