



**OFFICE OF THE CITY CLERK**  
Sherri Gard, MMC, City Clerk  
Heather James, CMC, Assistant City Clerk

September 18, 2019

Bill Hollenbeck, Chief of Police  
Fort Smith Public Schools  
3205 Jenny Lind Road  
Fort Smith, AR 72901

Re: School Resource Officer (SRO) Program Memorandum of Understanding

Chief Hollenbeck,

At the September 17, 2019 regular meeting of the City of Fort Smith Board of Directors, the Board approved Resolution No. R-148-19, which authorized the subject memorandum of understanding (MOU). Two (2) originals of the aforementioned MOU have been fully-executed by the City of Fort Smith and the Fort Smith Public School District.

For your records, enclosed is a copy of Resolution No. R-148-19 and one (1) fully-executed original of the MOU.

The City of Fort Smith is happy to serve with you "...to provide for the protection of life and property..." for the students, faculty, and staff of the Fort Smith Public School District!

Sincerely,

A handwritten signature in blue ink that reads "Sherri Gard".

Sherri Gard, MMC  
City Clerk

Enclosures

c: Danny Baker, City of Fort Smith Interim Police Chief

R-148-19

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Fort Smith, Arkansas, ("the City") and the Fort Smith Public School District ("FSPSD") concerning the School Resource Officer ("SRO") Program. The City and FSPSD may collectively be referred to as the "Parties." The effective date of this MOU shall be the date it is signed by the last of the Parties to sign this MOU, as indicated below:

1. Overview/Purpose. The purpose of this MOU is to foster a positive working relationship between the City through its Police Department ("FSPD") and the FSPSD with an understanding that the SRO is an employee of the City and not an employee of the FSPSD. The SRO Program will be conducted by the FSPD with the cooperation of the FSPSD. It is understood and agreed by the Parties that the SROs are to remain subject solely to the supervisory command of the FSPD and SROs are not subject to the control or authority of personnel of the FSPSD.

2. Goals and Objectives.

- a. To establish positive working relationships that develop mutual respect among police, school administration, educators, service agencies, parents, and students.
- b. To work cooperatively to prevent juvenile delinquency and assist in student character development.
- c. To develop and maintain a safe and secure learning environment free of violence, crime, and the fear of crime on Fort Smith Public School campuses.
- d. To promote positive attitudes regarding the societal role of police.
- e. To promote proactive educational programs aimed at reducing disciplinary problems and campus crime.

3. Responsibilities of the FSPD. The FSPD agrees to assign four (4) state-certified law enforcement officers to the SRO program. The SROs are to provide for the protection of life and property, assist in crisis intervention counseling, and safety and drug awareness education while developing positive interaction with students in the FSPSD. The FSPD will assign one of its officers to be the SRO Supervisor.

4. Responsibilities of the FSPSD. The FSPSD agrees to provide the following materials and facilities which are deemed necessary to the performance of the SRO Program:

- a. A secure, air conditioned and heated office containing proper lighting and a telephone line.

- b. A desk and chair and a file cabinet that can be locked and secured.
- c. Computer internet capabilities.
- d. A FSPSD portable radio.
- e. A designated and marked "Police Parking" space at every FSPSD campus to which an SRO may be assigned.

The above-referenced personal property shall remain the sole property of the FSPSD, which shall be responsible for maintenance and upkeep thereof.

5. Funding. The City and the FSPSD shall share equally the base salaries of the SROs, each agreeing to pay one-half of same. SRO benefits, including but not limited to workers' compensation, vacation pay, sick leave, and overtime compensation, are to be paid by the City.

6. Responsibilities of the SRO.

- a. Each SRO shall be a state-certified law enforcement officer who is responsible for following and adhering to regulations and directives of the FSPD.
- b. SROs will assist the Principal and Faculty at the FSPSD campus(es) to which the SRO is assigned as well as the FSPSD Safety and Security Officer(s) in developing plans and strategies to minimize problematic or dangerous situations that occur or may occur on the campus(es) to which the SRO is assigned.
- c. SROs will periodically present programs to students/classes concerning topics relating to local, state and national laws, drug awareness, anger management, safety concerns and the mission of law enforcement.
- d. SROs are encouraged to interact with students individually and with student groups.
- e. SROs will participate, as needed or requested, in teacher, faculty and parent conferences at the campus(es) to which the SRO is assigned. Any overtime compensation incurred as a result of such participation shall be the sole responsibility of the City.
- f. SROs shall serve as a liaison for all student programs.
- g. SROs should have a basic understanding of additional community resources and agencies available to families or youth and make referrals when appropriate.

- h. SROs will investigate crimes that occur on the campus(es) to which the SRO is assigned and shall take law enforcement action when the SRO, in his or her sole discretion, deems it appropriate.
- i. SROs shall keep the school Principal at the SRO's assigned campus(es) and the Safety & Security Officer apprised of any law enforcement actions taken or criminal acts investigated by the SRO.
- j. SROs will notify the school Principal or his/her designee in the event a student is removed by the SRO from the assigned campus during normal school hours.
- k. SROs should take appropriate action against intruders and unwanted guests on FSPSD property of which the SRO becomes aware.
- l. SROs will submit a monthly report to and attend a monthly meeting with the SRO Supervisor which may be attended by a member of the Safety and Security Division of the FSPSD.
- m. The SRO is not a school disciplinarian and will not enforce FSPSD rules and regulations. An SRO is a Law Enforcement Officer and will address applicable law enforcement concerns and violations.
- n. SROs shall follow all guidelines of Arkansas case law, School Board policy and FSPD regulations, policies and directives concerning investigations, interviews and searches relating to juveniles.
- o. SROs shall report directly to the SRO Supervisor and shall remain subject solely to the supervisory command of the FSPD.

