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Enactment Number	13-1907
Enactment Date	9/11/13 <i>ea</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Gary Yee, Ph.D., Acting Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *Maria Santos*
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement) September 11, 2013

Subject Memorandum of Understanding - University of San Francisco, School of Nursing (contractor) - 922/Family, School, and Community Partnerships Department (site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and University of San Francisco, School of Nursing. Services to be primarily provided to McClymonds High School for the period of September 3, 2013 through June 30, 2014.

Background
A one paragraph explanation of why the consultant's services are needed.

California School Nurses Organization (CSNO) is working with the University of San Francisco (USF) School of Nursing on a new and unique program - the RN Residency Program in Primary Ambulatory Care Settings with funding from the CA Institute for Nursing a Health Care (CINHC). USF, the Community Health Partnership, Inc. and CSNO have formed a collaborative to provide young nurses the opportunity to get some real world experience. A nurse will have the opportunity to work with a credentialed school nurse. This gives the nurse experience and most importantly, introduces them to school nursing. In response to the challenges newly licensed RN's are currently experiencing in securing jobs in the bay area during these economic times, the University of San Francisco along with Community Health Partnerships and the California School Nurses Organization have joined forces with the California Institute for Nursing and Health Care Collaborative to develop Nurse Residency programs. It is hoped that through such programs, new RN's can begin working as professional nurses with a mentor/preceptor in the community and acute care settings. The goals are to retain new nurses while developing their role as a professional nurse. USF offers the only program comprised entirely of non-traditional ambulatory care settings. The program will promote professional role development of the newly graduated nurse to work as an advance beginner RN in the school setting. The program will build and reinforce learning from previous clinical experiences as well as introduce the professional nursing role in the schools.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between District and University of San Francisco, School of Nursing, San Francisco, CA, for the latter to provide a registered nurse in the RN Residency Program for a twelve week program supervised by a credentialed school nurse 20 hours per week for 240 hours to build and reinforce learning from previous clinical experiences as well as introduce the professional nursing role in the schools for the period of September 3, 2013 through June 30, 2014, at no cost to the District.



OAKLAND UNIFIED
SCHOOL DISTRICT

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Recommendation

Approval of Memorandum of Understanding between Oakland Unified School District and University of San Francisco, School of Nursing. Services to be primarily provided to 922/Family, School, and Community Partnerships Department for the period of September 3, 2013 through June 30, 2014.

Fiscal Impact

Funding Source: No Fiscal Impact

Attachments

- 2 originals of the Memorandum of Understanding
- Certificate of Insurance

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF SAN FRANCISCO AND OAKLAND UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") is entered into this 3 day of September 2013 by and between the University of San Francisco ("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 3, 2013 and shall be automatically renewed for succeeding terms of one year. 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.

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


Judith F. Karshmer, Ph.D, RN
Dean, School of Nursing
102 Cowell Hall
2130 Fulton Street
San Francisco, CA 94117-1080
Telephone: (415) 422-2025 Fax: (415) 422-6877

Signature:  Date 6/28/13

Gerardo Marin, PhD
Vice Provost
LMR 423
2130 Fulton Street
San Francisco, CA 94117-1080

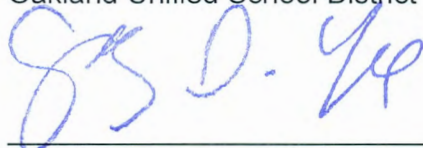
Signature:  Date 7/2/13

OAKLAND UNIFIED SCHOOL DISTRICT



President, Board of Education
Oakland Unified School District

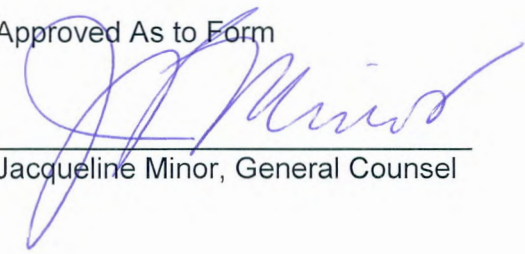
Date: 9/2/13




Secretary, Board of Education
Oakland Unified School District

Date: 9/2/13

Approved As to Form



Jacqueline Minor, General Counsel

File ID Number: 13-1921
Introduction Date: 9/11/13
Enactment Number: 13-1907
Enactment Date: 9/11/13
By: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 0726293 1-415-546-9300
 Arthur J. Gallagher & Co.
 Insurance Brokers of California, Inc., License #0726293
 1225 Battery Street #450
 San Francisco, CA 94111

CONTACT NAME:	
PHONE (A/C, No. Ext):	FAX (A/C, No.):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: UNITED EDUCATORS INS RRG INC	NAIC # 10020
INSURER B: TRAVELERS PROP CAS CO OF AMER	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 University of San Francisco
 2130 Fulton Street
 San Francisco, CA 94117

COVERAGES

CERTIFICATE NUMBER: 34644336

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLX201300051100	07/01/13	07/01/14	EACH OCCURRENCE \$ 2,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		BLX201300051100	07/01/13	07/01/14	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		GLX201300051100	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		BLX201300051100	07/01/13	07/01/14	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR					AGGREGATE \$
	EXCESS LIAB					\$
	<input type="checkbox"/> CLAIMS-MADE					\$
	DED					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TC2JUB419J710513	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Licensed Professional		LPD201300044200	07/01/13	07/01/14	Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Oakland Unified School District their respective officers, employees, & agents are added as additional Insured as per attached endorsement form BLX5161 as respects Nursing Program.

CERTIFICATE HOLDER

Oakland Unified School District
 their respective officers, employees, & agents
 1025 2nd Ave
 Oakland, CA 94606-2212
 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)
 mherbert
 34644336

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University of San Francisco
BLX201300051100

Effective: 7/1/2013

ADDITIONAL INSURED

In consideration of the premium charged, we agree with the **Educational Organization** that, subject always to all other provisions of this Policy,

Oakland Unified School District their respective officers, employees, and agents

is an additional **Insured** but only with respect to **Occurrences** arising out of operations and functions for or on behalf of an **Included Entity**.

All other Policy provisions remain the same.


Authorized Representative

BLX516I - 15

6/1/2008

United Educators Insurance, a Reciprocal Risk Retention Group

Version Date: 7/1/2013