PORTLAND PUBLIC SCHOOLS

OFFICE OF CHIEF OF STAFF

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Date: **December 5, 2018**

To: Board of Education

From: Stephanie Soden, Chief of Staff

Subject: DRAFT Revised Intergovernmental Agreement between Portland Public Schools and Portland Police Bureau regarding School Resource Officers

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Over the past year, staff from Portland Pubic Schools and the Portland Police Bureau have been working together to formalize the current operating agreement between the two entities that governs the School Resource Officer (SRO) program.

On October 9, 2018, staff presented a draft IGA (formerly referred to as a Memorandum of Understanding or MOU) to the Board in a work session, outlining the roles, responsibilities, training requirements, communication and evaluation expectations and proposed cost sharing agreement. Feedback from the Board of Education resulted in subsequent revisions to the proposed agreement, including but not limited to:

- Greater clarity and involvement of PPS staff and students in the selection, appointment and review of SROs;
- Greater emphasis on restorative justice and trauma-informed practices to address student misconduct through alternatives other than referral to the juvenile justice system;
- Clarity of parental involvement and notification and the rights of students during custodial interviews;
- Processes for resolving disagreements between PPS and PPB if necessary beyond the school site level; and
- Annual collection and reporting of disaggregated data to the Board of Education and Portland City Council.

The Board of Education also directed staff to share the proposed agreement with students and collect feedback.

On November 27, 2018, staff presented an updated proposed IGA that included the above revisions. Staff received additional feedback from the Board and in the attached revised IGA, we have inserted new language to address the following requests:

- Make sure disaggregated student data is collected by school;

- Formalize the role of students in the first year quarterly reviews and annual years thereafter;
- Insert language that allows a building administrator or other trusted adult to be included in a custodial interview; and
- Make it clear that all custodial interviews are to be recorded.

Based on initial student feedback and ongoing concerns expressed by the Board, we scheduled a series of student engagement sessions to designed to share information about the SRO program, educate about the philosophy and training of SROs, answer questions and address concerns.

Students engagement sessions are scheduled for the following dates and times:

1. Saturday, December 1, 10-12 pm: Student Leadership Summit at Cleveland High School
2. Thursday, December 6, 11:30-12 pm: Jefferson High School
3. Thursday, December 6, 3-5 pm: District headquarters/BESC Board Room
4. Friday, December 7, 8:45-9:30 am: Roosevelt High School
5. Friday, December 7, 3:15-4:30 pm: Madison High School

A summary of comprehensive student feedback will provided to the Board prior to the December 11, 2018 meeting.

I look forward to discussing the latest IGA revisions, attached revised proposed Board resolution and the student feedback we will have received to date next Tuesday.

Staff Analysis and Report to the Board

Board Meeting/Work Session Date: **November 27, 2018**
Senior Lead: **Stephanie Soden, Chief of Staff**
Department Lead:
Staff Lead

SUBJECT: Intergovernmental Agreement 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. The primary goals of SRO agreements, across school districts nationwide and in PPS, is to formalize the processes and intent by which school district and police bureau staff work together to address student criminal misbehavior in alternative ways that avoid referral to the juvenile justice system.

In the early 2000s, PPS school police officers, previously employed by the district, were transferred to management by the Portland Police Bureau (PPB). 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 Intergovernmental Agreement (IGA). This staff report accompanies the IGA that is to be considered by the Portland Public Schools Board of Education and Portland City Council.

The Board reviewed the draft IGA in its work session on October 9, 2018 and provided feedback and proposed revisions. A summary of revisions that have been agreed to by the parties is outlined in Section III.

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 based on. Payment by the school district for SRO services provided by a local police agency is consistent in nearly all operating agreements and IGAs.

III. ANALYSIS OF SITUATION

The attached IGA 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 and modeled after similar agreements in urban school districts across the county.

Key aspects of the IGA 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
- Assignment and payment of costs.

The IGA 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.

On October 9, 2018 the Board provided feedback to staff and asked for revisions and additions to the IGA that address the following issues:

- Greater clarity and involvement of PPS staff and students in the selection, appointment and review of SROs
- Greater emphasis on restorative justice and trauma-informed practices to address student misconduct through alternatives other than referral to the juvenile justice system
- Clarity of parental involvement and notification and the rights of students during custodial interviews
- Process for resolving disagreements between PPS and PPB, if necessary, beyond the school site level
- Annual collection and reporting of disaggregated student data to the Board of Education and Portland City Council

The attached IGA includes these changes and, in addition, per Board direction, high school student council representatives were asked to review and provide feedback on the revised IGA.

IV. FISCAL IMPACT

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

- FY 2018-19: $364,000
- FY 2019-20: $1,203,940
- FY 2020-21: $1,203,940 + 3.0% PPA raise, 3.0% COLA and biennial increase for PERS OPSRP
- FY 2021-22 and 2022-23: 3.0% PPA raise, 3.0% COLA and biennial increases for PERS OPSRP added to previous year's base

V. COMMUNITY ENGAGEMENT (IF APPLICABLE)

Early draft versions were shared with the Multnomah County Local Public Safety Coordinating Council. Per Board direction at the October 9, 2018 work session, the revised IGA was shared with high school student council representatives with the assistance of PPS Board Student Representative Nick Paesler.

VI. TIMELINE FOR IMPLEMENTATION/EVALUATION

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

For IGA evaluation purposes, expectations are articulated in the IGA 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 IGA.

VII. BOARD OPTIONS WITH ANALYSIS

Adoption of the IGA 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 IGA, 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.

VIII. STAFF RECOMMENDATION

Staff recommends that the Board of Education adopt the IGA to ensure full SRO coverage 5 days/week at each of the 9 PPS high school clusters.

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

November 21, 2018

Guadalupe Guerrero
Superintendent
Portland Public Schools

Date

ATTACHMENTS

A. “MOU” between PPB and PPS
B. Addendum A “MOU Between PPB and PPS”
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***

~~Memorandum of Understanding~~Intergovernmental Agreement
Between
The City of Portland, through the Portland Police Bureau
and Portland Public Schools

This ~~Memorandum of Understanding~~Intergovernmental Agreement (IGA~~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. The main purpose of assigning SROs in schools is to maintain a safe and secure learning environment for students, staff and families.

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 to ensure the safety of students, staff and school communities. At the request of school site administrators, 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 will 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 three primary and equally-important duties: as a public safety officer, a mentor/informal counselor, and a guest lecturer/informal educator. SROs are police officers employed by the City of Portland who have undergone and are continually trained in restorative justice and trauma-informed practices. SROs are 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. Throughout the first year quarterly reviews and subsequent annual reviews, the parties agree to seek the participation and feedback of students served by the SRO program.

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. Modifications to this agreement may be made at any time upon mutual agreement between PPS and PPB.
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 at any time without cause, upon ninety (90) days written notice to the other party prior to the end of the school year. In the event this agreement is terminated without cause, the party terminating the agreement shall use their best effort to notify the other by January 1 of their intent to terminate this agreement at the end of the then-current fiscal year. ~~however, both parties agree to make their best effort to notify the other party by January 1st of their intent to terminate the agreement at the end of the current fiscal year. In the event of such termination, PPB shall be entitled to payment, calculated on a pro rata for work or services performed. In no event shall PPB be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which could have been reasonably avoided.~~

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. PPS stakeholders, including but not limited to school site administrators and student representatives, will be invited by PPB to participate as panelists during the process of interviewing SRO candidates.
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. PPB recognizes that students that are very young (i.e. under the age of 12) and/or experiencing a mental health crisis are better served by resources offered by PPS Office of Student Support Services, Student Success and Health Department staff, the Crisis Line, Crisis Respond, parents and guardians, and not law enforcement.
e. The SRO and any PPB officers, working with or interacting with a school in PPS, shall comply with PPB directives and all applicable state, local and federal laws and ordinances, including the Family Educational Rights and Privacy Act (FERPA) and Criminal Justice Information Services (CJIS) guidelines and requirements.
f. 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.
g. YSD will maintain an on-call supervisor to ensure a timely response to urgent public safety needs on the part of the district.
h. YSD will ensure that all SROs are familiar with the PPS multi-hazard emergency response plan and that, whenever possible, SROs will participate in the mandatory emergency drills.
i. 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.
j. PPB 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. 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. 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. 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.

k. 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 and to avoid, to the extent practicable, referral of youth to the juvenile justice system.
l. YSD will maintain a team of SROs with current nationally recognized SRO certifications, case law updates, and threat assessment processes.
m. PPB and PPS will collect and jointly report to the Portland City Council and PPS Board of Education annually on disaggregated data related to the SRO program, including but not limited to number of arrests, referrals to the justice system, types of crimes/incidences and a description and summary of non-arrest responses, such as the addition of school supports, counseling and restorative justice practices occurring in lieu of arrest. Data will be collected on a per school basis so that site-based trends may be identified, analyzed and addressed.

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 sole 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 threats to public safety. School officials will not relegate their responsibility in disciplinary matters to onsite SROs or police.

b. PPS recognizes that students that are very young (i.e. under the age of 12) and/or experiencing a mental health crisis are better served by resources offered by the PPS Office of Student Support Services, 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. PPS staff will not call SROs directly to request police assistance, as this inhibits both overall situational awareness for PPB and the appropriate deployment of resources. Instead, emergency police assistance will be requested by calling 911 and 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 police assistance at or involving schools normally will be dispatched to designated SRO whenever possible and will only be dispatched to patrol units in the event of SRO unavailability or emergency, consistent with BOEC protocols and policy.
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. In most cases, PPS will strive to obtain consent from the parent or guardian prior to the custodial interview except when the public or school community faces an imminent threat to safety or security. At

the request of the student, a building administrator or school-based staff member may be present for the custodial interview. Custodial interview means the questioning of a student by a law enforcement official, on school property, when the student in question is a suspect in the commission of a criminal offense, and the student is not free to leave the interview location. All custodial interviews will be recorded to create an audio record.

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 ensure 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. PPS administrators have the legal authority and responsibility to exclude and/or trespass individuals that engage in problematic behavior on school property during both routine operations and after-hours events. PPB officers have the power to override this 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 SROs. PPS will assist SROs in clearly identifying patrol cars used by SROs to distinguish between routine SRO visits in schools and PPB officers responding to criminal matters.
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 disaggregated data by school 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 and following best practices in trauma-informed responses and restorative justice principles. 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. PPS and PPB commit to provide ongoing information related to the SRO program to students to foster understanding of the program.
c. For the purposes of this ~~MOU~~IGA, 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~~ IGA 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~~ IGA 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 as an alternative to referral to the justice system.

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. It is expected that the YSD Captain (or designee), SRO, and site principal or other PPS administrators will work together to resolve issues or concerns documented by either party. In the event a mutually agreed outcome cannot be resolved, the YSD Captain and PPS site administrator will elevate the issue to the Chief of Police and PPS Superintendent for resolution.

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. The YSD Captain or designee and PPS Director of Security will coordinate joint trainings to 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~~IGA, 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~~IGA.

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~~Intergovernmenal Agreement

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Guadalupe Guerrero, Superintendent of Schools Date
Portland Public Schools

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Danielle Outlaw, Chief of Police Date
Portland Police Bureau

Approved as to form:

PPS General Counsel Date

Portland City Attorney Date

Intergovernmental Agreement
Between
The City of Portland, through the Portland Police Bureau
and Portland Public Schools

This Intergovernmental Agreement (IGA) 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. The main purpose of assigning SROs in schools is to maintain a safe and secure learning environment for students, staff and families.

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 to ensure the safety of students, staff and school communities. At the request of school site administrators, 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 will 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 three primary and equally-important duties: as a public safety officer, a mentor/informal counselor, and a guest lecturer/informal educator. SROs are police officers employed by the City of Portland who have undergone and are continually trained in restorative justice and trauma-informed practices. SROs are 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. Throughout the first year quarterly reviews and subsequent annual reviews, the parties agree to seek the participation and feedback of students served by the SRO program.

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. Modifications to this agreement may be made at any time upon mutual agreement between PPS and PPB.
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 at any time without cause, upon ninety (90) days written notice to the other party prior to the end of the school year. In the event this agreement is terminated without cause, the party terminating the agreement shall use their best effort to notify the other by January 1 of their intent to terminate this agreement at the end of the then-current fiscal year.

