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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent
James Williams, Chief of Police, OSPD

Board Meeting Date August 13, 2014

Subject **Memorandum of Understanding – City of Oakland – School Safety Officers ("COPS Grant") Program**

Action Requested

Approval by the Board of Education of a Memorandum of Understanding ("MOU") between the District and the City of Oakland regarding Oakland Police Department ("OPD") officers assigned to certain District schools pursuant to OPD's federally-funded School Safety Officer Program.

Background

In September 2011, OPD was awarded money under the COPS grant to fund 25 OPD officers over a three year period. OPD established its School Safety Officer Program pursuant to the COPS grant, which began operations in August 2012. Since that time OPD officers in that program have been assigned to and working in and around certain District middle and high schools without any formal agreement between the District and the City.

The District's Legal and Police department worked collaboratively with ACLU, Black Organizing Project and Public Counsel, as well as the City Attorney's Office, to arrive at the MOU.

Discussion

Approval by the Board of Education of an MOU between the District and the City of Oakland regarding OPD officers assigned to certain District schools pursuant to OPD's federally-funded School Safety Officer Program for a three (3) year period from the date of full execution of the MOU.

Recommendation

Approval by the Board of Education of the MOU between the District and the City of Oakland regarding OPD officers assigned to certain District schools pursuant to OPD's federally-funded School Safety Officer Program.

Fiscal Impact

None.

Attachments

- Memorandum of Understanding between the District and the City of Oakland regarding Oakland Police Department officers assigned to certain District schools pursuant to OPD's federally-funded School Safety Officer Program.

MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT AND THE CITY OF OAKLAND IN REGARDS TO THE SCHOOL SAFETY OFFICER PROGRAM

This Memorandum of Understanding ("MOU') is entered by and between the City of Oakland ("City") and the Oakland Unified School District ("OUSD").

RECITALS

In September 2011, the Oakland Police Department ("OPD") was awarded U.S. Department of Justice, Office of Community-Oriented Policing Services grant money, specifically a COPS Hiring Program grant ("COPS grant money") in the amount of $10,739,575 to fund 25 OPD officers over a three year period. Due to the time required to hire officers, OPD was not able to commence the program until August of 2012. As a result, OPD will be applying for an extension of the COPS grant money award period until September 2014 and anticipates that such an extension will be awarded.

This MOU shall establish and define the relationship between the City and OUSD with respect to the implementation of OPD's School Safety Officer Program, created pursuant to the COPS grant money. Specifically, this MOU sets forth the agreed-upon working relationship between the City and OUSD seeking to achieve four specific goals in furtherance of OPD's School Safety Officer Program in respect to six specific OUSD schools. These goals are: (1) to reduce and/or eliminate child trafficking; (2) to reduce and/or eliminate student truancy; (3) to provide students safe passage to and from school; and (4) to provide mentoring services to students.

OUSD has entered into an Agreement to Resolve with the U.S. Department of Education, Office for Civil Rights (*see* OCR Case No. 09125001 and OUSD-OCR Agreement to Resolve related thereto), which requires OUSD to, among other things, reduce disproportionate minority suspensions and expulsions for school-related offenses. OUSD is committed to reducing student contact with the criminal justice system and actively supports restorative justice and community policing models.

DEFINITIONS

1. "Calls for service" refers to calls made to OPD dispatch concerning criminal incidents or other public safety matters.
2. "Designated school" refers to any of the six enumerated OUSD schools where OPD has implemented its School Safety Officer Program. These schools are: (1) Roosevelt Middle School, (2) Coliseum College Prep Academy and Roots International Academy (located on the former Havenscourt Middle School campus), (3) Elmhurst Community Preparatory School, (4) Frick Middle School, (5) Parker Elementary and (6) Bunche Academy.