7. Assignment of SROs.

- a. SROs may be assigned to one of more FSPSD campuses as agreed to by the Chief of the FSPD, or his/her designee, and the Superintendent of the FSPSD, or his/her designee.
- b. Emergency or potentially problematic situations may require SROs to leave their assigned school to assist personnel at another FSPSD school to which the SRO has not been assigned. Additionally, should the Chief of the FSPD, in his or her sole discretion, determine that an emergency or other event requires the presence of one or more SROs to be on duty in other areas of the City, the FSPSD should be notified immediately and advised as to the estimated period of time the SRO(s) will be utilized in that manner.

- c. In the event an SRO will be absent from duty due to illness, court, training, etc., he/she will, as soon as possible, notify the SRO Supervisor as well as the Principal or his/her designee at the SRO's assigned school(s).

8. Assignment Hours and Uniform.

- a. Consistent with the hours that schools are actually in session, SROs will work a 5 day, 40 hour work-week and make every effort to be present at the assigned school(s) when students are arriving, present and/or leaving after school dismisses each day. Specific times may be determined by the Principal of the assigned school(s).
- b. It may be beneficial to have SROs present during certain events after normal school hours. SROs, the SRO Supervisor, and the school Principal shall work together to determine the flexibility of shift hours to accommodate these events.
- c. SROs shall receive primary consideration for off duty employment concerning sports activities or other events specific to and paid for by the FSPSD.
- d. SROs will not accompany FSPSD sports teams, classes or groups to games or events outside the jurisdiction of the City.
- e. SROs will make every attempt to schedule personal time off, such as vacations, accrued overtime, etc. during periods when school is not in session.
- f. SROs shall wear their Standard Duty Uniform and carry their FSPD issued weapon and police issued portable radio while working on duty and off duty assignments at FSPSD schools.

9. SRO Selection Process. The selection of SROs will be pursuant to FSPD regulations relative to Specialized and Temporary Assignments.

10. Liability. In the event of claims for injury or other loss said to be the result of acts or omissions by an SRO acting pursuant to this MOU, it shall be understood that the SRO is acting as an agent of the City and not that of the FSPSD. The defense of any such claim(s), including legal fees, shall be the sole responsibility of the City. Any defenses available to an SRO pursuant to either state or federal law shall remain in effect.

11. SRO Dismissal.

- a. In the event the Principal of any school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, that Principal shall contact the SRO Supervisor. The SRO Supervisor shall meet with the SRO to discuss and/or resolve any problems which may exist. In the event the Principal is still not satisfied, he/she shall

contact the SRO Supervisor and the FSPSD Superintendent or his/her designee. The SRO Supervisor shall then advise the Chief of Police of the Principal's request and the initial attempt to rectify the situation. If the Chief of Police desires, the Principal, Superintendent and Chief of Police, or their respective designee(s), shall meet with the SRO in an effort to resolve any problems which may be perceived to exist.

- b. The Chief of Police may, at the Chiefs sole discretion, relieve or reassign any SRO.

12. Term. The term of this MOU shall be from the effective date until June 30, 2020, unless terminated in writing earlier by either Party.

13. Termination. This MOU may be terminated at will by either Party upon thirty (30) days' written notice to the other party.

14. Notice. Any notices given by a Party under this MOU shall be forwarded to the other Party as follows:

To the City:

Chief of Police  
Fort Smith Police Department  
100 S. 10th Street  
Fort Smith, AR 72901

To the FSPSD:

Bill Hollenbeck  
Chief of Police  
Fort Smith Public Schools  
3205 Jenny Lind  
Fort Smith AR 72901

14. Final Agreement. This MOU constitutes a final written expression of all the terms and conditions of the agreement between the Parties and is a complete and exclusive statement of those terms. This MOU supersedes any and all other agreements or Memorandums of Understanding between the FSPSD and the City. The Parties agree that the previous Memorandums of Understanding entered into between them in 2009 and 2014 are hereby cancelled and terminated.

[remainder of page intentionally left blank; signature page to follow]

RESOLUTION NO. R-148-19

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT SMITH, ARKANSAS POLICE DEPARTMENT, AND THE FORT SMITH PUBLIC SCHOOL DISTRICT CONCERNING THE PROVISION OF FOUR FORT SMITH POLICE OFFICERS AS SCHOOL RESOURCE OFFICERS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

Section 1. The Memorandum of Understanding between the City of Fort Smith, Arkansas, and the Fort Smith Public School District, which shall be substantially in the form attached hereto, is hereby approved and provides for the terms, conditions, and mutual understandings concerning the provision of four Fort Smith Police Officers to the School Resource Officer (SRO) program between the two parties.

Section 2. The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute this Memorandum of Understanding to which the City of Fort Smith is a party.

THIS RESOLUTION ADOPTED THIS 17<sup>th</sup> DAY OF September, 2019.

APPROVED:

[Signature]  
MAYOR

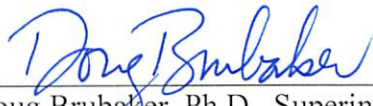
ATTEST:

[Signature]  
CITY CLERK


Approved as to form:

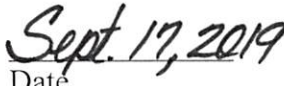
[Signature] npr  
City Attorney

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized representatives.


  
\_\_\_\_\_  
Doug Brubaker, Ph.D., Superintendent  
Fort Smith Public School District

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
George McGill, Mayor  
City of Fort Smith, Arkansas

  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Sherri Gard, City Clerk