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. PPS stakeholders, including but not limited to school site administrators and student representatives, will be invited by PPB to participate as panelists during the process of interviewing SRO candidates.

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. PPB recognizes that students that are very young (i.e. under the age of 12) and/or experiencing a mental health crisis are better served by resources offered by PPS Office of Student Support Services, Student Success and Health Department staff, the Crisis Line, Crisis Respond, parents and guardians, and not law enforcement.
e. The SRO and any PPB officers, working with or interacting with a school in PPS, shall comply with PPB directives and all applicable state, local and federal laws and ordinances, including the Family Educational Rights and Privacy Act (FERPA) and Criminal Justice Information Services (CJIS) guidelines and requirements.
f. 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.
g. YSD will maintain an on-call supervisor to ensure a timely response to urgent public safety needs on the part of the district.
h. YSD will ensure that all SROs are familiar with the PPS multi-hazard emergency response plan and that, whenever possible, SROs will participate in the mandatory emergency drills.
i. 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.
j. PPB 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. 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. 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. 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.

k. 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 and to avoid, to the extent practicable, referral of youth to the juvenile justice system.
l. YSD will maintain a team of SROs with current nationally recognized SRO certifications, case law updates, and threat assessment processes.
m. PPB and PPS will collect and jointly report to the Portland City Council and PPS Board of Education annually on disaggregated data related to the SRO program, including but not limited to number of arrests, referrals to the justice system, types of crimes/incidences and a description and summary of non-arrest responses, such as the addition of school supports, counseling and restorative justice practices occurring in lieu of arrest. Data will be collected on a per school basis so that site-based trends may be identified, analyzed and addressed.

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 sole 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 threats to public safety. School officials will not relegate their responsibility in disciplinary matters to onsite SROs or police.
b. PPS recognizes that students that are very young (i.e. under the age of 12) and/or experiencing a mental health crisis are better served by resources offered by the PPS Office of Student Support Services, 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. PPS staff will not call SROs directly to request police assistance, as this inhibits both overall situational awareness for PPB and the appropriate deployment of resources. Instead, emergency police assistance will be requested by calling 911 and 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 police assistance at or involving schools normally will be dispatched to designated SRO whenever possible and will only be dispatched to patrol units in the event of SRO unavailability or emergency, consistent with BOEC protocols and policy.
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. In most cases, PPS will strive to obtain consent from the parent or guardian prior to the custodial interview except when the public or school community faces an imminent threat to safety or security. At the request of the student, a building administrator or school-based staff member may be present for the custodial interview. Custodial interview means the questioning of a student by a law enforcement official, on school property, when the student in question is a suspect in the commission of a criminal offense, and the student is not free to leave the interview location. All custodial interviews will be recorded to create an audio record.

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 ensure 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. PPS administrators have the legal authority and responsibility to exclude and/or trespass individuals that engage in problematic behavior on school property during both routine operations and after-hours events. PPB officers have the power to override this 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 SROs. PPS will assist SROs in clearly identifying patrol cars used by SROs to distinguish between routine SRO visits in schools and PPB officers responding to criminal matters.
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 disaggregated data by school 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 and following best practices in trauma-informed responses and restorative justice principles. 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. PPS and PPB commit to provide ongoing information related to the SRO program to students to foster understanding of the program.
c. For the purposes of this IGA, 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 IGA 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 IGA 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 as an alternative to referral to the justice system.
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. It is expected that the YSD Captain (or designee), SRO, and site principal or other PPS administrators will work together to resolve issues or concerns documented by either party. In the event a mutually agreed outcome cannot be resolved, the YSD Captain and PPS site administrator will elevate the issue to the Chief of Police and PPS Superintendent for resolution.
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. The YSD Captain or designee and PPS Director of Security will coordinate joint trainings to 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 IGA, 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 IGA.

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 Intergovernmenal Agreement

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Guadalupe Guerrero, Superintendent of Schools Date
Portland Public Schools

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Danielle Outlaw, Chief of Police Date
Portland Police Bureau

Approved as to form:

PPS General Counsel Date

Portland City Attorney Date