3. The phrases "designated school site" or "school site" are defined as the property upon which the school is located.
4. The phrase "school-related offenses" is defined as an offense occurring or originating on an OUSD school site during school hours.
5. "School hours" refers to the hours of 8 a.m. through 4 p.m. during the school year and, where applicable, the summer school session.
6. "Directory information" is defined as information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed (*e.g.*, name, address, telephone number, electronic mail address, photograph, date and place of birth, dates of attendance, most recent previous school attended, and the other information defined as directory information in OUSD Administrative Regulation 5125.1).
7. Unless specifically provided otherwise, "students" refers to students enrolled in OUSD who are attending the six designated schools where OPD has implemented its School Safety Officer Program.
8. "Mentor Officer" means a City of Oakland peace officer ("COPS Grant Officer") who has entered into a formal mentor-mentee relationship with a student after receiving written permission from the student's parent(s) or guardian(s), as more fully described below in Section 5.

AGREEMENT

1. EFFECTIVE DATE OF THE AGREEMENT

This MOU shall become effective when it is approved and executed by the Oakland City Administrator, Oakland Chief of Police and the OUSD's Board of Education.

2. TERM OF THE AGREEMENT

This MOU shall remain in effect for 3 years from the date of full execution. However, the MOU shall terminate if and when the COPS grant money funding source for OPD's School Safety Officer Program ceases. The terms of MOU may be modified or amended at any time by written agreement of all signatories to the MOU. The City or OUSD may terminate this agreement, with or without cause, upon 45 days written notice to the other.

If the MOU is terminated, OPD shall no longer assign police officers to the "designated schools" as provided under this MOU. The termination of this MOU does not affect OPD's statutory law enforcement authority, nor OPD's ability to police everywhere within the City.

3. PROGRAM AND PROGRAM COORDINATION

OPD will coordinate the School Safety Officer Program with the OUSD (hereinafter "COPS Grant Officers Program"). This program currently consists of 25 COPS Grant Officers who are assigned to the designated schools to provide mentoring to students; to establish "safety zones" around each of the designated schools where COPS Grant Officers will focus on crimes

involving human trafficking and violence associated with gangs, narcotics, and guns; and to address student truancy ("COPS Grant Officers Program Goals").

OPD will maintain a dedicated position for a Coordinator of the COPS Grant Officers who shall hold a rank of Lieutenant or higher. The COPS Grant Officers Coordinator shall be responsible for the planning, budgeting, management and agency leadership for the COPS Grant Officers Program; provide program monitoring and assistance with problem solving; and will handle coordination between the OPD, Oakland Schools Police Department ("OSPD"), OUSD, designated school site administrators and COPS Grant Officers. The COPS Grant Officers Coordinator will act as the liaison with OSPD and OUSD to meet the COPS Grant Officers Program Goals and to help maintain a line of communication between the designated schools and OPD. The COPS Grant Officers Coordinator will maintain a list of the COPS Grant Officers, including their telephone numbers, badge numbers, their assignments by school, and their work schedule, and provide that list, as well as any updates, to OPD's Chief of Police on a quarterly basis, or more frequently if assignments of COPS Grant Officers change.

OUSD will designate a space at each of the designated schools where COPS Grant Officers may use their laptops and mobile phones and may meet with students, staff, and parents of a designated school. Each COPS Grant Officer shall maintain a log of his/her meetings with any student and/or parent, which log shall set forth the COPS Grant Officer's name; designated school's name; date and time of the meeting; the name(s) of the student(s) and/or parent(s) with whom he/she met; and the purpose and outcome of the meeting (unless this specific disclosure is otherwise prohibited by law) ("COPS Grant Officers Log").

4. COPS GRANT MENTOR OFFICERS – LIMITED ARRESTS OR CITATIONS OF STUDENTS

The primary role of COPS grant officers is to maintain safe passages for students going to and coming from school. To the greatest extent possible and absent exigent circumstances, COPS grant Mentor Officers will refer the arrest or citation of students to other COPS Grant Officers, OPD officers or OSPD officers. Primary responsibility for addressing student discipline remains with the school as further discussed in paragraphs 14 and 15 herein.

