

<b>Board Office Use: Legislative File Info.</b>	
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Introduction Date	9-14-16
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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Lucia Moritz, Director, Alternative Education

**Board Meeting Date** August 24, 2016

**Subject** Memorandum of Understanding between Oakland Unified School District and UCSF Benioff Children's Hospital Oakland

**Action Requested** Approval of a Memorandum of Understanding between Oakland Unified School District and UCSF Benioff Children's Hospital Oakland. Children's Hospital Oakland will continue to provide instruction for school age children who are hospitalized at Children's Hospital Oakland.

**Background** Children's Hospital Oakland and the District have an ongoing relationship providing services to chronically ill or temporarily disabled children.

This school program allows the District to comply with Education Code section 48206.3 and 48207.

- § 48206.3 requires districts to provide public education to any temporarily disabled student for whom regular day classes or other alternative programs are impossible or inadvisable. Individual instruction is to be provided in pupil's homes, hospitals, or other residential health facilities.
- § 48207 requires that districts provide education to all students residing in hospitals or medical facilities within the district, regardless of the pupil's home residence.

**Discussion** Approval by the Board of Education of a Memorandum of Understanding between the District and Children's Hospital Oakland, for the latter to provide instruction for children who are hospitalized at Children's Hospital Oakland facilities, for the period of July 1, 2016 through June 30, 2017 in an amount not to exceed \$114,600 per fiscal year.

**Fiscal Impact** Funding for this program will be generated by ADA. The District will reimburse Children's Hospital Oakland for ADA up to a maximum of \$114,600 per fiscal year.

**Attachments**

- Memorandum of Understanding



## CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office  
With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 16-1838

**Department:** Office of General Council

**Vendor Name:** UCSF Benioff Children's Hospital Oakland

**Contract Term:** Start Date: July 1, 2016 End Date: June 30, 2017

**Annual Cost:** \$ 114,600.00

**Approved by:** General Council

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Continued relationship with vendor and expertise in meeting District need providing instruction to school age children.

**Summarize the services this Vendor will be providing.**

UCSF will provide instruction for school age children who are hospitalized at Children's Hospital Oakland.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

## **MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND**

This contract made and entered into this 1st day of July, 2016, by and between the Oakland Unified School District, ("OUSD"), and the Children's Hospital & Research Center at Oakland, doing business as UCSF Benioff Children's Hospital Oakland ("CHILDREN'S HOSPITAL OAKLAND").

WITNESSETH:

WHEREAS, the CHILDREN'S HOSPITAL OAKLAND is able to maintain a school site to perform such services required and listed in this contract, which will be incorporated into this agreement by reference, as agent for and on behalf of the OUSD pursuant to the terms and conditions hereinafter stated:

NOW, THEREFORE, it agreed by the parties hereto as follows:

### **I. Services**

- A. For the duration of this contract, as hereinafter specified, CHILDREN'S HOSPITAL OAKLAND agrees to perform the following services to the ultimate review, supervision and responsibility of OUSD:
  - 1. Assure fiscal operation accountability and responsibility of the CHILDREN'S HOSPITAL OAKLAND School pursuant to the terms and conditions of this contract.
  - 2. Assure proper administration of the program and operation of the CHILDREN'S HOSPITAL OAKLAND school pursuant to the terms and conditions of this contract.
  - 3. Assure proper supervision of CHILDREN'S HOSPITAL OAKLAND staff and proper administrative direction and support by review procedures and evaluations approved by OUSD prior to commencement of the program. These procedures are incorporated herein by reference.
  - 4. Assure sufficient enrollment of students at the CHILDREN'S HOSPITAL OAKLAND site by immediate assessment of incoming students.
  - 5. Endeavor to supplement ADA funds generated by CHILDREN'S HOSPITAL OAKLAND by fund-raising, use of volunteers, and other appropriate methods.
  - 6. Assure proper supervision of CHILDREN'S HOSPITAL OAKLAND staff and proper administrative direction and support by reviewing procedures and evaluations approved by OUSD prior to commencement of the program. These procedures are incorporated herein by reference.

7. CHILDREN'S HOSPITAL OAKLAND shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD unless required by law.
8. **FERPA.** The parties acknowledge that records regarding a student's participation in the Educational Internship described in this MOU may be student educational records protected by the Federal Family Educational Rights and Privacy Act (FERPA), and that student permission must be obtained, or other safeguards fulfilled, before releasing specific data to anyone, even under subpoena. This obligation is intended to survive termination of the Agreement..

B. For the duration of this contract, as hereinafter specified, OUSD agrees to:

1. Issue attendance and grade credits to students in accordance with OUSD and State curriculum requirements.
2. Serve as the purchasing agent for instructional equipment and supplies for the CHILDREN'S HOSPITAL OAKLAND school, such purchases to be made by CHILDREN'S HOSPITAL OAKLAND from OUSD at educationally discounted rates.
3. The utilization of ADA funds which are generated from the Program's student attendance for both instructional and support services by CHILDREN'S HOSPITAL OAKLAND and District support services.
4. Support CHILDREN'S HOSPITAL OAKLAND effort to seek funds to supplement the OUSD contribution by writing letters of support for proposals and identifying, where possible, sources of funding.
5. Provide one full-time Home and Hospital Instructor for regular school sessions.
6. Work with CHILDREN'S HOSPITAL OAKLAND as necessary to provide assessment and chart notes upon request to monitor student progress (and with parental permission).

