



Staff Analysis and Report to the Board

Board Meeting/Work Session Date: October 9, 2018
Senior Lead: Stephanie Soden, Chief of Staff
Department Lead: Brian Martinek, Interim Director of Security
Staff Lead:

SUBJECT: Memorandum of Understanding between the City of Portland, through the Portland Police Bureau, and Portland Public Schools

I. BACKGROUND

Portland Public Schools has historically relied upon school resource officers (SRO) to provide safety and security services in our schools. SROs are police officers who are specially trained to work with student populations and school communities in a restorative justice and trauma informed, best practices approach. In the early 2000s, the school police officers, previously employed by the district, were transferred to the Portland Police Bureau (PPB), and, since that time, PPB has managed both the recruitment and performance of these officers as well as the associated personnel and overhead costs.

This collaborative partnership has served PPS students, families and staff well however, to date, the parties have operated under an informal and non-binding agreement. To ensure fairness, consistency and adequate school coverage, PPS Superintendent Guerrero and PPB Chief of Police Outlaw recommend that the working agreement be formalized through the adoption of a Memorandum of Understanding (MOU). This staff report accompanies the MOU that is to be considered by the Portland Public Schools Board of Education and Portland City Council.

II. RELATED POLICIES/BEST PRACTICES

Staff analysis concludes that major urban school districts in the United States and most districts throughout the state of Oregon manage their school resource officers and school safety/security plans through formal memorandums of understanding. Payment by the school district for SRO services provided by a local police agency is consistent in nearly all operating agreements and MOUs.

III. ANALYSIS OF SITUATION

The attached MOU is intended to operationalize the existing working agreement between the two agencies as well as enhance the service level to PPS. It is based upon national best practices including the US DOJ's SECURE (Safe School-based Enforcement through Collaboration, Understanding and Respect recommendations) Framework.

Key aspects of the MOU include:

- Clarification of roles, responsibilities and duties of PPB and PPS staff;
- Terms and dispute resolution methodology;
- Pertinent rules and laws required to be followed; and

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- Terms and dispute resolution methodology;
- Pertinent rules and laws required to be followed; and
- Assignment and payment of costs.

The MOU includes additional components that are not part of the current informal agreement, most notably, cost sharing by PPS and PPB to cover SRO personnel and overhead costs; increased school coverage from 4 days/week coverage; and exclusive dedication to PPS of 9 SROs and 2 Sergeants to cover the 9 PPS high school clusters 5 days/week. The details of these two provisions are outlined in section X on page 9.

IV. FISCAL IMPACT

The fiscal impact associated with the Board of Education's adoption of this MOU is as follows:

- FY 2018-19: \$364,000
- FY 2019-20: \$1,141,124
- FY 2020-21: \$1,141,124 + 3.0% COLA
- For FY 2021-22 and 2022-12, 3.0% COLA is added each year to previous year's base

V. COMMUNITY ENGAGEMENT (IF APPLICABLE)

Early draft versions were shared with the following organizations:

- Multnomah County Local Public Safety Coordinating Council

VI. TIMELINE FOR IMPLEMENTATION/EVALUATION

The MOU takes immediate effect upon approval by the PPS Board of Education and the Portland City Council.

For MOU evaluation purposes, expectations are articulated in the MOU that, at a minimum, prior to the beginning of the school year, the PPB Youth Services Division Captain or their designee will meet with the SRO and principal of each high school, followed by a second semester check-in meeting. In addition, joint PPB/PPS trainings will occur quarterly. It is also anticipated that Chief Outlaw and Superintendent Guerrero will meet regularly to discuss and resolve any issues that may arise from the MOU.

VII. BOARD OPTIONS WITH ANALYSIS

Adoption of the MOU provides clear expectations, goals, duties and responsibilities for PPS and PPB staff and ensures full coverage of 9 exclusively dedicated SROs, 5 days per week.

Without the MOU, PPS is at risk of inadequate safety and security coverage of the 9 clusters. PPB cannot guarantee even 4 days/week coverage and cannot continue to afford the costs of dedicating SROs to each of the 9 PPS high school clusters. It is anticipated that, over time, due to rising costs and ongoing and increasing personnel shortages, PPB will not be able to guarantee that trained SROs will be available to respond to school safety and security concerns.

