

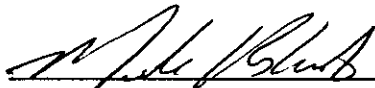
**ORDER: APPROVE CONTRACT WITH LAFAYETTE SCHOOL DISTRICT
FOR SCHOOL RESOURCE OFFICERS**

Motion was made by Larry Gillespie, duly seconded by Brent Larson, to approve contract with Lafayette School District for School Resource Officers.

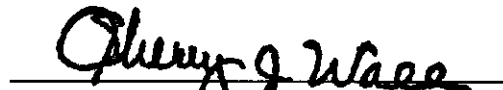
The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 20th day of September, 2021.



Mike Roberts, President
Board of Supervisors



Sherry Wall Chancery Clerk

AGREEMENT REGARDING SCHOOL RESOURCE OFFICERS

This **AGREEMENT** is effective as of the 1st day of July, 2021 by and between **Lafayette County Mississippi** ("the County") and the **Lafayette County School District** ("the School District") pursuant to Sections 21-19-49 and 17-25-11 of the Mississippi Code Annotated, with respect to School Resource Officers.

WHEREAS the County and the School District have a shared concern for the safety and well-being of students, faculty, staff, and parents in the schools of the School District and at or traveling to and from activities involving the School District's athletic teams; and

WHEREAS Section 21-19-49 of the Mississippi Code Annotated permits county sheriffs' departments and school districts to contract for the provision of additional Law Enforcement Officers Training Academy-certified police protection to school districts; and

WHEREAS Section 17-25-11 of the Mississippi Code Annotated permits the sheriff of a county to approve the use of the official uniform, official weapon and vehicle by deputy sheriffs in the performance of security services in off-duty hours.

WHEREAS the Board of Supervisors of the County and the Board of Education of the School District have each approved this Agreement; now, therefore, for and in consideration of the mutual promises and performances herein set forth,

IT IS COVENANTED AND AGREED as follows:

1. **Purpose and Scope of the Agreement.**

(a) The purpose of this Agreement is for the County to provide appropriately-trained County deputy sheriffs to serve as armed School Resource Officers (hereinafter, "SROs" or "SRO" as the context requires) in the schools of the School District, to provide security against external or internal threats of violence to persons or property. Included in their support

of safety and security will be work with each school's emergency response time, advice to and support of building administrators as requested, and training for staff in emergency procedures and emergency medical response as requested.

(b) The County will also provide appropriately-trained County deputy sheriffs to serve as armed SROs to provide security against external or internal threats of violence to persons or property before, during, and after events at athletic facilities within the School District, traveling with the School District's athletic teams, and before, during, and after athletic events while the School District's athletic teams are participating in athletic events away from the schools of the School District.

(c) It is understood that the function of the SROs shall be a security function, and that the SROs will not be involved in issues of student or staff discipline except to the extent that such involvement may expressly be requested by school building authorities. Except in cases of imminent danger to life or property, the investigation of alleged misconduct, including but not limited to the questioning of students or staff and searches of the persons or property of students or staff, shall be managed and conducted solely by the School District.

(d) The day-to-day activities of each SRO in each school shall be coordinated with and generally directed by the Principal and/or Assistant Principal of each building. In the event that any clarification of roles may be needed, such clarification shall be provided by the School District's Superintendent of Schools, who shall consult with the County Sheriff as appropriate.

2. Term; Termination.

(a) The initial term of this Agreement shall be July 1, 2021 through June 30, 2022, unless earlier terminated by either party as provided for herein.

(b) Either party may terminate this Agreement for any reason upon not less than 90 days' written notice to the other party; *provided, however*, that the obligations of both parties shall continue for the duration of the notice period to the effective date of termination.

3. SRO Staffing, Locations and Times; Standards of Conduct.

(a) The County shall provide the services of five (5) or more SROs to provide services at the schools of the School District on days the school is open for students, each of whom shall have received and shall remain current in SRO and EMT training. The SROs are expected to be on school grounds during school hours, with details of shifts and locations to be set and modified as necessary from time to time by the School District. One SRO shall be assigned to Lafayette Elementary, two SROs shall be assigned to Lafayette Upper Elementary, one SRO shall be assigned to Lafayette Middle School, and one SRO shall be assigned to Lafayette High School. The number of SROs assigned may be adjusted by agreement between the School District and County.

(b) The number of SROs provided by the County for services set forth in Section 1(b) above will vary based upon the type of activity and other factors. The County shall provide the services of SROs at athletic activities and events consistent with the number identified on the schedule attached as Exhibit A and incorporated herein. The number of SROs provided for athletic activities or events may be adjusted by agreement between the School District and County.

