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| File ID Number | 11-3262 |
| Introduction Date | 1-11-12 |
| Enactment Number | 12-0977 |
| Enactment Date | 1-11-12 22 |



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline P. Minor, General Counsel

Board Meeting Date January 11, 2012

Subject **AMENDMENT TO MOU WITH OAKLAND HOUSING AUTHORITY FOR EMPLOYEE LOAN TO ACT AS INTERIM CHIEF OF POLICE**

Action Requested Approval of the Amendment 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 at least June 30, 2012 and to adjust the payment to OHA to conform to changes in OHA pay schedule.

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 amendment extends the term of the agreement to June 30, 2012 and effective January 1, 2012, modifies the District's monthly payment to OHA \$16,728 monthly for Chief Williams' services.

Action by the Board Approval of the Amendment 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 \$100,368

Attachment

- Amendment to MOU with Oakland Housing Authority
- MOU with Oakland Housing Authority

| Board Office Use: Legislative File Info. | |
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| File ID Number | 11-3262 |
| Introduction Date | 1-11-12 |
| Enactment Number | 12-0077 |
| Enactment Date | 1-11-12 |

**AMENDMENT TO THE MOU WITH OAKLAND HOUSING AUTHORITY FOR
EMPLOYEE LOAN TO ACT AS INTERIM CHIEF OF POLICE**

By Enactment Number 11-01736 on September 14, 2011, the Board of Education approved a MOU with the Oakland Housing Authority (hereinafter "OHA") and the Oakland Unified School District (hereinafter "the District" or "OUSD") for the former to loan James Williams, command officer from the OHA 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 at least June 30, 2012 and to adjust the payment to OHA to conform to changes in OHA salary schedule.

The Parties hereby agree to amend said Agreement as follows:

1. Paragraph 10, 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, 2012."

2. Paragraph 3, the first sentence is deleted in its entirety and the following is substituted in its place.

"OUSD agrees to pay OHA the sum of \$16,728 monthly in compensation for Interim Chief James Williams' services during the Loan Period."

3. Except as expressly provided above, the Agreement is unchanged.

This Amendment to the MOU between the OHA and the District constitutes the entire understanding and agreement between the Parties. All understandings, agreements, covenants, and representations, express or implied, oral or written between are contained and merged herein. No other agreements, covenants, or representations, express or implied, oral or written, have been made by or between the Parties concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.

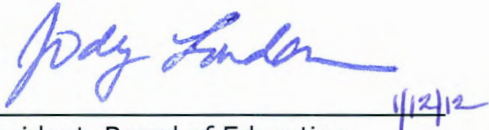
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment to the MOU originally approved by the Oakland Unified School District Board of Education on September 14, 2011.

Oakland Housing Authority, a public body

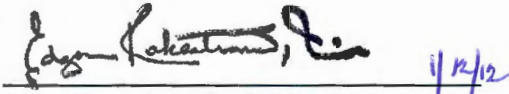


Eric Johnson
Executive Director

Oakland Unified School District



President, Board of Education
Oakland Unified School District



Secretary, Board of Education
Oakland Unified School District

Approved as to Form



Jacqueline Minor, General Counsel

LEGISLATIVE FILE

File ID Number 11-3262
Introduction Date 1-11-12
Enactment Number 12-0077
Enactment Date 1-11-12

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| Board Office Use: Legislative File Info. | |
| File ID Number | 11-2449 |
| Introduction Date | 9/6/11 |
| Enactment Number | 11-1736 |
| Enactment Date | 9-14-11 |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline P. Minor, General Counsel

Board Meeting Date September 14, 2011

Subject **MOU WITH OAKLAND HOUSING AUTHORITY FOR
EMPLOYEE LOAN TO ACT AS INTERIM CHIEF OF POLICE**

Action Requested Ratification of the MOU with the Oakland Housing Authority (OHA) for Employee to Act as Interim Chief of Police

Background The District is in the process of recruiting a new Chief of Police due to the unexpected retirement of its prior Chief and is in need of an interim Chief during the recruitment process. OHA has agreed to loan Lt. James Williams, command officer from its police department to act as interim Chief of Police for the District.

Discussion OHA has agreed to temporarily loan Lt James Williams to the District to act as the District's Interim Chief of Police through December 31, 2011. The District will pay to OHA \$7169.58 per bi-weekly for Lt Williams services. During the term of the agreement, Lt Williams will remain an employee of OHA. The District will provide his uniform and vehicle. All lethal and less lethal equipment will be provided by OHA. As Interim Chief, he will report to the Superintendent.

Action by the Board Ratification of the MOU with the Oakland Housing Authority (OHA) for Employee to Act as Interim Chief of Police

Fiscal Impact General Purpose, not to exceed \$57,356.64

Attachment

- MOU with Oakland Housing Authority

**MEMORANDUM OF UNDERSTANDING FOR
EMPLOYEE LOAN TO ACT AS INTERIM CHIEF OF POLICE**

This Memorandum of Understanding for Employee Loan to Act as Interim Police Chief ("Agreement") is made on the 14th day of September 2011 by and between the Oakland Housing Authority ("OHA"), a public body, corporate and politic, and the Oakland Unified School District ("OUSD"), a Unified School District and a political subdivision of the State of California. OHA and OUSD are sometimes collectively referred to herein as the "Parties."

