



Lynn Fitch
ATTORNEY GENERAL
OPINIONS AND POLICY

April 2, 2024

Samuel T. Barber, Esq.
Attorney, DeSoto County Board of Supervisors
Post Office Box 346
Hernando, Mississippi 38632

Re: School Law Enforcement Protection Agreement

Dear Mr. Barber:

The Office of the Attorney General has received your request for an official opinion.

Question Presented

May the Board of Supervisors and the Sheriff's Department enter into an agreement with a private, non-profit school to provide school resource officers, setting out such terms for reimbursement as may be agreed upon by the parties?

Applicable Law and Discussion

No. There is no authority for a Board of Supervisors or the Sheriff's Department to enter into an agreement with a private, non-profit school to provide additional law enforcement protection and be reimbursed for the associated costs.

Brief Response

Section 21-19-49(2) provides, in relevant part:

Municipalities, municipal police departments and the sheriffs' departments may contract with the school board of any school district to provide additional Law Enforcement Officers Training Academy-certified police protection to said school district on such terms and for such reimbursement as the school district and the entity may agree in their discretion.

The "school districts" in Section 21-19-49 refer to public school districts established pursuant to Section 201 of the Mississippi Constitution and further defined in the Mississippi Uniform School Law. Miss. Code Ann. §§ 37-6-1, *et seq.*; *see* § 37-6-5 ("Each school district in the state shall be

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a political subdivision with the name of the district being ‘ _____ School District.’”). Section 21-19-49(2) does not apply to private, non-profit schools.

Section 19-25-67 requires the sheriff to keep the peace within his county. This office has consistently opined that the sheriff has a statutory duty “to provide police protection to all of the citizens within the county” and cannot contract with private entities to provide increased security. MS AG Op., *Howard* at *1 (Dec. 9, 2005); see MS AG Op., *Rasco* at *1 (Mar. 5, 2010) (opining that “[t]he sheriff has a statutory duty of keeping the peace within the county and may not charge a fee for doing so.”). Accordingly, there is no authority for a board of supervisors or sheriff’s department to enter into an agreement to provide school resource officers to a non-profit, private school and seek reimbursement for doing so. For clarification, this opinion and the 2009 *Rasco* opinion you reference in your request should not be interpreted to suggest that a sheriff’s department can provide a school resource officer, increased law enforcement presence, or something akin to private security at private schools as long as he does not charge the school for these services. MS AG Op., *Rasco* (Dec. 7, 2009); see MS AG Op., *Frierson* at *1 (Dec. 7, 1995) (“It is the duty of the sheriff to keep the peace within the county . . . and no authority exists to provide greater protection to certain areas of the county in return for the residents of those areas making payments to the county to cover the costs of additional protection.”). The sheriff does have “discretion as to how to allocate and deploy the resources of his office.” *Rasco* at *1 (Mar. 5, 2010). However, the authority of the sheriff to provide police protection at a private school within his county falls within his general authority under Section 19-25-67 and is no greater than anywhere else within the county.

Notably, while there is no authority for a county or sheriff’s department to contract with a non-profit, private entity to provide increased police protection, there is nothing prohibiting a private school from hiring private security services, and Section 17-25-11 allows certified law enforcement officers to “wear the official uniform and . . . utilize the official firearm and the official vehicle issued by the employing jurisdiction while in the performance of private security services in off-duty hours.”

If this office may be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

LYNN FITCH, ATTORNEY GENERAL

By: */s/ Beebe Garrard*

Beebe Garrard
Special Assistant Attorney General