5. PARTICIPATION BY STUDENTS IN COPS GRANT-RELATED MENTORING

For any formal on-campus or off-campus mentor-mentee relationships between students and Mentor Officers, no student shall be selected to participate as a mentee in the COPS program without the express written permission of the student's parent/guardian. The parent/guardian shall be provided written notice of the request to participate in the program, which notice shall note that the COPS Grant Mentor Officer is a sworn OPD police officer with a duty to uphold the law.

6. CONFIDENTIALITY AND INFORMATION EXCHANGE

The principal of each designated school site shall make a determination as to if and when to seek a COPS Grant Officers assistance in addressing a truant student situation. If the designated school does seek a COPS Grant Officer's assistance, the COPS Grant Officer shall only be provided the student's home contact information and that the student is truant, as consistent with state law, under OUSD policy. The COPS Grant Officer shall retain in written form in the COPS Grant Officers Log a record of the name and contact information of the referred student, as well as the name and position of the OUSD employee(s) that referred a particular student to the COPS Grant Officer because of truancy issues.

The OPD and OPD's COPS Grant Officers, agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of the information received in the course of performing the services pursuant to this MOU, which information is limited to a student's directory information (including a student's home contact information) and that the student is truant if necessary to support truancy abatement (as provided in the preceding paragraph). OPD and OPD's COPS Grant Officers, agents, personnel, employee(s), and/or subcontractor(s) shall maintain such information and records in accordance with all applicable federal and state laws and regulations and agree that information and records relating to individual pupils provided by the OUSD are subject to the Family Educational Rights and Privacy Act ("FERPA"). Such information and records shall be confidential to the extent required by FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060, et seq.; and other state and federal law. Each party hereby provides satisfactory assurances to the other party that confidential education information will be appropriately safeguarded through the execution of this MOU. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. OPD and COPS Grant Officers will be permitted access to student data only where permissible under state and federal law and as set forth in this MOU.

7. REPORTS

OPD will provide the OSPD Chief of Police and the OUSD Board of Education (or its designee) with a written report twice a year (on July 1 and December 31 of each year) regarding the:

(A) Designated school site crime incidents reported to, or observed by, COPS Grant Officers /OPD, disaggregated by school site, offense, age, race, ethnicity, gender, and whether the encounter was the result of a call-for service, a consensual contact, an on-viewed crime or other.

(B) Number of arrests of students made by COPS Grant Officers /OPD at a designated school site:

  i. By COPS Grant Officers /OPD on OUSD designated school sites for school related offenses.

  ii. By COPS Grant Officers /OPD on OUSD designated school sites for non-school related offenses.

Such data shall be disaggregated by designated school site, offense, age, race, ethnicity, and gender, with information about the disposition of the matter. Note:

When making arrests of students on OUSD school sites, COPS Grant Officers shall consider those factors set forth in Section 14 of this MOU.

(C) Truancy: (1) The number of home visits conducted by COPS Grant Officers; (2) a general description of the police action taken regarding the home visits; and (3) other relevant information concerning COPS Grant Officer's action in "truancy abatement" efforts, including the number of students cited or referred to the Truancy Court, or other Juvenile Court that adjudicates truancy cases, if the Truancy Court is abolished, rather than being returned to school or referred to another diversion or support program.

(D) Complaints/Grievances: The number of complaints/grievances against COPS Grant Officers. All complaints against COPS Grant Officers shall be handled according to OPD policy and procedure, and as dictated by the Court's orders in *Delphine Allen v. City of Oakland*, USDC Action No. C00-4599 TEH. All said complaints received by OUSD shall be forwarded to the individual COPS Grant Officers supervisor and/or directly to OPD Internal Affairs.

(E) Referrals: Number of referrals of students from school sites to wellness centers, medical facilities, tutors, mentors or other resources in lieu of arrest or citation.

(F) Child Protective Services: Number of referrals of students on school sites made to Child Protective Services.

(G) Full and complete copies of the COPS Grant Officers Logs.

