

Board Office Use: Legislative File Info.	
File ID Number	14-1822
Introduction Date	10-22-14
Enactment Number	14-1803
Enactment Date	10/22/14 <i>ok</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date 10/22/14
*(To be completed by
Procurement)*

Subject Memorandum of Understanding - San Francisco State University (contractor) -
968/ Health Services (site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and San Francisco State University, San Francisco, CA. Services to be primarily provided to 968/Health Services Department for the period of September 2, 2014 through June 30, 2015.

Background
A one paragraph explanation of why the consultant's services are needed. The school nurse program aims to provide more equitable and holistic health care to all nursing students. The internship program with the San Francisco State University, School of Nursing, fosters community participation and provides OUSD students with additional positive role models and health care providers. San Francisco State University will provide 2 students per semester to intern with OUSD School Nurses to gain exposure to the entire gamut and unique needs of OUSD students. The School Nurse administrator will meet with the San Francisco State students and faculty to ensure all learning objectives are satisfied. The nursing students will intern one day a week for 15 weeks at select school sites under the guidance of an OUSD School Nurse.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of professional services contract between Oakland Unified School District and San Francisco State University, San Francisco, CA, for the latter to provide student nurse interns one day per week for fifteen weeks under the guidance of a school nurse to gain exposure to the entire gamut and unique needs of OUSD students for the Health Services Department for the period of September 2, 2014 through June 30, 2015, at no cost to the District.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and San Francisco State University. Services to be primarily provided to 968/Health Services Department for the period of September 2, 2014 through June 30, 2015.

Fiscal Impact Funding Source: No Fiscal Impact

Attachments

- Memorandum of Understanding
- Certificate of Insurance
- Scope of Work
- Statement of qualifications

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN FRANCISCO STATE UNIVERSITY AND OAKLAND UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") is entered into this 2 day of September 2014 by and between the San Francisco State University ("University") and Oakland Unified School District ("Agency" or "OUSD")

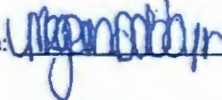
1. University has an approved and accredited nursing program (the "School of Nursing" or "Nursing Program") which requires the use of clinical facilities so that its students may obtain clinical nursing experience (the "learning experience"). Agency has suitable clinical facilities for furnishing the learning experience. It is for the mutual benefit of the parties that student(s) in the Nursing Program use Agency facilities for the learning experience.
2. The learning experience shall be under a preceptorship whereby the School of Nursing provides the student (s), and Agency provides the facilities.
3. University and Agency shall coordinate planning of the learning experience.
4. Agency shall provide an environment which is appropriate for the learning experience and meets the written objectives of the Nursing Program as provided by University. Agency shall provide an orientation to School of Nursing faculty and students which includes Agency expectations regarding student affiliation, Agency policies and procedures which impact patient/client care, and general information which assists in the socialization of student(s) and School Nursing Faculty with Agency.
5. Agency shall designate, after consultation with the School of Nursing, a preceptor for student(s) ("Preceptor"). Faculty, with input from Preceptor, shall evaluate the performance of student(s) according to guidelines outlined by the School of Nursing.
6. The University shall coordinate with Agency, and monitor, all instruction University provides to School of Nursing student(s) at Agency. The Associate Dean for Academic Programs in the School of Nursing and/or a designated faculty member shall be available for conference or assistance as needed by Agency during the learning experience.
 - 6a. The University will inform students that they are not employees of OUSD and shall have no entitlement against OUSD for Social Security benefits, Worker's Compensation benefits, salaries, retirement or any other employment benefits of any kind.
 - 6b. The University will provide OUSD with required information concerning student's health including records of student's vacation and immunization status upon request by OUSD, recent PPD or chest x-ray result (within six months prior to student's assignment to OUSD), and certificate of student's education in safe work practices and blood borne pathogens.
 - 6c. The University will follow OUSD's policy regarding fingerprinting for volunteers. This includes current evidence of California DOJ, FBI or Activity Supervisor Clearance Certificate security clearance before beginning the program.
7. Schedules and student assignments shall be developed so as to enhance the goals of the nursing program and complement the primary mission of Agency. The University and Agency shall perform an annual review to determine the effectiveness of this MOU.

