

City of Fayetteville Staff Review Form

2019-0656

Legistar File ID

11/5/2019

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Mike Reynolds

10/16/2019

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a memorandum of understanding (MOU) with the Fayetteville Public Schools (FPS) to provide two (2) additional School Resource Officers (SRO) through an expansion of sworn personnel to include one (1) sergeant and one (1) officer position and budget adjustment in the amount of \$42,238 to fund the expansion of two (2) Full-time Equivalent (FTE) positions.

Budget Impact:

1010.200.2900-various

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 42,238.00

Remaining Budget \$ 42,238.00

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

V20180321

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF NOVEMBER 5, 2019

TO: Mayor and City Council *Mike Reynolds*
FROM: Mike Reynolds, Chief of Police
DATE: October 16, 2019
SUBJECT: School Resource Officers Expansion

RECOMMENDATION:

Staff recommends approval of a memorandum of understanding (MOU) with the Fayetteville Public Schools (FPS) to provide two (2) additional School Resource Officers (SRO) through an expansion of sworn personnel to include one (1) sergeant and one (1) officer position and budget adjustment in the amount of \$42,238 to fund the expansion of two (2) Full-time Equivalent (FTE) positions.

BACKGROUND:

Fayetteville Police Department (FPD) has provided SROs to FPS for approximately 20 years. In the early 2000s, we provided two (2) SROs to FPS where FPS paid the salaries and FPD paid the benefits. In 2013, we were able to add three (3) SROs assigned to the FPS via a Community Oriented Policing grant with FPD and FPS sharing the proportionate local match requirements based on number of days in the school year. When grant funding ended in 2017, the 5 SROs continued their assignments to FPS with cost sharing arrangements based on 178 days at FPS and 82 days at FPD. Today, FPD maintains 5 SROs assigned to FPS.

DISCUSSION:

A request for two (2) additional SROs, for a total of seven (7), has been made by FPS for expanded school coverage. Current FPD staffing levels do not allow for additional SROs to be assigned without increasing FTEs. FPD is requesting approval of a sergeant and officer positions to meet the law enforcement presence needs for FPS. As stipulated in the MOU, FPS will reimburse expenses for these two (2) SROs at a rate of \$46.99 per hour for straight time and \$60.22 per hour for overtime based on days worked at FPS. A sergeant position is necessary to meet the supervisory needs of the SRO Program and be the daily point of contact for FPS Administration. Our tentative implementation timeline for the new SROs is to assign a sergeant to FPS on December 2, 2019 and assign the officer on January 6, 2020; this timeline is contingent on staffing levels.

BUDGET/STAFF IMPACT:

The annualized full cost budgeted expense for these two (2) SRO positions total \$196,679 with FPS reimbursing \$134,649 resulting in a net annual increase of \$62,029. Staff requests approval of a FY2019 budget adjustment in the amount of \$42,238 for the expansion of two (2) FTE positions to include salary, benefits, uniforms and equipment. FY2020 expenses will be included in the annual budget process.

Attachments:

Budget Adjustment
Memorandum of Understanding

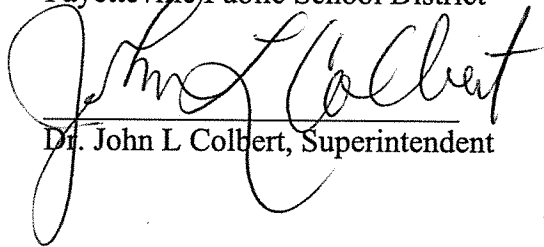
MEMORANDUM OF UNDERSTANDING
BETWEEN
FAYETTEVILLE PUBLIC SCHOOL DISTRICT
AND
THE CITY OF FAYETTEVILLE

This Memorandum of Understanding (MOU) is entered into on November 1, 2019, between the Fayetteville Public School District and the City of Fayetteville.

The Fayetteville Public School District and the City of Fayetteville mutually agree as follows:

1. The City of Fayetteville will provide two (2) full-time police officers (one sergeant and one officer), to carry out duties as outlined in the attached goals and duties.
2. The Fayetteville Public School District will pay the City of Fayetteville at the rate of \$46.99 per hour per officer for hours worked at or for the Fayetteville Public School District as outlined in the attached procedures. The City of Fayetteville will pay the difference in cost between the officer and sergeant hourly rate for the sergeant position.
3. The Fayetteville Public School District will pay the City of Fayetteville at the rate of \$60.22 per hour for the officer and sergeant covered under this MOU for all after hours worked at or for the Fayetteville Public School District as outlined in the attached procedures.
4. Hourly rates will be reviewed and adjusted annually on or before July 1st to reflect any changes in benefits or pay compensation increases.
5. This MOU will remain in effect from November 1, 2019 to May 31, 2024.
6. This MOU can be terminated by either party with 60 days' notice.
7. This MOU can be revised or modified if both parties are in agreement.
8. The attachment is incorporated by reference and is a part of this MOU.