I have reviewed this staff report and concur with the recommendation to the Board.



Guadalupe Guerrero
Superintendent
Portland Public Schools

October 4, 2018
Date

ATTACHMENTS

- A. MOU; Addendum A
- B.
- C.

PPS District Priorities FY 2018-19

- 1. Set a clear Vision and Strategic Plan*
 - 2. Create equitable opportunities and outcomes for all students*
 - 3. Ensure systems and structures for performance*
 - 4. Allocate budget, funding and resources to achieve desired outcomes*
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**Memorandum of Understanding
Between
The City of Portland, through the Portland Police Bureau
and Portland Public Schools**

This Memorandum of Understanding (MOU) is entered into between the City of Portland, through the Portland Police Bureau (“CITY” or “PPB”), and Multnomah County School District #1J (“Portland Public Schools” or “PPS”). In the effort to co-produce strategies and practices that lead to a respectful, inclusive and safe environment for all students, staff, community and police, this MOU outlines expectations and understandings related to School Resource Officers (“SRO”) assigned to work with Portland Public Schools.

I. Purpose

The framework of the PPB and PPS SRO program is provided by guidance from the United States Department of Justice (DOJ). This is done through the DOJ’s “SECURE Framework” (Safe School-based Enforcement through Collaboration, Understanding, and Respect recommendations). Accordingly, this agreement is entered into in the interest of creating a sustainable partnership, ensuring that constitutional and statutory civil rights requirements are met, effective SRO and school staff recruiting and hiring takes place, relevant training is provided to personnel, good performance is recognized, and that SROs and school staff are continually evaluated.

This agreement is meant to provide the parameters for the working relationship between the Parties during times when daily school district operations or district sponsored events or activities are concerned. The Parties recognize that in the event of a public safety threat or crisis event, first responders will respond according to their department policies and state law.

SROs are not hired to augment school discipline policies or practices. SROs provide a law enforcement resource within the schools. SROs have the authority to assist school officials with maintaining school discipline, but will only exercise this authority at their discretion in cases concerning safety. SROs should not be used to participate in minor disciplinary matters or enforcement of administrative school rules.

II. Definitions

- a. School Resource Officer: An SRO is a sworn law enforcement officer who performs the equally important duties of a public safety officer, a mentor/informal counselor, and a guest lecturer/informal educator. SROS are police officers employed by the City of Portland, not to be used for school discipline.
- b. Youth Services Division (“YSD”: The Division of the Portland Police Bureau that concentrates on youth related matters, including the assignment and supervision of SROs.

III. Term of Agreement/Modifications/Termination

The term of this agreement will commence September 12, 2018. Unless terminated sooner in accordance with paragraph (e) of this section, this agreement is valid for 5 years, ending on June 30, 2023, the last day of FY 2022/2023. The parties agree to review this document on a quarterly basis during its' first year for any possible modifications. After the first year, it shall be reviewed by the parties at least once annually for the purposes of adjustments, as necessary.

- a. All parties agree to work together to attempt to overcome challenges and resolve issues and to strive to maintain a sustainable partnership throughout this review and renewal process.
- b. Any modification of this agreement must be discussed and agreed upon by both PPB and PPS.
- c. With the exception of the initial quarterly reviews of this agreement, it is understood that before any major modification of this agreement, except in cases of emergency modification or renewal involving minor modifications, that efforts will be made to engage community stakeholders.
- d. Legal counsel will participate in any modifications of this agreement.
- e. Either party may terminate this agreement by providing written notice to the other party no later than January 1 of the school year in which the notice of termination is given.