The OSPD Chief of Police or designee, will in turn provide the OUSD Board of Education with a written report twice a year (in January and July, or as soon as reasonably possible thereafter) regarding (1) the disabilities, if any, of each student referred to in OPD's written report as contemplated above once OPD's report is received by the OSPD Chief of Police and (2) the impact of the COPS Grant program, whether adverse or positive, according to the statistical information received, on OUSD's efforts to reduce disproportionate minority contact with police and the juvenile justice system, as well as to reduce the rate of school-based arrests and citations while maintaining a safe school climate. To the extent that the OSPD report relies upon OPD's written report, the OSPD report shall take into consideration whether the police contact was initiated as a call-for-service, a consensual encounter or an on-viewed crime.

8. HIRING AND ASSIGNMENT

The authority for selection, training, equipping, assignment, supervision, duties and permanent or temporary reassignment of COPS Grant Officers will remain solely with the City of Oakland's Chief of Police.

9. COPS GRANT OFFICERS SELECTION

OPD will continue to use its transfer list practice for the COPS Grant Officers testing process. OPD is open to having OUSD participate in this process however the ultimate selection and assignment of COPS Grant Officer remains within the sole discretion of OPD's Chief of Police or his designee.

In the event OUSD's Superintendent determines that a specific COPS Grant Officer assigned to a designated school is not able to fulfill the requirements of this MOU, the Parties agree to meet to discuss the reassignment of such officer, however ultimate selection and assignment or reassignment remains within the sole discretion of OPD's Chief of Police or his designee.

10. COORDINATION BETWEEN COPS GRANT OFFICERS COORDINATOR, COPS GRANT OFFICERS AND SCHOOLS

(A) COPS Grant Officers Coordinator

OUSD will coordinate a meeting with OUSD staff where OPD will provide a briefing on the program goals and expectations. OUSD will be responsible for designating which OUSD staff must attend these briefings. The COPS Grant Officers Coordinator will meet with each designated school site principal on an as-needed basis when any issue arises that needs to be addressed.

The COPS Grant Officers Coordinator and designated school site principal(s) should schedule a meeting, if possible, prior to the start of each school year to review school and OUSD expectations, requirements and operational procedures.

During the second semester of each school year, a meeting should be held between the COPS Grant Officers Coordinator and each of the designated school site principals to address the COPS Grant Officers Program, including (1) an evaluation of COPS Grant Officers' performance at the site and (2) identification and possible resolution of any developing COPS Grant Officers-related concerns.

(B) COPS Grant Officers

With a goal of improving school security and student safety, COPS Grant Officers shall meet at least one time per month with their designated school site principal to exchange information about current crime trends, problem areas, emerging youth gangs or other issues of concern which have potential for disruption in the school or within the community, and to strategize on how to improve school safety. At such time, if COPS Grant Officers have engaged in proactive and preventative strategies with youth, such as providing and/or connecting them with community-based resources, mentors, or tutors, this should also be discussed.

11. COOPERATION WITH OUSD STAFF

A COPS Grant Officer, like all other OPD police officers, is a sworn member of the OPD assigned to provide the law enforcement expertise and resources to assist designated school site staff in maintaining safety within and around their designated school(s). Although the COPS Grant Officer and other police officers are supervised by OPD, and not the OUSD, the COPS Grant Officers and any other police officers working with or interacting with a school in OUSD shall take reasonable steps to work cooperatively with OSPD and designated school site administration and staff consistent with his/her responsibilities and performance of the duties

outlined in this MOU in accordance with the policies, rules and regulations of and applicable to OUSD. In performing these duties, the COPS Grant Officers and any other police officers working with or interacting with a school in OUSD shall comply with all applicable local, state and federal laws. The COPS Grant Officers and any other police officers working with or interacting with any school in OUSD will maintain familiarity with the OUSD Parent Guide of rules and regulations.

12. COMMUNITY OUTREACH

To the extent feasible, COPS Grant Officers will participate in positive student activities in the school community in order to build trusting and respectful relationships with students, families and staff. The COPS Grant Officers will collaborate with school-based community organizations, parent-teacher organizations, student government and OUSD staff to develop opportunities for positive activities, such as panel discussions, mentoring programs, community coalitions or task forces.

