

**INTER-GOVERNMENTAL AGREEMENT**  
**PROVIDING FOR SCHOOL RESOURCE OFFICERS**

This Agreement Providing For School Resource Officers (this "Agreement") is entered into between Thibodaux Police Department ("TPD" and St. Genevieve Catholic Elementary School ("St. Genevieve "), pursuant to Article VII, Section 14 (C) of the Louisiana Constitution and LSA R.S. 33:1324 both appearing herein through their respective authorized agents, for the purpose of providing a POST certified Officer to perform the duties of a School Resource Officer ("SRO"), as more fully described herein.

A. Duties and Responsibilities of SRO:

1. The normal work day for the SRO will be Monday through Friday, beginning at 7:45 a.m. and ending at 4:00 p.m., or as otherwise modified by ST. GENEVIEVE School with advance written notice to the SRO and the TPD.
2. The SRO shall wear his or her Thibodaux Police Department uniform while performing his or her job under this Agreement. A Thibodaux Police Department issued radio communication device shall be used while on duty at St. Genevieve .
3. The SRO will report, as soon as possible, to the Principal or other ST. GENEVIEVE authorities, as appropriate any matter that the SRO believes ST. GENEVIEVE may have an interest in or, any violation of ST. GENEVIEVE 's rules, regulations, policies or applicable law, by any student or individual on campus.
- 4a. The SRO will maintain the strictest of confidence concerning the students and employees, representatives and/or agents of ST. GENEVIEVE . The SRO will be informed that anything he or she may learn or witness about students and/or their families shall remain in the strictest of confidence, unless the student or families' actions violate a criminal law or unless the SRO is required by law to divulge such information. Any breach of this Agreement will result in the immediate dismissal of the SRO, except that this restriction does not apply to reporting of criminal conduct to his or her superior at the Thibodaux Police Department which comes to his or her knowledge as a result of his or her SRO duties.
- 4b. The Thibodaux Police Department agrees that in the event the SRO breaches the foregoing confidentiality provision or the confidentiality terms contained elsewhere in this Agreement, that the Thibodaux Police Department will, to the extent permitted by law, indemnify and hold ST. GENEVIEVE harmless for any claims, demands, actions, causes of actions or judgments (and if an adverse judgment is rendered against ST. GENEVIEVE , to

include ST. GENEVIEVE 's reasonable attorney's fees and costs) resulting from or related to said breach and resulting judgment. St. Genevieve also agrees that in the event St. Genevieve breaches the foregoing confidentiality provision or the confidentiality terms contained elsewhere in the Agreement, that St. Genevieve will, to the extent permitted by law, indemnify and hold the TPD harmless for any claims, demands, actions, causes of actions or judgments (and if an adverse judgment is rendered against TPD, to include TPD's reasonable attorney's fees and costs (resulting from or related to said breach and resulting judgment

5. The SRO may attend parent-teacher conferences, student-teacher conferences at the request of ST. GENEVIEVE or the Principal or the Superintendent if the student/parent consents. However, provided the SRO shall be entitled to rely upon the representation of ST. GENEVIEVE or the Principal or the Superintendent that they have obtained the appropriate consent.
6. The SRO will not act as a school disciplinarian but shall cooperate with any reasonable request which is not in contravention of the rules, policies and procedures of the Thibodaux Police Department, of the Principal or the Superintendent or his or her designee to assist in investigating any incident involving a student or individual on campus and shall, at the request of the Principal or the Superintendent, assist in restraining any such individual in accordance with applicable laws and will reasonably assist the Principal or the Superintendent as applicable.
7. The Principal or the Superintendent or his or her designee may request the SRO to speak to students to provide information to the students regarding the criminal law, campus security or such other topics as deemed appropriate by ST. GENEVIEVE , however not in contravention of the rules, policies and procedures of the Thibodaux Police Department.
8. The SRO will assist in enforcing school rules, including but not limited to monitoring individuals or visitors to ST. GENEVIEVE , student movement in the halls, monitoring detentions, monitoring lunch time and as otherwise requested by the Principal or the Superintendent or his or her designee.
9. The SRO shall establish and maintain contact with other agencies which work with the students, such as probation officers, the district attorney's offices, etc. However, no communication with these agencies or with his or her superiors at Thibodaux Police Department shall breach the confidentiality provisions of this Agreement except for instances of violations of criminal law as described in paragraph 5a, to the extent that same shall not be in contravention of the rules, policies and procedures of the Thibodaux Police Department.