IV. Duties and Responsibilities of PPB and SROs

- a. Officers assigned to SRO duties fall under the command, supervision and direction of the Youth Services Division of the Portland Police Bureau, and are subject to all policies and directives of the PPB. SROs shall remain employees of CITY and PPB for all purposes at all times and are not employees of PPS for any purpose.
- b. PPB is solely responsible for the recruitment, employment and assignment of officers to SRO positions and for the provision of necessary training and equipment to SROs.
- c. PPB will strive to assign officers to SRO positions who have demonstrated experience, training and capacity for work in areas of community policing, youth engagement, trauma-informed practice, the multidisciplinary threat assessment process, and restorative justice.
- d. The SRO and any PPB Officers, working with or interactive with a school in PPS, shall comply with PPB Directives and all applicable state, local and federal laws and ordinances, to include the Family Educational Rights and Privacy Act (FERPA) and Criminal Justice Information Services (CJIS) guidelines and requirements.

- e. The YSD Captain (or designee) shall consult with PPS administrators prior to the assignment of an SRO to identify any special needs or concerns to be taken into consideration during the selection process.
- f. YSD will maintain an on-call supervisor to insure a timely response to urgent public safety needs on the part of the district.
- g. YSD will ensure that all SRO's are familiar with the PPS multi-hazard emergency response plan and that, whenever possible, SROs will participate in the mandatory emergency drills.
- h. The YSD Captain (or designee) will coordinate the planning, budgeting, management and agency leadership for the SRO program, provide program monitoring and assistance with problem solving, and will handle overall coordination and communication between PPS and PPB as a whole. As such, the YSD Captain (or designee) will attempt to resolve disputes that may arise between SROs and school staff, which may include reassignment of the SRO. The input and feedback of administrators, students and school staff is valued and an important consideration in SRO deployment. The YSD Captain (or designee) will consult with PPS staff regarding the assignment of SROs, and the final placement of SROs will ultimately be at the discretion of the YSD Captain.
- i. PPS recognizes the importance of building positive relationships between police officers and the youth they serve. Accordingly, and to the extent possible, SROs will participate in positive student activities in the school community in order to build trusting and respectful relationships with students, families and staff. Based on availability of time and resources, SROs may offer the following to PPS schools:
 - i. Attendance at staff meetings
 - ii. Providing classroom instruction as an informal instructor or guest teacher in subjects mutually agreed upon by PPS staff and YSD staff. Appropriate curriculum constantly changes based on each community's needs, and is commonly provided through government as well as private programs.
 - iii. Providing tailor-made classroom engagement opportunities after a needs assessment with school staff
 - iv. Attendance at parent-teacher organization meetings
 - v. Attendance at student academies
 - vi. Participation in other relationship-building opportunities such as talent shows, assemblies and field trips
 - vii. Participation in positive relationship-building events and opportunities with the school communities at large
 - viii. Providing public safety services for after-hours Portland Public School events, to include sports, dances, and other school activities. The services specific to this subsection require authorization by the PPB by means of a Special Duty Employment for Second Employers contract. Other scheduling options are at the discretion of the YSD

Captain (or designee) and subject to the terms of the PPA labor agreement.

- j. SROs will be trained in, use, and maintain current knowledge of criminal justice alternatives such as referrals to Restorative Dialogues, prevention and mentoring programs and other pro-social activities to improve successful outcomes for youth.
- k. YSD will maintain a team of SROs with current nationally recognized SRO certifications, case law updates, and threat assessment processes.