C. For the duration of this contract, as hereinafter specified, CHILDREN'S HOSPITAL OAKLAND and OUSD jointly agree to the following:

1. The Superintendent shall appoint a representative to be responsible for all matters concerning CHILDREN'S HOSPITAL OAKLAND School, through the CHILDREN'S HOSPITAL OAKLAND Child Life Manager.
2. Matters pertaining to students, such as assignments, transfer, and discipline will be the ultimate responsibility of appropriate OUSD personnel.
3. Within 30 days from the date of a request by OUSD, CHILDREN'S HOSPITAL OAKLAND shall prepare periodic reports, analyze data, attend District-wide meetings, and assist OUSD in the annual program evaluation.

4. Observe District policies and regulations, and state and federal laws, including FERPA to the extent possible, related to the confidentiality of pupil and personnel records.

## **II. Budget and Payments**

- A. It is expressly understood and agreed between the parties hereto that the methods of payments and the amounts hereof specific in this contract shall constitute full consideration (unless otherwise amended by mutual consent of the parties hereto) to CHILDREN'S HOSPITAL OAKLAND and OUSD for the performance of services provided during the term of this agreement.
- B. It is expressly understood and agreed between the parties hereto that the amount of cash funds made available for OUSD and agreed upon are dependent upon the level of ADA which OUSD shall review at three-month intervals to determine the total allocations.
- C. CHILDREN'S HOSPITAL OAKLAND shall make available for examination and audit by OUSD all books and accounts pertaining to the program pursuant to terms and conditions established by OUSD, and which are incorporated herein by reference and shall forward monthly financial reports to OUSD.
- D. The formula for reimbursement is as follows:

The funding is based on the new Local Control Funding Formula (LCFF) and includes base, supplemental, and concentration grants in place of most previously existing K-12 funding streams, including revenue limits and most state categorical programs under this agreement.

The maximum annual reimbursement from the Oakland Unified School District is \$114,600.

CHILDREN'S HOSPITAL OAKLAND will be reimbursed based on the actual total P-2 average daily attendance (ADA) report. Average daily attendance (ADA) calculation is as follows: one hour of instruction equals a student day of attendance. Total hours/days earned through P2 (1<sup>st</sup> through 7<sup>th</sup> statistical, September – March, attendance date cutoff) are divided by the total days of instruction available through P2 to calculate ADA.

CHILDREN'S HOSPITAL OAKLAND will be reimbursed based on the certified P-2 average daily attendance (ADA) report filed with the California Department of Education. Average daily attendance (ADA) calculation is as follows: one hour of instruction equals a student day of attendance. Total hours earned per student during the P2 period (measured from opening day of school to April 15, but only measuring days available for student instruction) are divided by the total days of instruction available during the P2 period to calculate ADA.

- E. CHILDREN'S HOSPITAL OAKLAND shall submit monthly invoices to OUSD by the 20<sup>th</sup> day of each month from September through June, paid on a monthly basis, based on projected ADA by P-2 (estimated at 28). Any underpayment or overpayment due to the actual ADA by P-2, will be remedied following the tenth month reimbursement schedule). These invoices will constitute 10- payments.

**III. Term**

The term of this agreement shall be for the period July 1, 2016 through June 30, 2018. Either Party may terminate this agreement without cause after notifying the other party. Sixty days written notice is required prior to termination.

**IV. Facility**

CHILDREN'S HOSPITAL OAKLAND School shall be housed at the Children's Hospital, 747 Fifty Second Street, Oakland, CA 94609.

**V. Indemnification**

Each party shall defend, indemnify, and hold harmless the other party and its employees, affiliates, officers, and directors, and each of them, from and against any and all liability, damage, loss, cost or expense of any nature (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon any of the indemnified parties in connection with any claims, suits, actions, demands, proceedings, causes of action, or judgments resulting from or arising out of this agreement and the services provided hereunder to the extent attributable to the negligence or intentional misconduct of the indemnifying party or any of its agents or employees.

**VI. Property and Equipment**

CHILDREN'S HOSPITAL OAKLAND agrees to exercise reasonable care in safeguarding all property and equipment belonging to OUSD, and purchased with program funds, in accordance with any terms and conditions of the contract. All purchases of property and equipment and the lease of any buildings or sites by CHILDREN'S HOSPITAL OAKLAND School shall be in the name of and approved by OUSD.

**VII. Notices.** Any notice required under this MOU shall be sent to the following:

Ann Kriozere, Director of Contracting, UCSF Benioff Children's Hospital Oakland, 747 52nd Street, Oakland, CA 94609 with a copy to Greta Schnetzler, Chief Campus Counsel, UCSF Office of Legal Affairs, 745 Parnassus Ave., 2nd Floor, box 0986, San Francisco, CA 94143

Marion McWilliams, General Counsel, Oakland Unified School District, Office of the General Counsel, 1000 Broadway, Suite 680, Oakland, CA 94607

IN WITNESS HEREOF, the parties are the authorized representatives of said organizations and have therefore, executed this contract as of this date herein above written for and on behalf of such organization by authority of governing bodies is within the scope of the powers of said organization.

**Children's Hospital & Research Center at Oakland d/b/a UCSF Benioff Children's Hospital Oakland**

**Oakland Unified School District**

\_\_\_\_\_  
James Harris  
President, Board of Education



*Bertram Lubin*

Bertram Lubin, MD  
President and CEO

*[Signature]*

Secretary, Board of Education

APPROVED AS TO FORM

*for [Signature]*

Marion McWilliams  
General Counsel  
Oakland Unified School District

*[Signature]*

James Harris  
President, Board of Education

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By: