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AGENDA REPORT

**TO: HENRY L. GARDNER
INTERIM CITY ADMINISTRATOR**

FROM: Sean Whent

SUBJECT: MOU between OUSD and
the City of Oakland

DATE: August 25, 2014

City Administrator
Approval

Date

9-3-14

COUNCIL DISTRICT: City-Wide

RECOMMENDATION

The Oakland Police Department requests that the City Council Adopt a Resolution Authorizing the City Administrator, or Designee, to Enter into an Intergovernmental Memorandum Of Understanding (MOU) with the Oakland Unified School District (OUSD) to Establish and Define the Relationship Between the City and OUSD with Respect to Implementing the Oakland Police Department's (OPD) School Safety Officer Program.

OUTCOME

Adoption of the resolution authorize the City Administrator to execute an MOU between the City and OUSD setting-forth the working relationship with respect to the implementation of the OPD's School Safety Officer Program, created pursuant to the United States Department of Justice, Office of Community Oriented Policing Services (USDOJ/COPS) grant, Resolution No. 83627 C.M.S.

BACKGROUND/LEGISLATIVE HISTORY

The Oakland Police Department submitted a proposal for the Fiscal Year (FY) 2011 COPS Hiring Program that focused on enhancing public safety in and around middle schools. The USDOJ/COPS awarded the City \$10,739,575 to fund the entry-level salary and fringe benefit costs of 25 police officers for a 36 month period. Due to the time requirements needed to hire and train officers, OPD was not able to commence the program until August of 2012. As a result, OPD applied for, and received, an 18-month extension of the COPS grant money award period, until February 29, 2016.

ANALYSIS

The 25 additional officers afforded by the COPS Hiring Grant have permitted the OPD to assign a community policing officer to the neighborhoods surrounding the designated schools.

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Community policing efforts focus on improving relations between local youth and police; offering OPD an opportunity to positively impact young people at a critical stage in their lives by enhancing safety in and around neighborhood schools by role modeling, mentoring, and providing information on additional resources.

The four main goals of the School Safety Officer Program 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. This program covers students enrolled at the following schools (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.

Officers began working on the identified school campuses in September 2012. Since their initial start at the schools, officers have reduced the student absentee rates on each campus by working closely with school administrative staff, students, and families. Officers have also referred over 150 children to Oakland's Measure Y services and community based organizations. These referrals have allowed students to receive tutoring assistance, mental health assistance, and an opportunity to participate in extracurricular activities like basketball, soccer, baseball, football, and track.

Officers have also made a significant positive impact in regards to the Oakland Police Department's effort to build stronger relationship with the community; officers have participated in numerous community meetings with students and have participated in several panel discussions regarding law enforcement as a career.

Officers have received extensive training in several different areas, including Restorative Justice, Effective Communication with Youth, Crisis Intervention, and Response to Critical Incidents on School Campuses. These trainings have better equipped officers to handle incidents on school campuses with arrest being the last option. Officers are aware of all the various services available to students as an alternative to arrest, and they understand the importance of utilizing these services.

The District and OPD agreed an MOU was appropriate, in order to clarify each Law Enforcement Officer's roles while on campus. Public input was solicited from parents, teachers, students, Black Organizing Project, American Civil Liberties Union (ACLU), and Public Counsel in crafting the MOU. Some of OPD's new responsibilities and revised duties include:

- Notifying parents / guardians before questioning any student on campus;
- Enter into a formal mentor / mentee relationship with parental / guardian permission;
- Mutual indemnification agreement with the School District;

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- Information sharing policies with the District.

PUBLIC OUTREACH/INTEREST

OPD participated in numerous meetings with interested members of the public, including the Black Organizing Project, ACLU, Public Counsel and parents and students of OUSD.

COORDINATION

The Office of the City Attorney and Budget Office were consulted in preparation of this report.

COST SUMMARY/IMPLICATIONS

The officers participating in the COPS Grant Officers Program as provided for in the MOU are covered by a USDOJ/COPS grant of \$10,739,575, accepted and appropriated by Resolution No. 83627 C.M.S., dated November 15, 2011, as described in its accompanying Agenda Report, dated November 8, 2011 (Legistar No. 11-0089).

SOURCE OF FUNDING:

The \$10,739,575 used to cover entry-level salaries and fringe benefit costs of 25 police officers grant monies was accepted and appropriated by the City Council in Resolution No. 83627 C.M.S., adopted November 15, 2011. Federal Grant Fund 2607, Bureau of Field Operations Division Org. 107010, Bureau of Field Operations Division Program PS01.

FISCAL IMPACT:

Terms of the grant require the City of Oakland retain the 25 officers for one year following the end of the grant period, at an estimated cost of \$6,213,240.

