

ATTEST:

APPROVED:

Allison Segars, City Clerk

Frank Scott, Jr., Mayor

APPROVED AS TO LEGAL FORM:

Thomas M. Carpenter, City Attorney

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**SETTLEMENT AGREEMENT, REINSTATEMENT TERMS,
AND FULL RELEASE**

This Settlement Agreement, Reinstatement Terms, and Full Release ("Agreement") is entered into by and between Michael Wilbanks ("Wilbanks") and City of Little Rock, Arkansas, by and through the Little Rock Police Department ("LRPD") (collectively, the "Parties").

1. Background and Purpose

Wilbanks was terminated from employment with the Little Rock Police Department effective January 14, 2025, and subsequently appealed that termination to the Little Rock Civil Service Commission ("Commission").

The Parties desire to resolve fully and finally Wilbanks's appeal and all matters arising out of his employment, discipline, and termination, without admission of liability. This Agreement constitutes a negotiated compromise of disputed claims.

2. Withdrawal and Dismissal of Appeal

Wilbanks agrees to irrevocably withdraw his appeal of termination pending before the Little Rock Civil Service Commission in Case No. CSC-25-002.

Wilbanks further agrees that the appeal shall be dismissed with prejudice, and he waives any right to reinstate, reopen, or otherwise challenge the dismissal.

3. Demotion in Lieu of Termination

In full resolution of the appeal:

- a. Wilbanks agrees to a demotion from the rank of Sergeant to the rank of Patrol Officer.
- b. Wilbanks expressly waives any claim to reinstatement at any rank higher than Patrol Officer.

4. Conditions Precedent to Reinstatement

Reinstatement under this Agreement is expressly conditioned upon Wilbanks's successful completion of all return-to-duty requirements applicable to Patrol Officers, including but not limited to:

- A standard Medical/Psychological screening
- Drug screening
- Background check
- Possession of a valid Class D Driver's License.

Wilbanks has successfully completed all the return-to-duty requirements and will be reinstated effective Monday, January 12, 2026.

5. Employee Assistance Program Participation and Fitness for Duty

a. As a non-disciplinary, administrative condition of reinstatement, and consistent with the Little Rock Police Department General Orders governing employee wellness, fitness for duty, and safe performance of essential job functions, Wilbanks agrees to enroll in and participate in the City of Little Rock Employee Assistance Program ("EAP").

b. EAP participation shall be job-related and consistent with business necessity, imposed for the purpose of ensuring Wilbanks's ability to safely, professionally, and effectively perform the essential duties of a Patrol Officer, and shall not be imposed as discipline nor based upon any diagnosis, perceived disability, or protected medical condition.

c. Wilbanks's EAP participation shall be time-limited to a period not to exceed six (6) months following the effective date of reinstatement, unless earlier completed or terminated by the EAP provider.

d. Wilbanks shall comply with all reasonable participation requirements of the EAP, including attendance and cooperation, as determined by the EAP provider in accordance with LRPD policy.

e. Wilbanks authorizes the EAP provider to disclose to LRPD confirmation of enrollment, continued participation, and successful completion only, consistent with LRPD General Orders and confidentiality requirements. No diagnostic information, treatment records, or counseling content shall be disclosed.

g. Failure to enroll in, participate in, or complete the EAP program within the six-month period, or a determination of not fit for duty following a fitness-for-duty evaluation conducted pursuant to LRPD General Orders, shall constitute a failure of conditions precedent to continued employment under this Agreement and may result in separation from employment, consistent with LRPD policy and applicable law.

i. Nothing in this Agreement limits LRPD's obligation, where applicable, to engage in the interactive process or to provide reasonable accommodation as required by law.

5. Automatic Termination Revival Clause

If reinstatement is voided pursuant to Section 4, Wilbanks agrees that:

- His original termination shall be deemed affirmed;
- No further disciplinary process or hearing shall be required; and
- The Commission shall have no jurisdiction to review the matter.

6. Back Pay

a. Upon reinstatement LRPD shall pay Wilbanks back pay at the Patrol Officer rate, not the Sergeant rate, from January 14, 2025, through the effective date of reinstatement.

b. No benefits, leave, or seniority shall accrue at the Sergeant level.

c. Back pay shall be paid through the City's regular payroll system and shall be issued no later than the January 30, 2026 payroll date, provided this Agreement has been fully executed by all Parties.

d. All applicable taxes, withholdings, and statutory deductions shall be applied.

7. Benefits and Seniority

Upon reinstatement, Wilbanks's benefits, including retirement benefits and sick leave, and seniority shall be restored only as consistent with Patrol Officer status, applicable law, and governing pension rules as if he remained continuously employed during the back pay period. Specifically:

a. Upon reinstatement, Wilbanks's leave balances shall be restored and adjusted to reflect continuous employment as a Patrol Officer from January 14, 2025, through the effective date of reinstatement, subject to applicable law and City policy.

b. Leave balances shall be calculated and restored as follows:

i. Discretionary Leave: Forty (40) hours for calendar year 2026.

ii. Bonus Leave: Zero (0) hours.

iii. Compensatory Time: Zero (0) hours.

iv. Military Leave: One hundred sixty-eight (168) hours carried forward.

v. Sick Leave: Nine hundred forty-three and 9078/10000 (943.9078) hours, plus all accruals during the back pay period.

vi. Vacation Leave: All accruals during the back pay period, net of the prior payout of 398.83 hours.

c. All corrective payroll and leave entries shall be completed during the payroll run in which back pay is issued.

8. Personnel Records

Wilbanks agrees that LRPD may maintain personnel records accurately reflecting:

- His termination;
- The filing and dismissal of his appeal;
- His demotion from Sergeant to Patrol Officer; and
- The resolution of the matter by settlement.

Nothing in this Agreement requires expungement or alteration of existing records.

9. Comprehensive Release and Waiver of Claims

Wilbanks knowingly and voluntarily releases and forever discharges the City of Little Rock, LRPD, the Civil Service Commission, and all current and former officials, officers, employees, and agents from any and all claims, whether known or unknown, arising out of or relating to his employment, discipline, termination, appeal, or reinstatement.

This release expressly includes, but is not limited to, claims under:

- 42 U.S.C. § 1983
- The United States Constitution
- The Arkansas Civil Rights Act
- Any claim for reinstatement, front pay, back pay beyond this Agreement, emotional distress, or attorney's fees

Wilbanks acknowledges that he has had the opportunity to consult counsel and enters this release knowingly, voluntarily, and intelligently.

10. Waiver of Future Challenges

Upon reinstatement, Wilbanks agrees that he will not file, pursue, or assist in any grievance, appeal, administrative complaint, or civil action challenging the discipline, demotion, reinstatement terms, or personnel actions addressed herein.

Any violation of this section constitutes a material breach.

11. Confidentiality and FOIA Acknowledgment

a. Wilbanks agrees not to publicly disclose the terms of this Agreement, except as required by law.

b. Wilbanks acknowledges that the City of Little Rock is subject to the Arkansas Freedom of Information Act; however, this incident will be deemed not to have resulted in suspension or termination and will, therefore, be exempt from disclosure under the Arkansas Freedom of Information Act.

12. No Admission of Liability

This Agreement does not constitute an admission of wrongdoing or liability by either party.

13. Governing Law

This Agreement shall be governed by the laws of the State of Arkansas.

14. Entire Agreement


This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations or agreements.

EXECUTED this ____ day of _____, 2025

MICHAEL WILBANKS

Signature: Michael Wilbanks

CITY OF LITTLE ROCK / LRPD

By: 
Title: City Manager