8. University shall be responsible for the academic activities of student(s), as well as any necessary disciplinary action, during the learning experience. While at Agency facility, student(s) shall be subject to Agency's rules, regulations, and confidentiality standards. Student(s) shall not be considered employees of Agency. Student(s) may be removed from the learning experience at Agency either by the University, or at the request of Agency following consultation with University.
9. Agency shall have ultimate responsibility for patient/client care and services, and shall maintain its staff in adequate number and quality so as to ensure the safe, continuous services it provides.
10. Agency acknowledges that student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than University. University agrees to provide Agency with guidance with regard to compliance with FERPA.
11. University and Agency agree not to discriminate in employment, academic programs, or the provision of services on the basis of race, color, religion, ancestry, national origin, age (over 40 years), sex, sexual orientation, marital status, medical condition, disability or any other basis protected by federal, state, or local ordinance or regulation.
12. University shall provide Worker's Compensation Insurance and Professional Liability coverage for student(s) while student(s) is(are) participating in the learning experience at Agency. Evidence of such coverage shall be furnished upon request by Agency. At all times during the term of this Agreement, each party shall obtain or provide and maintain insurance as required to be evidenced hereby. Each party shall provide to the other certificates of insurance or other appropriate evidence of comprehensive general liability insurance and professional liability (malpractice) insurance covering the party and its instructors, faculty members, students, volunteers and employees at the facilities of the OUSD, establishing that such insurance coverage are in full force and effect and that the limits of coverage with respect to professional liability (malpractice) insurance are not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and with respect to comprehensive general liability, that limits are not less than \$1,000,000 combined single limit for bodily injury and property damage. The parties shall also maintain and provide evidence of worker's compensation and disability coverage as required by law.
13. University and Agency agree to defend, indemnify and hold one another, their respective officers, employees, students, and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.
14. The services under this MOU are to be performed by and between independent contractors, these being the University and Agency.
15. The term of this MOU shall commence on September 2, 2014 and shall be automatically renewed for succeeding terms of one year, June 30, 2015. This MOU may be terminated without cause by either party upon giving the other party sixty (60) days written notice; provided, however, that any such termination by Agency shall not be effective as to any student who at the date of mailing of notice by Agency was participating in the learning experience at Agency until the student has completed the learning experience for the then current academic term (semester), except at the election of University.
16. This MOU shall be construed in accordance with the laws of the state of California, and shall be subject to the rules and regulations of the Board of Registered Nursing of California. *mp* Exhibit A

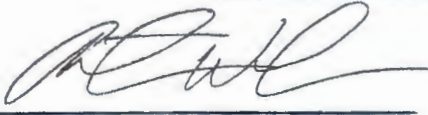
IN WITNESS WHEREOF, this MOU has been executed in duplicate by and on behalf of the parties hereto, on the day and year first above written

UNIVERSITY OF SAN FRANCISCO

Megan Dobbyn
Associate Procurement Officer
1600 Holloway Ave
San Francisco, CA 94132
Telephone: (415) 841-5020

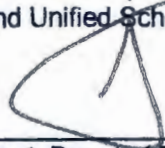
Signature:  Date: 7/29/2014

OAKLAND UNIFIED SCHOOL DISTRICT



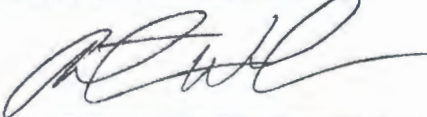
Date: 10/23/14

Antwan Wilson, Superintendent
Oakland Unified School District



Date: 10/23/14

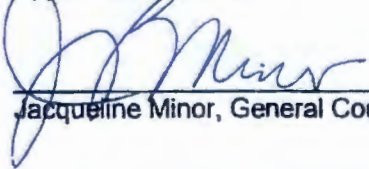
President, Board of Education
Oakland Unified School District



Date: 10/23/14

Secretary, Board of Education
Oakland Unified School District

Approved As to Form


Jacqueline Minor, General Counsel

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
www.epls.gov/epls/search.do.