10. The SRO shall perform his or her duties in accordance with all United States federal laws and statutes, Louisiana state laws and statutes, and the Parish of Lafourche ordinances, and the rules, policies and procedures of the Thibodaux Police Department. The SRO shall carry out his or her duties as a law enforcement officer with the Thibodaux Police Department on any and all substantive violations of any criminal law or ordinance. The SRO shall report and take necessary action on all matters as outlined in ST. GENEVIEVE 's rules, regulations, and policies, which are not in contravention of the rules, policies and procedures of Thibodaux Police Department. The SRO should not act as a school disciplinarian, as disciplining students shall be the responsibility of the St. Genevieve School's Administration.
11. The SRO shall assist the Principal and/or Principal's designee in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on or near ST. GENEVIEVE 's campus. The SRO shall assess the properties and roads at the perimeter of ST. GENEVIEVE 's campus on a daily basis for threats or potential threats to ST. GENEVIEVE students and personnel, and routinely inform and update the Principal and/or Principal's designee of any observations or developments that require additional vigilance or adjustments to ST. GENEVIEVE policies. The SRO shall assist ST. GENEVIEVE with and regularly participate in any campus security training drills or notional exercises with ST. GENEVIEVE students and personnel.
12. The SRO shall assist other law enforcement officers with outside investigations, unless otherwise directed by his or her Thibodaux Police Department supervisor, concerning students attending the school(s) to which the SRO is assigned.
13. The SRO shall present programs on various topics to students at the request of the Principal. Subjects shall include a basic understanding of law, role of law enforcement, drug awareness, campus security/threats, and the mission of the law.
14. The SRO is encouraged to interact with students on an individual basis, in small groups and at assemblies.
15. The SRO shall be familiar with agencies and resources that offer assistance to youth and their families and in consultation with St. Genevieve school administration, make referrals to agencies as he or she may deem appropriate. Agencies include, but are not limited to, Youth Service Bureau

(FINS, TASC, and Juvenile Drug Court) and PRIDE.

16. The SRO shall contact the Principal and/or Principal's designee of the school about his or her actions to make them aware of an arrest of a student on a school campus or a crime committed on a school campus, however not in contravention of the rules, policies and procedures of the Thibodaux Police Department .
17. The SRO shall, at Principal and/or Principal's designee's request or in the event of an emergency, take law enforcement or other appropriate action against intruders and unwanted guests who appear on school property, however not in contravention of the rules, policies and procedures of the Thibodaux Police Department.
18. SRO may conduct interviews of victims or witnesses as allowed by law, and in accordance with the rules, policies and procedures of the Thibodaux Police Department. Information gained in such interviews will, if not in contravention of the rules, policies and procedures of the Thibodaux Police Department, be shared with Principal or Principal's designee.
19. The SRO shall not be present when a Principal and/or Principal's designee conducts an administrative search unless requested by the administration to do so, so long as the non-participation is not in contravention of the rules, policies and procedures of Thibodaux Police Department. The SRO's role is generally intended to be limited to observation and providing safety. Pat down searches and strip searches of individuals will not take place, unless failure to take such action would be in contravention of the rules, policies and procedures of the Thibodaux Police Department.
20. The SRO's presence may be discouraged where interviews are conducted as part of an investigation involving a non-originally related matter as determined by the Principal or the Superintendent, so long as the non-participation is not in contravention of the rules, policies and procedures of Thibodaux Police Department.
21. The SRO shall follow the Thibodaux Police Department rules, policies, and procedures regarding confiscation of drugs from students, faculty, or others on school property.
22. The SRO shall not transport students in his or her vehicle, except when:
  - a. student is a victim of a crime, under arrest, or some other emergency circumstance requires such transport, and it is in accordance with the rules, policies, and procedures of the Thibodaux Police Department;

and

- b. student becomes disruptive, disorderly or presents a threat to the safety and welfare of others on the campus and who refuses to leave the campus may be removed from the campus pursuant to law, and in accordance with the rules, policies and procedures of the Thibodaux Police Department.

23. When a student is arrested or taken into custody by SRO, the SRO shall select the course of action, which is appropriate under the circumstances. The SRO shall advise the Principal or the Superintendent of all arrests or custodial detentions as soon as practicable, in accordance with the rules, policies and procedures of the Thibodaux Police Department, with the goal to timely meet the needs of the school. If circumstances and the rules, policies and procedures of the Thibodaux Police Department permit, the SRO and Principal or Principal's designee shall mutually agree upon time during the school day for the removal of the student from the school. The student shall be called to the office by the Principal and/or Principal's designee.

- a. If a student is arrested, the SRO shall contact the parents or guardians as soon as practicable after the arrest and shall notify the parent/guardian of the reasons(s) for the arrest, as may be permitted by the rules, policies and procedures of the Thibodaux Police Department

24. When the SRO conducts classroom presentations, the classroom teacher, who must remain in the classroom throughout the presentation, shall assist the SRO as the SRO shall determine.

25. When interrogating or taking a student into custody, the SRO shall follow the Thibodaux Police Department rules, policies and procedures. Thibodaux Police Department rules, policies and procedures will determine contact with parents, advising students of Miranda rights, and informing Principal and/or Principal's designee of the SRO's actions, and if permissible prior to taking such action.

26. Any release of information by the SRO will be made in conformance with the rules, policies and procedures of the Thibodaux Police Department. Thibodaux Police Department will use its best efforts to work with ST. GENEVIEVE regarding release of information.

B. Employment and Assignment of SRO:

1. The selection of the SRO will be made by the Thibodaux Police Department in consultation with the Principal.
2. The Thibodaux Police Department agrees to provide and pay the SRO's salary and benefits in accordance with the applicable salary schedules and employment practices of the Thibodaux Police Department. These costs include, but are not limited to, salary and stipend pays, overtime, sick leave, annual leave, pension contributions, deferred compensation contributions, unemployment compensation, life insurance, health insurance, employee liability insurance, uniform costs and vehicle costs. The SRO shall be subject to all other personnel policies and practices of the Thibodaux Police Department .
  - a. St. Genevieve Catholic Elementary School agrees to reimburse the Thibodaux Police Department 100% of the salary and benefit costs previously outlined.
  - b. St. Genevieve Catholic Elementary School agrees to reimburse the Thibodaux Police Department 100% of any overtime incurred in the SRO's performance of Duty to the school.
  - c. The Thibodaux Police Department will invoice St. Genevieve Catholic Elementary School bi-annually for all salary, benefit and overtime costs.
3. In the event the SRO is absent from work, the SRO is to notify both his or her supervisor at the Thibodaux Police Department and the Principal and/or Principal's designee at the school to which he or she is assigned. Thibodaux Police Department agrees to assign a SRO alternate when officers are unavailable. SRO's supervisor will inform the Principal and/or Principal designee of the replacement.
4. In the event of absence due to personal illness, death in the family, or family emergencies, the SRO shall follow Thibodaux Police Department policy regarding the reporting of such absences.
5. SRO shall give advance notice of his or her assignment to community projects or other Thibodaux Police Department assignments, training seminars, and other activities that require his or her absence from the assigned school(s).
6. If the SRO is absent from work and a replacement officer is assigned, the SRO or the SRO's supervisor shall inform the replacement officer of daily routines as well as duties and activities scheduled during the SRO's absence.

7. Each SRO shall remain employees of Thibodaux Police Department and shall not be employees of ST. GENEVIEVE . ST. GENEVIEVE and the Thibodaux Police Department acknowledge that the SRO remains responsive to the command of the Thibodaux Police Department.

