

**Board Office Use: Legislative File Info.**

File ID Number	13-1008
Introduction Date	5-22-2013
Enactment Number	13-0904
Enactment Date	5/22/13 <i>AL</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Jacqueline P. Minor, General Counsel

**Board Meeting Date** May 22, 2013

**Subject** **AMENDMENT NO. 3 TO MOU WITH OAKLAND HOUSING AUTHORITY FOR EMPLOYEE LOAN TO ACT AS INTERIM CHIEF OF POLICE**

**Action Requested** Approval of the Amendment No. 3 to the MOU with the Oakland Housing Authority (OHA) for Employee to Act as Interim Chief of Police

**Background** The District currently has an agreement with the OHA whereby OHA agreed to loan James Williams, command officer from its police department, to the District to serve as Interim Chief of Police for the District. The purpose of the amendment is to extend the agreement until June 30, 2014 and to reflect Chief Williams salary with OHA as of September 1, 2014.

**Discussion** OHA agreed to loan Interim Police Chief James Williams to the District to act as the District's Chief of Police through December 31, 2011. The MOU has been amended on two prior occasions. Amendment No. 3 to the MOU will extend the term of the agreement to June 30, 2014 and reflect Chief Williams OHA salary and benefits effective September 1, 2013 of \$19,697 per month.

**Action by the Board** Approval of the Amendment No. 3 to the MOU with the Oakland Housing Authority (OHA) for Employee to Act as Interim Chief of Police

**Fiscal Impact** General Purpose, not to exceed \$236,370

**Attachment**

- Amendment No. 3 to MOU with Oakland Housing Authority
- MOU with Oakland Housing Authority

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**AMENDMENT NO. 3**  
**TO THE MOU WITH OAKLAND HOUSING AUTHORITY**  
**FOR EMPLOYEE LOAN TO ACT AS INTERIM CHIEF OF POLICE**

The purpose of this Amendment No. 3 is to extend the term of the MOU to June 30, 2014.

The Parties hereby agree to amend said MOU as follows:


1. Paragraph 10 of the original MOU, the second sentence is deleted and the following is substituted in its place:  
 "It is anticipated by the Parties that the Loan Period will extend through June 30, 2014.
2. Effective September 1, 2013, the total payment to Oakland Housing Authority under this Amendment No 3 shall be \$19,697 per month.
3. Except as expressly provided above, the Agreement is unchanged. All other provisions of the MOU and prior Amendment shall remain unchanged and in full force and effect as originally stated.

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment No. 3 to the MOU originally approved by the Oakland Unified School District Board of Education on September 14, 2011.

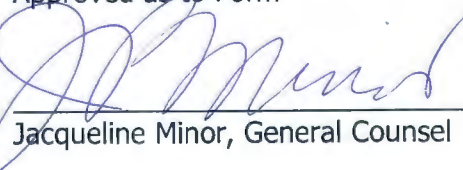
**Oakland Housing Authority, a**  
public body

  
 \_\_\_\_\_  
 Eric Johnson  
 Executive Director

**Oakland Unified School District**

  
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 President, Board of Education  
 Oakland Unified School District

  
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 Secretary, Board of Education  
 Oakland Unified School District

Approved as to Form  
  
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 Jacqueline Minor, General Counsel