(c) At least one SRO will be available to the School District for general assistance during June, July, and August, including summer camp activities.

(d) The County may assign any SRO to other duties when he/she is not working for the School District. No SRO shall be assigned to duties during school hours except in the case of emergency crisis response.

(e) It is understood that the specific individuals to be assigned to SRO duty may change from time to time both as provided herein and as may be determined by the County.

(f) During periods of short-term absence of one SRO, other SROs shall cover the absent SRO's duties. In the case of prolonged absence, the County will provide a replacement.

(g) In addition to such rules and regulations as may from time to time be prescribed by the County governing the conduct of deputy sheriffs, the SROs shall, while on School District premises, adhere to the School District's Code of Conduct; and, further, shall not fraternize with School District staff during working hours, or with School District students at any time.

(h) To the extent that the School District may be dissatisfied with the performance of a SRO assigned to the School District, it may discontinue the services of that SRO upon ten days' notice to the County, and shall also advise the County of the particular reasons for its dissatisfaction. Should the County agree that the School District had reasonable grounds for dissatisfaction, it shall provide a replacement SRO as soon as practicable. Should the County not agree with the School District's determination, then it shall not be obligated to provide a replacement, but the School District shall have no prospective obligation to reimburse the County for the expense of the discontinued SRO.

4. The County as Sole Employer.

The County shall at all times be and remain the employer of the SROs, and shall be solely responsible for payroll and any statutory and/or negotiated benefits, withholdings, dues and other deductions, and compliance with any applicable collective bargaining agreements.

5. Reimbursement by the School District.

(a) To the extent that an SRO provides services set forth in Section 1(b) above that entitles him/her to overtime payment by the County, the School District shall reimburse the County for 100% of such salary and overtime expense for each SRO providing those services for the hours spent providing services set forth in Section 1(b) above. Reimbursement shall be paid by the School District to the County at the rate of \$35 per hour per SRO.

(b) The School District shall not be required to reimburse the County for SROs assigned to provide services set forth in Section 1(a) above nor shall the School District be required to reimburse the County for SROs assigned to provide services set forth in Section 1(b) above that does not entitle the assigned SRO to overtime payment by the County.

(c) The County shall itemize the expenses for each SRO for each month and shall provide such itemization to the School District not later than the 15th day of the next month, and the School District shall pay any required reimbursement to the County by the 15th day of the following month.

6. Miscellaneous Provisions.

(a) This Agreement shall be deemed to have been jointly drafted by the parties, and there shall be no presumption against either party with respect to the interpretation of any ambiguity.

(b) This Agreement may be modified or amended only by a writing executed by the parties.

(c) This Agreement shall be interpreted in accordance with the substantive laws of the State of Mississippi.

(d) The parties recognize that the other party is a political subdivision of the State of Mississippi and enters this contract only to the extent authorized by Mississippi law.

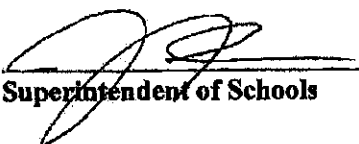
IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers effective as of the day and date first above written.