Based on the availability of resources, members of the COPS Grant Officers Program may coordinate trainings depending upon the individual qualifications and experience of the COPS Grant Officers.

13. CAMPUS SECURITY

COPS Grant Officers will augment designated school site administrators, faculty, and security staff to keep schools safe from intruders. As reasonably practicable, the COPS Grant Officers will work with school security staff to identify security issues and to take reasonable steps to create a safer environment for students. However, the COPS Grant Officer is neither a member of the security staff; a supervisor of OUSD security officers; nor a supervisor or subordinate of any OSPD officer.

14. REQUESTING POLICE ASSISTANCE FOR LAW ENFORCEMENT PURPOSES

Designated school site administrators and staff shall only request COPS Grant Officers' assistance regarding the provision of actual law enforcement when (1) necessary to protect the safety of students and/or staff; (2) required by law; or (3) appropriate to address or prevent actual criminal conduct. COPS Grant Officers' (as well as OSPD) involvement should not be requested in a situation that can be safely and appropriately handled by OUSD's internal disciplinary procedures. (*See, e.g.*, OUSD Board Policy 5144, 5144.1; Administrative Regulation 5144, 5144.1.) COPS Grant Officers should not be requested to interview students or collect evidence for OUSD disciplinary purposes, including for expulsion matters.

15. STUDENT DISCIPLINE

OUSD administrators have primary responsibility to ensure consistent enforcement of school rules and policies. Neither the COPS Grant Officers nor any other OPD police officer shall act as a school disciplinarian. Disciplining students is an OUSD school responsibility.

As such, disciplinary issues relating to students to be handled by school administrators in partnership with the community and parents (and thus for which OUSD school administrators and staff shall not notify or request COPS Grant Officers or OPD assistance) include but are not limited to:

(A) trespassing;
(B) loitering;
(C) profanity;
(D) insubordination/defiance;
(E) verbal abuse and/or harassment;
(F) failure to wear or correctly wear school uniform or follow policies regarding clothing;
(G) possession of a prohibited item that does not violate the penal law (i.e. cell phones);
(H) lateness, cutting class, absenteeism or truancy; and
(I) Alleged or witnessed promoting or claiming of a neighborhood or crew (including verbally, through graffiti, through clothing or hand signs).

OUSD administrators shall prioritize alternatives to police involvement, such as the use of restorative justice practices. (*See, e.g.,* OUSD's Restorative Justice Webpages located at the following Internet address: http://www.ousd.k12.ca.us/Page/1048.)

16. ARRESTS OF STUDENTS ON DESIGNATED SCHOOL SITES DURING SCHOOL HOURS

COPS Grant Officers, to the extent practical, should coordinate any arrests with the designated school on site principal. A private location out of sight and hearing of other students should be arranged for the arrest, where practicable, that will help avoid invasion of the student's privacy, jeopardizing the safety and welfare of other students, and further disruption of the school campus.

17. NOTIFICATION OF PARENT/GUARDIAN OF STUDENT'S ARREST

COPS Grant Officers and OUSD shall abide by Education Code Section 48906, which requires that a school official must make immediate parental/guardian notification upon police arrest of a student, excepting when a student is taken into custody as a suspected victim of child abuse or pursuant to Section 305 of the Welfare & Institutions Code. OUSD policy requires that a school official must immediately attempt to inform a parent/guardian of that student's arrest. (*See* OUSD Board Policy 5145.6, 5145.11; Administrative Regulation 5145.11.)

A school official must take immediate steps to contact a parent/guardian to get oral consent to permit any police interrogation of the minor, unless the child is a suspected victim of child abuse. If the parent or guardian requests that the pupil not be questioned until he or she can be present, the pupil may not be made available to the peace officer for questioning until the parent or guardian is present.

Efforts to contact parents by OUSD officials must include calling all numbers listed on an emergency contact card, including work numbers, pager numbers, and any numbers supplied by the student, as well as email addresses.