Fayetteville Public School District



Dr. John L. Colbert, Superintendent

City of Fayetteville

Lioneld Jordan, Mayor

Sondra Smith, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
FAYETTEVILLE PUBLIC SCHOOL DISTRICT
AND
THE CITY OF FAYETTEVILLE

ATTACHMENT

Goals:

1. The goals of having City of Fayetteville police officers assigned to work in the Fayetteville Public Schools are to provide a safe learning environment and to improve relationships between law enforcement officers and today's youth. Furthermore, the addition of a police sergeant to directly supervise six (6) officers assigned to the Fayetteville Public Schools will provide proper direction and communication between school administrators and the Fayetteville Police Department.
2. The first priority of the officers is the protection of students and staff from negative influences and to assist in the maintenance of order in the school.
3. The second priority is to act as advisors to the school staff in safety matters, violence reduction strategies and legal aspects of the activity of students.
4. The third priority is to provide positive role models to the students and to foster better understanding between the law enforcement community and the students and staff.

Sergeant Duties and Responsibilities

1. The SRO sergeant will perform the duties of a school resource officer as needed.
2. The SRO sergeant will be the liaison between FPD and school district administration and he/she will ensure open lines of communication between both organizations.
3. The sergeant assigned to the SRO program will be available both during, and after school hours to assist school district administrators with any issues that may arise.
4. The SRO sergeant will coordinate active investigations between SROs and FPD's Criminal Investigations Division (CID) to ensure follow-up and completeness of investigations.
5. The SRO sergeant will verify accuracy, completion, and neatness of SRO reports.

General Duties and Responsibilities:

1. The officers are not school disciplinarians. It is the duty of school administration to direct any school related discipline.
2. The officers, whenever possible, will be available for conferences with students, parents and faculty members to assist them with problems of a law enforcement or crime prevention nature.
3. The officers will be familiar with the community agencies which offer assistance to students and their families, such as mental health clinics, drug treatment centers, etc.
4. When working at the school, the officers will be uniformed and armed at all times.

5. The officers shall take law enforcement action as required. As soon as practical the officers shall make the school administration aware of such action. At the school administrator's request, the officers shall take appropriate law enforcement action against intruders and unwanted visitors on school property.
6. The officers will be available during school hours to assist school personnel on other campuses throughout the district. This will be limited to dealing with situations that are deemed critical by the administration.
7. The officers shall assist in enforcing school rules including monitoring student movements in the halls and parking lots, checking student passes, traffic issues, etc.
8. The officers shall assist the school administration in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from a student's unrest.
9. Should it become necessary to conduct formal police interviews with the students, the officers shall adhere to school board policy, police policy, and legal requirements with regard to such interviews.
10. The officers will serve as the school-based contact for students who are in the juvenile court system.

Procedures:

1. The City of Fayetteville will bill the Fayetteville Public School District monthly for hours worked by each officer.
2. The officers will work 8 hours per day for the 178 days that school is in session. The school administrator will assign hours after consultation with the Chief of Police (or designee). The school district will pay \$46.99 per hour per officer (Step H Corporal) for the initial 8-hour workday and \$ 60.22 per hour per officer for overtime hours worked.
3. The Fayetteville Public School District will pay a one-time start-up cost of \$16,004.00 per officer for uniforms, ballistic vests, body worn cameras, duty weapon, radio, academy training and field training. After the first year, the Fayetteville Public Schools will pay \$600.00 per officer annually for uniform and equipment upkeep.
4. The City of Fayetteville will provide any other benefits and equipment not paid in the Fayetteville Public School District hourly rate necessary for the performance of officer's duties.
5. The Fayetteville Public School District will provide office space for the officers.
6. The Fayetteville Public School District will provide training for the officers on appropriate responses to specific situations involving students with special needs.
7. The officers shall keep a copy of all policy and school reports regarding criminal incidents at the school.
8. The officers will not take part in any school disciplinary actions; they will only accompany the school interviewer if there is a threat of violence, or if drugs or weapons are involved. If the incident is a violation of the law, the officers may assist in determining if law enforcement action is appropriate.
9. The officers will not transport a sick or injured child for medical assistance or provide escort with police vehicles for school personnel. The officers will have a patrol unit to transport students in a situation related to their law enforcement functions (arrest, etc.) The officers may assist the administration in escorting students who are violent or have

threatened violence toward school employees from the campus. It shall be the school's responsibility to release the juvenile according to school policy.

10. The officers shall be equipped with a radio that will enable them to have direct contact with the City of Fayetteville. The officers will be responsible for determining the need for additional police presence or assistance on campus and will make such request when needed.

Officer Employer:

The officers working at the Fayetteville Public School District will remain the employees of the City of Fayetteville and not employees of the Fayetteville Public School District. The City reserves the right to assign appropriately trained uniform police officers to perform these duties; however, the City of Fayetteville and the Fayetteville Public School District will consult and collaborate on the police officers to be assigned and the location of assignment. In the event of a dismissal, reassignment, or in the case of an extended absence of an officer for more than twelve weeks, the City will make all attempts to provide a replacement officer for the position. This replacement could become permanent depending on the length and cause of the officer's absence.