LAFAYETTE COUNTY, MISSISSIPPI

By: 
President of Board of Supervisors

By: _____
Sheriff

LAFAYETTE COUNTY SCHOOL DISTRICT

By: 
Superintendent of Schools

By: 
President of School Board of Trustees

21-22 Fall Sports									
Varsity Football									
Date	Location	Opponent	Time	Sheriff	Hours	Total Hours	School	Hours	Total Hours
20-Aug	AWAY	South Panola Scrimmage	TBA				20,21	4	8
27-Aug	HOME	Tueplo	6:00	ALL	4	20			
3-Sep	AWAY	Horn Lake	TBA				20,43	7.5	15
10-Sep	HOME	Southaven	6:00	ALL	4	20			
17-Sep	HOME	Oxford	6:00	ALL	4	20			
24-Sep	AWAY	West Point	TBA				20,21,26	7.5	22.5
1-Oct	HOME	Saltillo	6:00	ALL	4	20			
8-Oct	AWAY	Columbus	TBA				20,21,26,43	7.5	30
15-Oct	HOME	New Hope	6:00	ALL	4	20			
22-Oct	AWAY	Cleveland	TBA				20,21,26,43	7.5	30
29-Oct	HOME	Greenville	6:00	ALL	4	20			
5-Nov	HOME	Lake Cormorant	6:00	ALL	4	20			
					140x35=\$4900.00				105x35=\$3675
9th & JV Football									
7-Sep	AWAY	Senatobia	TBA				43	5.5	5.5
13-Sep	HOME	Shannon	4:00	21,43	3.5	7			
4-Oct	Home	Tishomingo County	4:00	7,21	3.5	7			
25-Oct	HOME	Cleveland entral	4:00	20,26	3.5	7			
					21x35=\$875.00				6.5x35=\$192.50
LMS Football									
30-Aug	HOME	South Panola	4:00	7,26,43	3.5	10.5			
7-Sep	AWAY	Charleston	TBA				21	6	6
28-Sep	HOME	Charleston	4:00	7,26,43	3.5	10.5			
7-Oct	HOME	Cleveland Central	4:00	7,26,43	3.5	10.5			
					31.5x35=\$1102.50				6x35=\$210.00
Varsity Volleyball									
10-Aug	Home	Regents	4:00	20	4	4			
12-Aug	Home	New Albany	4:00	7	4	4			
16-Aug	Home	South Panola	4:00	21	4	4			
24-Aug	Home	Hickory Flat	4:00	43	4	4			
26-Aug	Home	Water Valley	4:00	26	4	4			
7-Sep	Home	Hickory Flat	4:00	7	4	4			
9-Sep	Home	Lake Cormorant	4:00	26	4	4			
13-Sep	Home	Horn Lake	4:00	7	4	4			
14-Sep	Home	Desoto Central	4:00	26	4	4			
16-Sep	Home	Cleveland Central	4:30	7	4	4			
23-Sep	Home	Saltillo	4:00	20	4	4			
5-Oct	Home	Pontotoc	4:00	20	4	4			
					48x35=\$1680.00				
LMS Volleyball									
16-Aug	HOME	Water Valley	4:00	21				3	3
19-Aug	HOME	Cleveland Central	4:30	7				3	3
24-Aug	HOME	Hickory Flat	TBA	43				3	3
7-Sep	HOME	Hickory Flat	4:00	7				3	3
9-Sep	HOME	Tupelo	4:00	26				3	3
23-Sep	HOME	Oxford	4:00	7				3	3
27-Sep	HOME	Pontotoc	4:00	21				3	3
5-Oct	HOME	Oxford	4:00	21				3	3
									24x35=\$840.00

School Baseball									
Date	Opponent	Location	Time	Sheriff	Hours	T.Hours	School	Hours	T.Hours
Feb. 23	Water Valley	Home	10:00 AM				7	5.5	5.5
Feb. 26	South Panola	Home	4:00	19	5.5	5.5			
Mar. 16	Pontotoc	Home	12:00 PM				20	5.5	5.5
Mar. 22	Grenada	Home	4:00	21	5.5	5.5			
Mar. 26	Saltillo	Home	4:00	20,21	5.5	11			
Apr. 2	West Point	Home	3:30	21	5.5	5.5			
Apr. 4	Tupelo-JV	Home	4:00	7	5.5	5.5			
Apr. 6	Oxford	Home	10:00 AM				19	5.5	5.5
Apr. 8	Oxford-JV	Home	4:00	20	5.5	5.5			
Apr. 12	Saltillo	Home	4:00	7	5.5	5.5			
Apr. 13	Rosa Fort	Home	11:00 AM				21	5.5	5.5
Apr. 15	West Point	Home	3:30	19	5.5	5.5			
					49.5x35=\$1732.50			22x35=\$770.00	
Grade Baseball									
Mar. 18	Hickory Flat	Home	4:00				19	4	4
Mar. 21	Senatobia	Home	4:00				7	4	4
Mar. 25	Ripley	Home	4:30				20	4	4
								12x35=\$420.00	
Grade Baseball									
Feb. 25	Water Valley	Home	4:00				21	4	4
Feb. 28	Water Valley	Home	4:00				7	4	4
Mar. 4	Oxford	Home	4:00				19	4	4
Mar. 28	South Panola	Home	4:00				20	4	4
								16x35=\$560.00	16
School Softball									
Date	Opponent	Location	Time	Sheriff			School		
Feb. 26	Olive Branch	Home	4:00	19					
Mar. 19	West Point	Home	4:00	21	4	4			
Mar. 26	Oxford-Pink Out	Home	4:00	20,21					
Apr. 4	West Point	Away					20	6	6
Apr. 9	Grenada	Home	4:00	19	4	4			
Apr. 11	Water Valley	Home	4:00	7	4	4			
le School Softball									
Mar. 7	South Panola	Home	4:00				19	4	4
Mar. 21	Cleveland Central	Home	4:00				7	4	4
Apr. 4	Senatobia	Home	4:00	7					
Apr. 8	Oxford	Home	4:00	20					14
Apr. 15	New Albany	Home	3:30	19					
						12x35=\$420.00			14x35=\$490.00
Year total for Sheriff = \$14,420				Year total for school = \$13,387.50					
Hours total for Sheriff = 412hr				Hours total for School = 382.50hrs					