FISCAL/POLICY ALIGNMENT

Adopting the resolution to approve the MOU with OUSD aligns with Oakland's policy goals of investing in Oakland's youth and their education and improving public safety. The Oakland Police Department School & Youth Section strive to provide students with a safe pathway to and from school campus; providing an environment that is safe for students to learn and free of violence.

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SUSTAINABLE OPPORTUNITIES

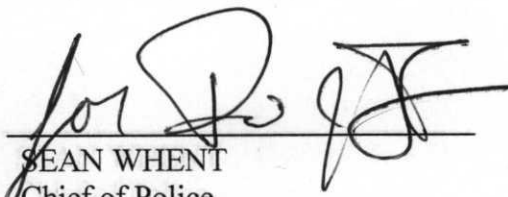
Economic: The assignment of officers under the MOU may help reduce youth gang violence and delinquency, reducing the number of youth introduced into the juvenile justice system at a cost-savings to taxpayers.

Environmental: Participating youth learn to respect learning and their school surroundings through guidance and mentoring by school resource officers, using positive reinforcement to increase their attendance at school which may decrease crime in designated areas.

Social Equity: Participating schools will play a pivotal role in changing the trajectory of a child at-risk for gang involvement. The improvements will provide greater safety and accessibility to students who depend on walking, bicycling, and using public transit to go to school

For questions regarding this report, please contact Lt. LeRonne Armstrong, Youth & School Services Section, Criminal Investigations Division (CID), at (510) 238-3349.

Respectfully submitted,



SEAN WHENT

Chief of Police
Oakland Police Department

Reviewed by:
Captain Sharon Williams, CID

Prepared by:
Lieutenant LeRonne Armstrong
Youth & School Safety Section, CID

Attachment A – MOU between OUSD and City of Oakland.

-- Resolution.

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**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.

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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

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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.

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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:

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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.

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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

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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.

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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.)

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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.

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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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CITY OF OAKLAND-OAKLAND UNIFIED SCHOOL DISTRICT MOU RE
OPD COPS GRANT OFFICERS PROGRAM

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: _____
Henry Gardner
Acting City Administrator

Dated: _____

OAKLAND POLICE DEPARTMENT

By: _____
Sean Whent
Chief of Police

Dated: _____

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
David Kakishiba
President, Board of Education

Dated: _____

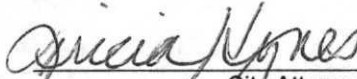
By: _____
Antwan Wilson
Superintendent and Board Secretary

Dated: _____

OAKLAND SCHOOLS POLICE DEPARTMENT

By: _____
James Williams
Chief of Police

Dated: _____



 City Attorney

 FILED
 OFFICE OF THE CITY CLERK
 OAKLAND

 2014 SEP -4 AM 9:00 **OAKLAND CITY COUNCIL**
RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING (MOU) WITH THE OAKLAND UNIFIED SCHOOL DISTRICT (OUSD) TO ESTABLISH AND DEFINE THE RELATIONSHIP BETWEEN THE CITY AND OUSD WITH RESPECT TO IMPLEMENTING THE OAKLAND POLICE DEPARTMENT'S (OPD) SCHOOL SAFETY OFFICER PROGRAM

WHEREAS, on November 15, 2011 the City Council adopted Resolution No. 83627 C.M.S., accepting and appropriating \$10,739,575 in grant funds from the U.S. Department of Justice, Office of Community Oriented Policing Services (USDOJ/COPS) to OPD to fund entry-level salary and fringe benefit costs of 25 police officers for a 36-month period, from September 1, 2011 through August 31, 2014; and

WHEREAS, due to the time required to hire officers, OPD was not able to commence the program until August of 2012 and therefore OPD applied for and received an 18-month extension of the COPS grant money award period, until February 29, 2016; and

WHEREAS, the primary purpose of the MOU is to set 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; and

WHEREAS, said 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 at the following designated schools (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; and

WHEREAS, Section 504(f) of the Oakland City Charter provides that, when directed by the City Council, the City Administrator shall have the power and duty to represent the City in its intergovernmental relations and to negotiate contracts for joint government actions, subject to Council approval; now, therefore, be it

RESOLVED: That the City Council hereby authorizes the City Administrator, or designee, to enter into an MOU with the OUSD that outlines the working relationship and

responsibilities regarding the School Safety Officer Program in the City of Oakland; and be it

FURTHER RESOLVED: That the City Administrator, or designee, is hereby authorized to complete all required negotiations, certifications, assurances, and documentation required to accept, modify, extend and/or amend the proposed MOU with OUSD and a copy of the fully executed agreement shall be placed on file with the Office of the City Clerk; and be it

FURTHER RESOLVED: That the City Attorney shall review and approve said proposed MOU with OUSD, as to form and legality.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES – BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and
PRESIDENT KERNIGHAN

NOES –

ABSENT –

ABSTENTION –

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California