File ID Number: 14-1822
Introduction Date: 10/22/14
Enactment Number: 14-4803
Enactment Date: 10/22/14
By: o/s

CERTIFICATE OF COVERAGE		DATE (MM/DD/YYYY) 6/18/2014
PRODUCER Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco CA 94111	THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S). IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).	
NAMED COVERED PARTY San Francisco State University 1600 Holloway Avenue Administration Building, Room 252 San Francisco CA 94132	PROGRAM AFFORDING COVERAGE A: CSU Risk Management Authority B: C:	

COVERAGES
 THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CSURMA-LIAB-1415	7/1/2014	6/30/2015	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
	<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> STR \$500,000				GENERAL AGGREGATE	\$4,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG	\$4,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	CSURMA-WC-1415	7/1/2014	6/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS
 Note: Workers' Compensation Coverage is provided as evidence only.
 Evidence of Medical Malpractice is included in General Liability coverage.

CERTIFICATE HOLDER San Francisco State University 1600 Holloway Avenue San Francisco CA 94132	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS. AUTHORIZED REPRESENTATIVE <i>R. Lee Jones</i>
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California State University Risk Management Authority

Endorsement No.: Per Blanket Additional Covered Party attached to Memorandum of Coverage of Coverage listed below

Effective: 07/01/2014

Forms a part of MOC No.: CSURMA-LIAB-1415

Issued to: Per Attached Certificate of Coverage

Issued by: California State University Risk Management Authority (CSURMA)

Issued on behalf of Member: CSURMA Member On File With Company

This Endorsement Changes The Memorandum of Coverage. Please Read It Carefully.

ADDITIONAL COVERED PARTY

Section VI. DEFINITIONS - The definition of **Additional Covered Party** is amended to include as a covered party the person or organization shown as the entity "Issued To" above, but only with respect to bodily injury and property damage liability arising out of the "Described Lease or Activity" above for that covered party by or for you.

The coverage provided does not apply to any occurrence taking place:

1. Prior to the commencement of the Members' operations or occupation of the premises; or
2. After the Members' operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract or the limits of liability of this Memorandum, whichever is less, and will apply in excess of the Members' retained limit shown in the Declarations. CSURMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

Any other coverage carried by a certificate holder which may be applicable shall be deemed excess and the Member's coverage primary notwithstanding any conflicting provisions in the Member's memorandum of coverage.

All other terms and conditions in the memorandum of coverage remain unchanged.
CSURMA0001 (07/10)

Signed: Robert J. [Signature]

Date: 7/1/14

A Public Entity Joint Powers Authority



SAN FRANCISCO STATE UNIVERSITY-SCHOOL OF NURSING

N446 Community/Public Health Nursing Theory

Three units

SPRING 2014

FRIDAY 1-4 pm

Humanities Building 217

Theory Instructor: Rebecca Carabez Ph.D., RN

Clinical Instructor: Twila Brown RN, MPH

Clinical Instructor: Lisa Marlowe RN, MSN

Clinical Instructor: Maria Aquino RN, MS

Clinical Instructor: Nora Cullen RN, MS

SAN FRANCISCO STATE UNIVERSITY-SCHOOL OF NURSING

COURSE: N446 Community/Public Health Nursing Theory
CREDIT: Three (3) units
DAY/TIME/PLACE: Friday 1-4 pm
FACULTY: Rebecca Carabez Ph.D., RN
Office: Burk Hall 379
Phone (415) 338-3886
Email: rcarabez@sfsu.edu
OFFICE HOURS: Friday 3-5 pm, Fri 4-5 pm

N446 COURSE DESCRIPTION: This three unit course that provides the foundation for community/public health nursing care of individuals, families, communities and populations. Selected public health and nursing concepts provide the basis for the nurse's independent and collaborative roles and functions in the community setting. Socio-cultural, political and economic influences on a community's health and the health care delivery system are explored. Selected current issues and trends affecting community mental health are integrated throughout the course.

N447 is the practicum portion of this course that emphasizes the application of nursing and epidemiological concepts that promote and protect health and prevent disease among individuals, families, communities and populations. Intervention strategies focus on empowering clients with necessary knowledge and skills to make informed and healthful choices. Experiences include working with patients in their homes and other community settings.