V. Duties and Responsibilities of PPS

- a. PPS holds the primary responsibility of enforcement of school policies, rules, and the disciplinary role on school sites. SROs augment school staffing and work onsite at schools but discipline is the responsibility of school administrators. Participation by an SRO in a disciplinary matter that is requested by school administration will only be in cases involving criminal activity and/or public safety. School officials will not relegate their responsibility in disciplinary matters to police.
- b. PPS recognizes that students that are very young (i.e. under the age of 10) and/or experiencing a mental health crisis are better served by resources offered by Student Support, Health and Wellness Services Staff, the Crisis Line, Crisis Respond, parents and guardians and not law enforcement.
- c. PPS will ensure that school staff are trained on the roles, responsibilities and the limitations of SROs.
- d. PPS will provide training to SROs on the Culturally Responsive Positive Behavioral Interventions and Supports (PBIS) framework in recognition of the critical role in the overall promotion of a healthy school climate.
- e. SROs will augment school site administrators, faculty, and security staff to keep schools safe from intruders. As practicable, the SRO will work with school security to identify security issues and take reasonable steps to create a safer environment for students. However, the SRO is neither a member of security staff nor a supervisor of security officers, who report to the PPS Director of Security Services. SROs report to the command structure of PPB. SROs are expected to handle calls for police service at the school site. It is understood that each SRO is responsible for a cluster of schools which require the SRO's attention. In the event of an immediate emergency, if the SRO is unavailable, the primary responding officers may be a non-SRO.
- f. Staff members and site administrators shall request police assistance when necessary to protect the physical safety of students and staff, when required by law, or when appropriate to address criminal activity. Emergency police assistance will be requested by calling 911. Non-emergent criminal activity will be reported via non-emergency dispatch (503-823-3333). Police dispatch services are provided by the City of Portland's Bureau of Emergency

Communications (BOEC) via these channels. It is understood that calls for service at or involving schools normally will be dispatched to SROs and will only be dispatched to patrol units in the event of SRO unavailability or emergency, consistent with BOEC protocols and policy. Staff will not call SROs directly for service requests, as this inhibits both overall situational awareness for PPB and the appropriate deployment of resources.

- g. PPS administrators will make immediate parental or guardian notification upon the arrest or prior to a custodial interview of a student taking place, except when the child is taken into protective custody as a suspected victim of child abuse. If a student is to be interviewed as the suspect of a school-based crime by police, PPS administrators will notify a parent or guardian prior to the interview.
- h. PPS will maintain a comprehensive multi-hazard emergency operation plan. PPS will collaborate with YSD on an annual review and update of the plan. PPS will ensure that all PPS personnel are trained on the plan and that all school campuses participate in the mandatory emergency drills. PPS will also maintain a site vulnerability audit process and share this information with YSD for input and analysis.
- i. PPS will consult with an SRO or a YSD representative on an ongoing basis throughout the master planning and design phases of all new and modernized school buildings and campuses.
- j. PPS is responsible for the annual negotiation and maintenance of a Special Duty Employment for Second Employers contract with PPB to insure adequate security and safety at after-hours PPS events.
- k. The overall responsibility for safety and security planning at PPS sites and events lies with PPS administration. YSD staff are an important strategic partner in this process, will share information and provide expertise in an advisory capacity. Administrators have the legal authority and responsibility to exclude and/or trespass individuals that engage in problematic behavior from school property during both routine operations and after-hours events. PPB officers have the power to override the authority of school staff in emergency and crisis situations.
- l. In the interests of both promoting student privacy and a safety teamwork approach with staff, each PPS comprehensive high school shall make every effort to provide an office space for the assigned SRO that can be locked and secured. Only SROs, administrators, and sworn personnel will have access to this space. SROs will be allowed to maintain secured files, a computer with PPS network access, and other necessary equipment for duties in this space. This space will be the preferred location for student interviews by SRO's.
- m. PPS will allow PPB to use PPS sites for first responder training whenever feasible. This will typically be during school breaks when the sites are not otherwise being used by students and staff.

- n. PPS will work with PPB to gather data that informs the administration on the negative effects of disciplinary procedures for use in evaluating and revising district-wide policies.
- o. PPS Director of Security (or designee) will maintain a method for the sworn member of PPB's On-Call YSD member to contact a counterpart in the PPS security team in the event of after-hours threats and/or other immediate public safety concerns. The PPS Director of Security (or designee) will ensure the YSD on-call member is kept informed as to the PPS point of contact for such after-hours threats or emergencies.

