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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 6-13-12

Subject Memorandum of Understanding - Children's Hospital and Research Center at Oakland and Oakland Unified School District and

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Children's Hospital and Research Center at Oakland. Children's Hospital and Research Center at Oakland will provide instruction for school age children who are hospitalized at Children's Hospital.

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

This school program allows the District to comply with Educational Codes 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 pupils' 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 District and Children's Hospital and Research Center at Oakland, for the latter to provide instruction for children who are hospitalized at Children's Hospital, for the period July 1, 2012 through June 30, 2014, in an amount not to exceed a total of \$109,200.00 per year.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Children's Hospital and Research Center at Oakland for the period July 1, 2012 through June 30, 2014.

Fiscal Impact Funding for this program will be generated by ADA. The District will reimburse Children's Hospital and Research Center at Oakland for ADA up to a maximum of \$109,200.00 per year.

Attachments

- Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT AND CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND

This contract made and entered into this 1st day of July, 2012, by and between the Oakland Unified School District, ("OUSD"), and the Children's Hospital & Research Center at Oakland ("CHRCO").

WITNESSETH:

WHEREAS, the CHRCO 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, CHRCO agrees to perform the following services to the ultimate review, supervision and responsibility of OUSD:
 - 1. Assure fiscal operation accountability and responsibility of the CHRCO School pursuant to the terms and conditions of this contract.
 - 2. Assure proper administration of the program and operation of the CHRCO school pursuant to the terms and conditions of this contract.
 - 3. Assure proper supervision of CHRCO 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 CHRCO site by immediate assessment of incoming students and by the use of students, volunteers, tutors, and independent study contracts.

5. Endeavor to supplement ADA funds generated by CHRCO by fund-raising, use of volunteers, and other appropriate methods.
- 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 CHRCO school, such purchases to be made by CHRCO 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 CHRCO and District support services.
 4. Support CHRCO 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.
- C. For the duration of this contract, as hereinafter specified, CHRCO and OUSD jointly agree to the following:
1. The Superintendent shall appoint a representative to be responsible for all matters concerning CHRCO School, through the CHRCO 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, CHRCO shall prepare periodic reports, attend District-wide meetings, and assist OUSD in the annual evaluation to be submitted to the Superintendent of Public Instruction.

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 CHRCO 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. CHRCO 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:

CHRCO 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. This ADA figure is multiplied by the contract revenue limit dollar amount. For example in 2011-2012:

Total hours/days through P2	=	3942
Total days of instruction	=	138 (measured from August 27 to April 15 inclusive, only including days teacher offer instruction to students)
P2 ADA	=	$3942/138 = 28.56$
Revenue Limit	=	\$3,419.72
Reimbursement to CHOS	=	$\$97,667.20 = 28.56 \times \$3,419.72$

The maximum annual reimbursement from the Oakland Unified School District is \$109,200.

- E. CHRCO shall submit monthly invoices to OUSD by the 20th 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, 2012 through June 30, 2014. Either Party may terminate this agreement without cause after notifying the other party. Sixty days written notice is required prior to termination.

IV. Facility

CHRCO 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, 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

CHRCO 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 CHRCO School shall be in the name of and approved by OUSD.

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.

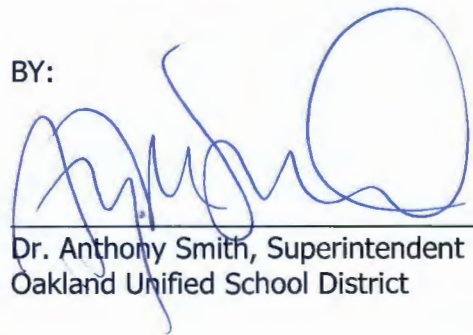
**CHILDREN'S HOSPITAL & RESEARCH
CENTER AT OAKLAND**

**OAKLAND UNIFIED SCHOOL
DISTRICT**

BY:

BY:

Bertram Lubin, MD
President and CEO
Children's Hospital & Research Center at Oakland



Dr. Anthony Smith, Superintendent
Oakland Unified School District

DATE: _____


DATE: _____

President, Board of Education
Oakland Unified School District

DATE: _____

Approved as to form & content

By:


Jacqueline P. Minor, General Counsel
Oakland Unified School District

DATE: 5/29/2012