



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**SUTTER HEALTH**  
**and**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (“Agreement”) is made by and between Mt. Diablo Unified School District (“District”) with its principal place of business being 1936 Carlotta Drive, Concord, CA 94519 and Sutter Health (“Sutter”) with its place of business being 2200 River Plaza Drive, Sacramento, CA 95833 (collectively hereinafter “the Parties”).

**I. PURPOSE**

- A. This Agreement formalizes a relationship between the District and Sutter. The purpose, payments, and scope of services are further described in Appendix A.
- B. The District and Sutter are working in concert to: support youth to be successful in a career.
- C. The District recognizes Sutter as an established nonprofit agency with a strong background and history providing services for career pathways.
- D. This Agreement provides permission for Sutter personnel and staff of Samuel Merritt College in partnership with Sutter to provide instruction and services at Sutter facilities and events.

**II. ROLES AND RESPONSIBILITIES**

- A. Experienced and trained Sutter and Samuel Merritt College staff members are hereby authorized to provide services to students at their facilities and events.
- B. In the course of performing services under this Agreement, Sutter may come in contact with or become familiar with information which the District, its employees, and affiliates may consider confidential or is confidential as provided by law, particularly the California Education Code. This information may include, but is not limited to, information pertaining to District personnel, students, or third-parties. Sutter agrees to maintain the confidentiality of all such information

received in the course of performing services pursuant to this Agreement. [As a licensed professional, Sutter will maintain such information in accordance with the rules and regulations applicable to said license.] This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**III. TERM**

This Agreement will commence upon approval by the District's Board of Education ("Board") during the 2016-2017 school year, and will remain in force until the end of the 201\_-201\_ school year. Prior to the conclusion of the 201\_-201\_ school year, the Parties will evaluate the outcomes of the Agreement. Should the Parties desire to extend or continue this Agreement beyond the Term, they will execute a new agreement upon the expiration of the Term set forth herein.

**IV. COMPENSATION**

Payments will be required from the District to Sutter or to interns of Sutter under this Agreement as reflected in Appendix A. Any additional remuneration for services must be arranged independently of this Agreement and approved by the Board.

**V. CRIMINAL RECORDS CHECK/TUBERCULOSIS TESTING**

- A. Sutter and District staff shall comply with the provisions of Education Code 45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the agency and/or its employees.
- B. Sutter shall not permit any employee to have any contact with District students until such time as Sutter has verified that each employee has not been convicted of a felony, as defined in Education Code 45125.1.
- C. Each Sutter staff member, supervisor, or volunteer must show evidence of a negative tuberculosis (TB) test within the past six (6) months before having contact with District students or families.
- D. Sutter is responsible for costs related to fingerprinting and TB testing of Sutter staff and volunteers.
- E. The District is responsible for costs related to fingerprinting and TB testing of District staff.

**VI. RELATIONSHIP OF THE PARTIES**

- A. Sutter and the District enter into this Agreement as, and shall continue to be, independent agencies.

- B. Under no circumstances shall the staff or volunteers of either party be considered an employee of the other within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall the staff, supervisor, or volunteers of one party look to the other party as an employer.
- C. Sutter's staff or volunteers shall not displace District employees in any function or capacity.
- D. District staff shall not displace Sutter employees in any function or capacity.

**VII. ATTORNEYS' FEES**

If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

**VIII. WAIVER**

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, condition, or any subsequent breach of this Agreement.

**IX. TERMINATION**

This Agreement will terminate upon the completion of the services or upon the natural expiration of the Term as set forth in Section III, above. However, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination for default or breach shall be effective immediately on receipt of said notice.

**X. INDEMNIFICATION**

- A. Sutter shall hold harmless, defend and indemnify the District and its officers, elected and appointed officials, employees and volunteers from and against all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the agency's

performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of Sutter.

- B. The District shall hold harmless, defend and indemnify Sutter and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the agency's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

## **XI. INSURANCE**

- A. Sutter and the District shall each procure, and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and the results of that work by each party, their agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
- B. **Coverage shall be at least as broad as:** Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- C. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. **Additional Insured:** Each party's insurance shall include additional insured status for the other party on their Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the other party including materials, parts or equipment furnished in connection with such work or operations. Each party's insurance coverage shall be primary insurance to its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by its officers, officials, employees, or volunteers shall be in excess of the other party's insurance and shall not contribute with it.
- E. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled for the term of this Agreement.

## **XII. CALIFORNIA LAW**

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

**XIII. RULES AND REGULATIONS**

All rules and regulations of the District and Sutter, all federal, state, and local laws, ordinances and regulations are to be observed strictly by the Parties pursuant to this Agreement

**XIV. AFFIRMATIVE ACTION/NON-DISCRIMINATION**

Sutter and the District shall provide services under this Agreement that do not restrict the participation nor otherwise discriminate among participants and staff with regard to race, color, religion, age, sex, sexual orientation, ancestry or national origin.

**XV. NOTICE**

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required. Notice shall be given to the following individuals:

**For the District:**

Heather Fontanilla, Program Specialist  
Mt. Diablo U.S.D.  
1936 Caroltta Drive  
Concord, CA 95419

**For Sutter:**

Gary Owens, Director, the Sutter Health Youth Bridge Program

**XVI. Entire Agreement of Parties**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument by both Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of Understanding to be executed by dates and signatures affixed.

**Mt. Diablo Unified School District**

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Superintendent

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Sutter**

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix A**

Sutter Health, in partnership with Samuel Merritt University, is providing a class concerning healthcare careers to our students. Additionally, Sutter is providing mentorship and supervision to the students. Included in this is the weekend retreat to Marin Headlands.

Over the summer, Sutter Health will be locating and supervising students in summer internships. MDUSD (the District) is paying \$2500 for the spring time class and then once students are placed in internships, there is an expectation that the District will pay \$1400 to the student.