VI. Mutual Duties and Responsibilities

- a. PPB members are obligated to follow PPB Directives and SOPs, as well as state, local and federal laws. PPS employees are similarly obligated to follow district policies and procedures as well as local, state and federal laws.
- b. In an effort to maintain an atmosphere of mutual cooperation, it is understood by all parties that PPS Staff is responsible for maintaining a safe school environment, and that SROs will augment these efforts through their police roles and responsibilities. The responsibility for maintaining positive relationships with staff, police, students, parents and the community is a mutual responsibility of both SROs and PPS Staff alike.
- c. For the purposes of this MOU, a school campus includes buildings, grounds, parking lots, lockers, and other School District property or sites used for the purpose of official PPS duties and functions.
- d. The SRO, like all PPB Officers, is a sworn member of the PPB assigned to provide law enforcement expertise and resources to school site staff in maintaining safety within their assigned schools. Although the SRO and any other Portland Police Officers are supervised by PPB, and not PPS, the SRO and PPB Officers working with or interacting with a school in PPS shall, when feasible, take reasonable steps to work cooperatively with school administrators consistent with his/her responsibilities and perform the duties outlined in this MOU in accordance with the policies, rules and regulations of PPS and PPB.
- e. PPB and PPS will exchange information as necessary to carry out their functions under this MOU in accordance with all applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), and subject to the requirements and limitations of access to Criminal Justice Information System (CJIS) records and information. PPS may not provide FERPA protected information to the PPB except as provided under 34 CFR 99.36. Any shared data, records or information will not be re-disseminated without the express permission of the originating entity. For purposes of the Oregon Public Records Law, any shared records remain the records of the

originating entity and will be subject to all applicable prohibitions against or exemptions from public disclosure under the Public Records Law.

- f. Notwithstanding paragraph (e), the parties to this agreement recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records (34 CFR 99.33; 34 CFR 99.67). Consistent with FERPA's requirements, personally identifiable information obtained by the CITY in the performance of this agreement may not be disclosed to third parties without written consent from both a student's parent or guardian and the District, and must be used only for the purposes identified in this agreement. Student education records may be released to DHS and the investigating agency during the course of a child abuse investigation.
- g. SROs who respond to and investigate reports of criminal behavior on school grounds or during school sponsored activities will employ a holistic and trauma-informed approach. Officers shall consider the negative outcomes that youth of color, immigrants, and other marginalized individuals experience disproportionately. When determining a course of action, officers shall consider the seriousness of the offense, the impact on the victim, and the willingness of the offender to take responsibility and try make the situation whole. Officers are cognizant of and sensitive to the potential implications for youth regarding their involvement in the justice system, and will use their best judgement when considering whether to make an arrest or referral for prosecution. Whenever possible, officers will encourage the use of restorative justice process in response to lower-level crimes.
- h. The YSD Captain (or designee) will make reasonable efforts to meet at least once per year with the SRO and site principal of each high school and may be invited by the PPS Superintendent (or designee) to one or more meetings for school site principals per year. If possible, the meeting shall occur prior to the school year to review expectations, roles, requirements and operational procedures with SROs, principals and security staff. During the second semester, another meeting should be held to address any issues or concerns that may have arisen since the last meeting.
- i. As consistent with the recommendations of the Oregon Task Force on School Safety, both PPS and PPB shall:
 - i. Work cooperatively with the Statewide Tip Line (Safe Oregon);
 - ii. Establish and maintain a Student Threat Assessment System;
 - iii. Establish and maintain accurate floorplans for all sites;
 - iv. Utilize standardized terminology (Lockdown; Lockout; Shelter in Place; Evacuate).
- j. PPS and PPB will work collaboratively to build strong leadership and engage best practices in regards to student and school safety. Joint training will be held quarterly in the form of a partnership breakfast, where relevant topics

and trends will be discussed, subject-matter experts may be invited to speak, and experiential learning processes will be utilized (such as tabletop exercises and critical incident reviews).

- k. One goal of this MOU, with regard to language, is to create an environment of mutual respect between PPB Officers and PPS students, parents, guardians, teachers and administrators. All members of the school community shall treat each other with respect, and follow their applicable policies and directives.
- l. In the event of a critical incident at a PPS Campus, PPS and PPB will work in unified command to oversee the management of the incident. While operating under the Incident Command System model, a set of objectives and strategies will be developed that considers student, staff and officer safety the top priority. While PPS will manage the school threat assessment process, PPB will participate in this process as a partner. PPS's Director of Security (or designee) and the YSD Captain (or designee) regularly evaluate the need for, and arrange, for training in high-risk, low-frequency emergencies such as Active Shooter training.
- m. Both parties shall involve stakeholders in the revision process to implement policies that address constitutional, privacy or civil rights-related concerns.
- n. The parties shall ensure that their staff are trained on the expectations and responsibilities outlined in this document.