WHEREAS, OUSD is in the process of recruitment for a new Chief of Police (sometimes referred to herein as "Chief") for its police department, and has a need for an interim Chief during the recruitment process due the unexpected retirement of its prior Chief;

WHEREAS, OHA is agreeable to loaning one command officer from its police department to act as interim Chief of Police for OUSD under certain terms and conditions;

NOW, in consideration of the terms and conditions stated herein, the Parties hereby agree as follows:

1. Loan Agreement. OHA agrees to temporarily loan its employee, Lieutenant James Williams, to OUSD to act as OUSD's Interim Chief of Police during the period of time that OUSD needs to appoint a new Chief of Police after the completion of its recruitment process (the "Loan Period").
2. Terms of the Loan Agreement. Lieutenant James Williams shall remain a full-time employee of OHA during the Loan Period, and shall continue to be paid salary by OHA and shall continue to accrue all employment benefits from OHA, including without limitation retirement, seniority, promotional opportunities and vacation benefits, with the exception that his salary will be increased during the Loan Period to the rate of pay equivalent to the current rate (range 18) for OHA's Chief of Police position. Lieutenant James Williams shall be returned to his position with OHA at the end of the Loan Period.
3. Payment by OUSD. OUSD agrees to pay OHA the sum of \$4,566.61 plus 57% in benefits for a total of \$7169.58 per bi-weekly pay period, in compensation for Lieutenant James Williams' services as Interim Chief of Police during the Loan Period. OHA will invoice OUSD by the 10th of the month for pay periods from the previous months, with payment due within 30 days to OHA.
4. Maintenance of Records. All records, which includes, but is not limited to crime reports, analysis information, memos or policies and procedures produced by Lieutenant Williams in the course of his duties as Interim Chief of Police for OUSD shall be considered the property of OUSD.

5. Equipment. OUSD shall supply Lieutenant James Williams with an OUSD vehicle, uniform, and all articles required to complete the uniform. In addition, all articles required to fulfill positions requirements, such as the use of an office, computer and other necessary items shall be provided by OUSD. Lieutenant Williams shall utilize all lethal and less lethal equipment provided by OHA during the duration of this Agreement and shall continue to attend OHA periodic trainings in accordance with OHA regulations.

6. Indemnification. OUSD shall defend, hold harmless and indemnify OHA, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of Lieutenant James Williams under this Agreement, and shall defend, hold harmless and indemnify OHA for any and all injuries sustained by Lieutenant James Williams in the course and scope of the performance of his duties as Interim Chief of Police of OUSD.

7. Reporting Responsibility. OHA and OUSD agree that, during the Loan Period, Lieutenant James Williams shall report directly to the OUSD Superintendent concerning his duties as Interim Chief of Police for OUSD.

8. No Joint Employment. OHA and OUSD agree that this Agreement is not intended to, and does not create a joint employer relationship between OHA/OUSD and Lieutenant James Williams under any applicable employment laws. Lieutenant James Williams is employed solely by OHA, and shall remain an OHA employee during the term of this Agreement.

9. Assignment. OUSD shall not assign this Agreement, or any part thereof, without the prior express written consent of OHA.

10. Term of Agreement. Both OHA and OUSD may, by written notice, at any time prior to the completion of the Loan Period, terminate this Agreement for any reason, including, but not limited to, convenience of OHA or OUSD. It is anticipated by the Parties that the Loan Period will extend through December 31, 2011. OHA will agree to extend the Agreement for an additional term or on a month to month basis after that if the new OUSD Chief has not been selected.

11. Amendments. Any modification, waiver or amendment of any of the provisions of this Agreement must be in writing and signed by both OHA and OUSD.

12. Entire Agreement. This Agreement represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between OHA and OUSD affecting this Agreement not set forth herein. This Agreement supersedes all previous negotiations, arrangements, agreements and understandings between OHA and OUSD with respect to the subject matter hereof.

13. Severability. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.


14. Governing Law. This Agreement shall be governed by the laws of the State of California.

15. Designated Representatives. The initial designated representative for OHA for this Agreement is Eric Johnson. The initial designated representative for OUSD under this Agreement is Dr. Anthony Smith.


16. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

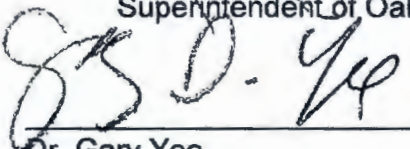
IN WITNESS WHEREOF OHA and OUSD have executed this Agreement as of the date first above written.

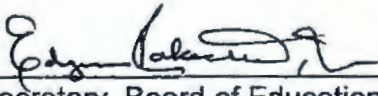
**OAKLAND HOUSING AUTHORITY, a public body
Corporate and politic**

By: 
Eric Johnson
Executive Director

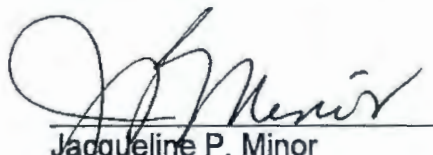
**OAKLAND UNIFIED SCHOOL DISTRICT, a Unified School District
and a political subdivision of the State of California**

By: 
Dr. Anthony Smith
Superintendent of Oakland Public Schools

 9/16/11
Dr. Gary Yee
President, Board of Education
Oakland Unified School District

 9/16/11
Secretary, Board of Education
Oakland Unified School District

Approved as to Form


Jacqueline P. Minor
General Counsel
Oakland Unified School District

Legislative File

File ID Number: 11-2449
Introduction: 9-6-11
Enactment Number: 11-1736 B
Enactment Date: 9-14-11