COPS Grant Officers shall make every effort to handle law enforcement related issues that are not school-related outside of school. Absent extenuating circumstances, COPS Grant Officers will avoid interviewing and apprehending students at a school for non-school-related issues. Extenuating circumstances shall include, but not be limited to, officers entering school premises in "hot pursuit" of a suspect, or ongoing investigation of a serious nature or felony, or for child abuse investigation, or in response to an emergency, or crime being committed on school property.

Immediately prior to questioning a student who is in custody, COPS Grant Officers shall advise the student of the Miranda admonishment. COPS Grant Officers shall make every effort to ensure that the student fully understands the Miranda admonishment, including by checking for understanding and explaining any terms that may or may not make sense to the student and invoking Miranda in the student's primary language if not English. If the student decides to proceed with answering questions after the Miranda admonishment, the Cops Grant Officer shall tell the student that he or she may have a parent/guardian present before and during an interrogation and that he or she may decide to wait for the parent before questioning begins.

Any COPS Grant Officer questioning of a student who is in custody shall be conducted in the language appropriate to the age and to ensure that the student understands the COPS Grant Officer, if the student decides to answer questions or provide information.

This Section shall apply only to arrests and questioning by COPS Grant Officers of students at OUSD schools.

18. TRAINING REGARDING AND DISTRIBUTION OF MOU

OPD shall ensure that this MOU is distributed to all of its police officers who are COPS Grant Officers and that appropriate and adequate training regarding the provisions of this MOU and their responsibilities under the MOU is provided.

OUSD shall ensure that this MOU is distributed to all of its designated school sites and that appropriate training regarding the provisions of this MOU and staff responsibilities under the MOU is provided to school site administration.

OUSD shall invite and encourage COPS Grant Officers' participation in professional development and training opportunities in the areas of restorative justice, teaching methodology and practice, child development, implicit bias, and other educational reform initiatives to facilitate their understanding of the school culture. OUSD will involve community-based organizations to provide training for COPS Grant Officers.

19. COPS GRANT OFFICERS UNIFORM

COPS Grant Officers shall wear clothing and/or accessories that readily identifies them as police officers. Although COPS Grant Officers may at times wear plain clothes, they shall have displayed prominently on their clothing (at the very least) their OPD badge.

20. COMPLAINTS RELATED TO COPS GRANT OFFICERS PROGRAM

OUSD's Uniform Complaint Procedures shall apply to all complaints against any and all non-OPD personnel regarding compliance with this MOU. (*See, e.g.,* OUSD Board Policy 1312.3; Administrative Regulation 1312.3.) Complaints related to any COPS Grant Officers shall be processed according to OPD's complaint procedures as outlined in OPD's Departmental General Orders, Manual of Rules and the applicable *Allen* provisions, as noted in Section 7 above.

21. MUTUAL DEFENSE AND INDEMNIFICATION

The City of Oakland and OPD shall indemnify, hold harmless and defend OUSD, OSPD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs, reasonable attorneys' fees and costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, OSPD, the City of Oakland, OPD, or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent or willful act of COPS Grant Officers, except where caused by the active negligence, sole negligence or willful misconduct of OUSD.

OUSD and OSPD shall indemnify, hold harmless and defend OPD, the City of Oakland and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs, reasonable attorneys' fees and costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, OSPD, the City of Oakland, OPD, or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the willful misconduct or any negligent act or omission of OUSD, except where caused by the active negligence, sole negligence or willful misconduct of OPD.

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22. AGREEMENT MAY BE EXECUTED IN COUNTER PARTS

This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this MOU to produce or account for more than one counterpart hereof.

CITY OF OAKLAND

By: _____ Dated: _____
Henry Gardner
Acting City Administrator

OAKLAND POLICE DEPARTMENT

By: _____ Dated: 7-7-14
Sean Whent
Chief of Police

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____ Dated: _____
David Kakishiba
President, Board of Education

By: _____ Dated: 7/23/14
Antwan Wilson
Superintendent and Board Secretary

OAKLAND SCHOOLS POLICE DEPARTMENT

By: _____ Dated: 01 JUL 14
James Williams
Chief of Police

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: _____
Attorney at Law