VII. Indemnification

- a. Subject to the provisions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, PPS shall defend, indemnify and hold harmless CITY, and each of CITY's elected officials, officers, employees and agents, from and against any and all claims, suits, actions or expenses of any kind or nature resulting from or arising out of any intentional or negligent act, error or omission of any officer, employee or agent of PPS.
- b. Subject to the provisions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, CITY shall defend, indemnify and hold harmless PPS, and each of PPS' elected officials, officers, employees and agents, from and against any and all claims, suits, actions or expenses of any kind or nature resulting from or arising out of any intentional or negligent act, error or omission of any officer, employee or agent of CITY or PPB arising out of or related to the performance of duties by PPB SROs under this MOU.

VIII. Choice of Law and Forum

This agreement shall be governed by and interpreted under the laws of the State of Oregon. Any litigation under this agreement shall be resolved in the trial court of Multnomah County, State of Oregon.

IX. Insurance

Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this agreement at levels necessary to protect against public body liability as specified in ORS 30.260, *et. seq.*

X. Reimbursement by PPS

- a. The SRO Partnership will consist of, at the minimum, having an officer assigned to each of the district's high school clusters. SRO's will spend a minimum of 90% of their on-duty time engaged in work related to PPS campus safety, excluding officer training hours and PPA contractual considerations (such as sick and/or discretionary time off).
- b. A "Cluster" is defined as: One of the 9 recognized PPS High Schools and all of its feeder schools that graduate up to that high school. The 9 recognized PPS high schools, for the purpose of this agreement, are as follows (alphabetically):
 - Benson High School Cluster
 - Cleveland High School Cluster
 - Grant High School Cluster
 - Franklin High School Cluster
 - Jefferson High School Cluster
 - Lincoln High School Cluster
 - Madison High School Cluster
 - Roosevelt High School Cluster
 - Wilson High School Cluster
- c. PPS agrees to pay, and PPB agrees to accept, as full and complete compensation to the City for SRO Partnership, on the invoicing and payment schedule provided in Addendum A attached to and incorporated into this Agreement, as follows:
 - A fixed cost of 70% of 9 SRO FTEs and 2 SRO Sergeant FTEs for 9 months of each fiscal year of this contract with the exception of FY 2018/19
 - A fixed cost of 50% of 9 SRO FTEs and 2 SRO Sergeant FTEs for 3 months of each fiscal year of this contract with the exception of FY 2018/19
 - For the partial FY 18/19, upon signing and implementation of this agreement, PPS agrees to pay, and PPB agrees to accept as full and complete

compensation to the City for SRO Partnership in FY18/19, the sum of \$364,000.

- d. It is understood for purposes of this agreement that an FTE is defined in accordance with the Labor Agreement between the Portland Police Association (PPA) and the City of Portland as a full-time officer or sergeant compensated at the top step of their classification, including annual Cost of Living Adjustments (COLA).
- e. PPS is responsible for funding requests for police presence at after-school events, when a safety need is anticipated, through Special Duty Employment for Second Employers contract. PPS agrees to provide the funding and make the requests when appropriate for such events on school property. It is understood that efforts will be made to staff school-related secondary special duty employment requests with appropriate SROs first, but non SRO PPA members may be assigned to these duties if appropriate SROs cannot be hired for these events unless otherwise specified.
- f. The parties may modify the invoicing and payment schedule provided in Addendum A by written agreement.

Signatures of Parties to this Memorandum of Understanding

Guadalupe Guerrero, Superintendent of Schools
Portland Public Schools

Date

Danielle Outlaw, Chief of Police
Portland Police Bureau

Date

Approved as to form:

PPS Legal Counsel

PPB/City of Portland City Attorney