TEACHING AND LEARNING STRATEGIES: This course is designed to meet the state and national accreditation requirements for community health theory and to prepare students to apply for their Public Health Nursing certificates upon completion of the undergraduate nursing program. Education for community health/public health nursing students is expected to begin at the BSN level and draws heavily on the liberal arts and the science of epidemiology to address ongoing and emerging health needs in communities.

Nursing roles in this field are dynamic and take place in homes, schools and other multicultural settings. Students are challenged to apply high level decision making skills and functions more independently than they do in hospitals. The rate of change in the health care field means that nursing students must learn how to evaluate new claims for knowledge and monitor the rationality of their own practices in light of new knowledge and circumstances, for these reasons, this course uses "world as a classroom" projects to promote autonomy and professional accountability. Students are encouraged to approach their growth as writers and critical thinkers who are habituated to scholarship as a lifelong learning activity inherent in the enactment of their professional nursing role.

The faculty's expectation is that students are adult learners who will take an active part in their learning, engage in thoughtful and informed discussion in class, thoroughly prepare and participate in other scholarly activities that deepen their understanding of community health concepts and issues.

STUDENT LEARNING OBJECTIVES:

Students will:

1. Describe the multiple roles of the community health nurse working with individuals, families, and aggregates within various communities.
2. Analyze the impact of the socio-cultural, economic, and political systems on the health status of individuals, families, and communities.
3. Apply basic epidemiological concepts to analyze the public's health and determine strategies for community health nursing practice.
4. Identify populations-at-risk using the levels of prevention framework.
5. Apply health teaching-learning strategies for working with groups.
6. Discuss the basic concepts of community health program planning.
7. Describe the influence of families, support systems, and communities on the health care outcomes of individuals.
8. Describe the health care delivery system and the relationship of economics and poverty to the accessibility of health care treatment options.
9. Assess the health care needs of specific aggregates and vulnerable population groups and use community/public health nursing interventions to assist these groups to meet their needs.

REQUIRED TEXTBOOK AND MATERIALS

Allender, J.A., Rector, C., Warner, K.D. (2014). **Community & Public Health Nursing: Promoting the Public's Health, Eighth Edition**; Lippincott, Williams, Wilkins.

ISBN: 978-1-60913-688-8

Institute of Medicine Report: *Future of Nursing; Leading Change, Advancing Health*

RECOMMENDED

Chitty, K.K. (2007). *Nursing theory: The basis of professional nursing*, St. Louis, Missouri: Saunders Co.

APA Publication Manual-most current version

APA format also available at <http://owl.english.purdue.edu/owl/resource/560/01/>

All other textbooks used in previous courses in the School of Nursing (Theory, Fundamentals, Geriatrics)

SAM Search Results
List of records matching your search for :

Search Term : San* Francisco* State* University*
Record Status: Active

ENTITY	SAN FRANCISCO STATE UNIVERSITY	Status:Active
DUNS: 942514985	+4:	CAGE Code: 061P1 DoDAAC:
Expiration Date: Aug 1, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1600 HOLLOWAY AVE BUILDING NAD ROOM 358C		
City: SAN FRANCISCO	State/Province: CALIFORNIA	
ZIP Code: 94132-1722	Country: UNITED STATES	

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) barbara.parker@ousd.k12.ca.us

Contractor Information

Contractor Name	San Francisco State University	Agency's Contact	Megan Dobbyn				
OUSD Vendor ID #	V051147	Title	Associate Procurement Officer				
Street Address	1600 Holloway Ave	City	San Francisco	State	CA	Zip	94132
Telephone	(415) 841-5020	Email (required)	mdobbyn@sfsu.edu				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	9/2/2014	Date work will end	6/30/2015	Other Expenses	
Pay Rate Per Hour (required)	\$ 0.00	Number of Hours (required)	240		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
	No Fiscal Impact		5825	\$ 0.00
			5825	
			5825	
Requisition No. (required)			Total Contract Amount	
			\$ 0.00	

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Barbara Parker		Phone	273-1510
	Site / Department	968/ Health Services			Fax	273-1511
	Signature				Date Approved	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	8/20/14
3.	Regional Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Signature					Date Approved
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved	Denied - Reason	Date		
Procurement	Date Received	PO Number				