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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, High School Network Superintendent
Gary Middleton, Executive Director of Alternative Education

Meeting Date December 11, 2024

Subject Memorandum of Understanding - UCSF Benioff Children’s Hospital

Ask of the Board Ratification by the Board of Education of a Memorandum of Understanding - No Cost by and between the District and Children’s Hospital and Research Center at Oakland dba UCSF Benioff Children’s Hospital Oakland, Oakland, CA, for the latter to provide instruction to any child who receives treatment at BCH-Oakland and who is or would be eligible to be enrolled in Grades K-12 through the OUSD Home and Health Program; communicate with students’ teachers when needed, and monitor student progress, via the High School Network, for the period of February 1, 2022 through to June 30, 2025, at no cost to the District.

Background Benioff 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.

Fiscal Impact No Fiscal Impact

Attachment(s)

- Memorandum of Understanding

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

This Memorandum of Understanding ("MOU") is made and entered into as of the date the last party signs, by and between the Oakland Unified School District, ("OUSD" or "District"), and Children's Hospital & Research Center at Oakland, doing business as UCSF Benioff Children's Hospital Oakland ("BCH-Oakland").

WITNESSITH:

WHEREAS, BCH-Oakland seeks to maintain a school site to perform such services required and listed in this MOU, which will be incorporated into this MOU by reference, in collaboration with OUSD pursuant to the terms and conditions hereinafter stated:

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

I. Services.

- A. For the duration of this contract, as hereinafter specified, OUSD agrees to:
 1. Within five (5) business days of receiving notice from BCH-Oakland or the child's parent/legal guardian, provide instruction to any child who receives treatment at BCH-Oakland and who is or would be eligible to be enrolled in grades K-12 through the OUSD Home and Hospital Program ("OUSD Program.") OUSD's obligation will be consistent with the requirements under Education Code section 48208.
 2. Communicate with student's teachers when possible or as needed.
 3. Issue attendance and grade credits to students in accordance with OUSD and State curriculum requirements.
 4. Purchase and supply learning materials (i.e., textbooks) and equipment to students as necessary.
 5. Utilize the Average Daily Attendance ("ADA") funds which are generated from the OUSD Program's student attendance for both instructional and support services by BCH-Oakland and District support services.
 6. Reasonably support BCH-Oakland's effort to seek supplemental funds to support the BCH-Oakland School by writing letters of support for proposals and identifying, where possible, sources of funding.
 7. **Provide academic assessment upon parent/guardian or teacher's written request for the purpose of monitoring student progress. Requested academic assessments will only be provided after OUSD's receipt of parent/guardian consent.**
 8. Report to the medical provider any potential medical concerns identified during the course of interactions.
 9. Comply with the Family Educational Rights and Privacy Act ("Act") in their handling of educational records of Students enrolled in the programs, including, without limitation, the annual notification to Students or parents of Students of their rights under the Act. OUSD agrees to protect these records in accordance with the Act. Neither party shall

be permitted to authorize and further disclosure of the educational records of students of the other party to persons nor entities not a party to this MOU without first having received permission of the other party, and having obtained assurances that the other party has fully complied with the provisions of the Act.

10. May access, use or disclose protected health information only as permitted or required by the October 2017 Business Associate Agreement entered into by the parties or as required by law.
- B. For the duration of this MOU, as hereinafter specified, BCH-Oakland agrees to perform the following services to support the ultimate review, supervision and responsibility of OUSD:
1. Assist in the operational accountability and responsibility of the BCH-Oakland School pursuant to the terms and conditions of this MOU.
 2. Assist in the proper administration of the program and operation of the BCH-Oakland School pursuant to the terms and conditions of this MOU.
 3. Assure proper supervision of BCH-Oakland staff and provide BCH-Oakland staff with direction and support in the administration of the hospital program and the provision of services to students/patients.
 4. Facilitate enrollment of students at the BCH-Oakland site by immediate health assessment of incoming students.
 5. Assure accurate completion of attendance records.
 6. Provide any training to OUSD staff needed to provide services in a medical facility as required by BCH-Oakland policy or state or federal law, including protocols designed to limit exposure to COVID-19 and other communicable diseases.
 7. Provide general supplies (pens, paper, etc.) as needed.
 8. Confidentiality- BCH-Oakland shall maintain strict confidentiality of all information about individual students received under this MOU and will disseminate such information only as required by law. BCH-Oakland acknowledges that OUSD student information and other records regarding a student's participation in the BCH-Oakland School may be considered 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 this MOU for statutorily required period of time. BCH-Oakland will be allowed to use the data received under this MOU to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student participating in the BCH-Oakland School could be made. Any student information deemed confidential under FERPA shall be provided to BCH-Oakland only if the parent/guardian has given written consent.
 9. Provide locked storage and a work space for OUSD staff's use with a telephone, computer and access to printing.
- C. For the duration of this contract, as hereinafter specified, BCH-Oakland and OUSD jointly agree to the following:
1. Matters pertaining to students, such as assignments, transfer, and non-corporal discipline will be the ultimate responsibility of appropriate OUSD personnel.

2. Observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
3. The Parties further agree that OUSD's Office of Alternative Education shall be responsible for supervising any OUSD staff who provide instruction under this MOU.
4. Selection and delivery of an appropriate instructional program (e.g. flexible learning program, remote learning, and site-based instruction) will be chosen at the discretion of OUSD. OUSD reserves the right to select and offer an instructional program that: (1) may be provided within the parameters of established safety protocols designed to limit the exposure to highly contagious diseases; and (2) is consistent with the educational program(s) being offered District-wide. OUSD agrees to purchase and supply learning materials (i.e., textbooks) and equipment that is required for student's participation in the selected instructional program.

II. Budget and Payments.

- A. It is expressly understood and agreed between the parties hereto that students receiving instruction through BCH-Oakland School are OUSD students. As such, OUSD is entitled to petition for and collect any revenue in connection with ADA or any other calculation.
- B. Upon request and reasonable notice, BCH-Oakland shall make available for examination and audit by OUSD all books and accounts pertaining to the OUSD Program, specifically, BCH-Oakland shall provide access to any information required by OUSD for attendance audits and financial audits.

III. Term. The parties entered into a previous MOU effective February 1, 2021 to January 31, 2022. Services continued beyond the January 31, 2022 expiration date. Therefore this MOU is retroactive for services back to February 1, 2022 and will continue through to June 30, 2025. Either Party may terminate this MOU without cause after notifying the other party. Sixty (60) days written notice is required prior to termination.

IV. Notice. All notices and invoices provided for under this MOU shall be in writing and either emailed, personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

BCH-Oakland:

Jodi Hirsch

Vice President for Legal Affairs

Children's Hospital & Research Center at Oakland d/b/a UCSF Benioff Children's Hospital
Oakland 747 52nd Street, Oakland, CA 94609 Jodi.hirsch@ucsf.edu

With a copy to:

Ann Kriozere

Director of Contracting

Children's Hospital & Research Center at Oakland d/b/a UCSF Benioff Children's Hospital
Oakland 747 52nd Street
Oakland, CA 94609
Ann.kriozere@ucsf.edu

OUSD:
Legal Department
1011 Union St
#946
Oakland, CA 94607
Phone:510-879-5060
OusdLegal@ousd.org

Notice shall be effective when received if personally served or mail or email is received. Either party must give written notice of a change of address.

- V. OUSD Program and BCH-Oakland School Liaisons.** The individuals set forth below are the designated OUSD Program and BCH Oakland School Liaisons for each Party and should be contacted regarding any regular matters related to the performance of this MOU.

BCH-Oakland
Rechelle Porter
Manager Child Life
Children's Hospital & Research Center at Oakland dba UCSF Benioff Children's Hospital
Oakland
Rechelle.porter@ucsf.edu

OUSD
Rachel Friedman
rachel.friedman@ousd.org

- VI. Facility.** The BCH-Oakland School shall be housed at BCH-Oakland located 747 Fifty Second Street, Oakland, CA 94609.
- VII. Training.** BCH-Oakland agrees to arrange for any required orientation/new employee training for all DISTRICT employees who provide services under this MOU. In addition, these DISTRICT employees shall be given and are expected to read and comply with any relevant policies and manuals furnished by BCH-Oakland. District employees shall not be expected to comply with any policies in direct conflict with District policies and procedures or collective bargaining agreements.
- VIII. Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, employees, agents, affiliates, and subcontractors, harmless from and against any and all

liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages, including consequential damages, whether to person(s) or property, arising out of the performance of this contract but only in proportion to and to the extent it or they are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, agents, affiliates, and subcontractors.

IX. Property and Equipment. BCH-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.

X. General.

- A. **Governing Law/Venue.** This MOU shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this MOU.
- B. **Severability.** If any term provision, covenant or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.
- C. **Integration/Entire Agreement of Parties.** This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument executed by both Parties.
- D. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- E. **Signature Authority.** Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been given the proper authority and empowered to enter into this MOU.
- F. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this MOU until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to BCH-Oakland absent that formal approval. This MOU shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- G. **Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- H. **Assignment.** The obligations of either Party under this MOU shall not be assigned without the express prior written consent of the other Party.

XI. Third Parties. This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this MOU and to be bound by its terms and conditions:

Children's Hospital & Research Center at Oakland dba UCSF Benioff Children's Hospital Oakland

Name: Nicholas Holmes

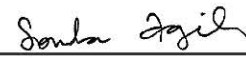
Signature: 

Position: President, UCSF Benioff Childrens

Date: 10/23/2024

OUSD

Name: Sondra Aguilera

Signature: 

Position: Chief Academic Officer

Date: 11/15/2024

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: _____

Signature: _____

Position: _____

Date: _____

Approved as to form by OUSD Legal

Shalini Anadkat  Date 10/18/2024