C. Holidays:

The SRO shall report to his or her immediate supervisor within the Thibodaux Police Department during regularly scheduled ST. GENEVIEVE holidays which are not recognized by the Thibodaux Police Department as a holiday or other days when school is not in session.

D. Activity Report:

The SRO shall provide a weekly SRO activity report to his or her immediate supervisor at the Thibodaux Police Department and the school Principal. The report shall contain all hours worked and a narrative of the duties performed by the SRO during the work week. In the event special events requested by St. Genevieve school Admin are involved, the report shall include a narrative of the duties performed by the SRO during the special events.

E. Equipment:

ST. GENEVIEVE will provide the SRO with access to an office, telephone, necessary office supplies and any other agreed upon equipment or supplies that St. Genevieve believes is necessary to fulfilling this SRO's duties.

F. Workers' Compensation, Exclusion, and Indemnity:

The SRO shall remain the employee of the Thibodaux Police Department. ST. GENEVIEVE shall incur no liability whatsoever, including but not limited to workers' compensation or any other employee benefit other than that which is set forth herein, for the performance of the above services by the SRO. The Thibodaux Police Department shall, to the extent permitted by law, indemnify and hold ST. GENEVIEVE harmless from and against any and all claims, demands, actions, causes of action, damages or judgments (and if an adverse judgment is rendered against ST. GENEVIEVE , to include ST. GENEVIEVE 's reasonable attorney's fees and costs) in any way arising out of or in relation to the negligence of the SRO while he or she is performing normal SRO duties and responsibilities covered by this Agreement.

G. Cancellation:

This Agreement shall be subject to cancellation by either party upon thirty (30) days written notice delivered by certified mail to the other party. The Thibodaux

Police Department may immediately suspend performance of this Agreement during any emergency situation requiring additional police manpower. The Thibodaux Police Department will give prompt notice of this emergency situation to the Superintendent and shall resume performance of this Agreement immediately upon the termination or cessation of the emergency situation. In emergency situations that require the Thibodaux Police Department to suspend performance of this Agreement for more than 3 days in a calendar month or 15 days in a school year, ST. GENEVIEVE shall receive a "credit" against the next month's payment to Thibodaux Police Department for the prorated portion of salary and benefits to cover the period of time that service was not provided under this Agreement.

H. Rules, Regulations and Policies:

1. The SRO shall, at all times, abide by the rules, regulations, and policies of the Thibodaux Police Department, even if in contravention of a ST. GENEVIEVE request.
2. For purposes of this Agreement, the appropriate St. Genevieve chain of authority for reporting by the SRO, so long as same does not contravene any rule, regulation, or policy of the Thibodaux Police Department, under the terms of this Agreement will be:
  - a. The school Principal, or designee
  - b. Assistant Superintendent, or designee
  - c. The Superintendent, or designee

I. Special Events:

Extracurricular activities which extend beyond the normal work day (as defined in Section A) shall be subject to the pre-approval of the Thibodaux Police Department (which will not be unreasonably denied). To the extent that the SRO shall in any 14 work day schedule as established by Thibodaux Police Department, work for a period exceeding 86 hours, then and only then, ST. GENEVIEVE shall pay the overtime rate due the SRO in accordance with TPD policy.

J. Term:

This Agreement shall be in effect from the date of execution by both parties, (the "Commencement Date") until cancelled as provided in Section G.



K. Non-Assignability:

Neither party has the right to transfer or assign their rights under this Agreement.

L. Notices:

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

St. Genevieve  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thibodaux Police Department  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice(s) given as provided above shall be deemed given (i) upon delivery, if hand-delivered, (ii) upon the date shown on the return receipt, if sent by registered or certified mail, (iii) upon the date of delivery on a business day between 8:30 am and 4:30 pm local time at the designated address, then on the date of such attempted, but unsuccessful delivery. The address to which notice(s) are to be given to either party may be changed from time to time by a party by providing written notice to the other party of the new address.

M. Modifications to this Agreement:

No modifications shall be made to this Agreement without the written consent of both parties.

Thibodaux Police Department

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

St. Genevieve Catholic School

BY: \_\_\_\_\_

DATE: \_\_\_\_\_