



Mt. Diablo Adult Education
A Division of Mt. Diablo Unified School District

MEMORANDUM OF UNDERSTANDING
MT. DIABLO UNIFIED SCHOOL DISTRICT ADULT EDUCATION DIVISION
AND
KAISER PERMANENTE FOUNDATION

This Memorandum of Understanding (MOU) is by and between Mt. Diablo Unified School District through its Mt. Diablo Adult Education Division (hereafter “MDAE”) and Kaiser Permanente Foundation (“Kaiser”) (collectively the “Parties”) to support MDAE 2022-23 and 2023-24 Career Technical Education Center (CTEC) students preparing for careers in the field of Surgical Technology. This MOU delineates responsibilities and commitments between the Parties and the Parties mutually agree as follows:

I. Purpose

Kaiser will provide a one-time scholarship grant totaling the amount of \$15,000.00 for awarding MDAE CTEC Surgical Technologist students in good academic standing, who can demonstrate a need for financial support to defray the costs of childcare, transportation, and/or housing.

II. Role of Mt. Diablo Adult Education

Prepare and manage an equitable application and award process, including the distribution of the grant for the awards, open to designated student cohorts in the 2022-23 and 2023-24 MDAE Surgical Technologist Program.

- Form a Scholarship Committee to develop and manage an equitable application process, selection criteria and rubric for determining scholarship awards and amounts, and to designate the scholarship awards according to the approved application, selection and award criteria.
- Distribute, with the support of MDUSD Fiscal Services, the scholarship awards to the selected and designated award recipients.
- Report to Kaiser according to a pre-determined schedule, between June 15, 2023, and June 30, 2024, a list of students receiving the scholarship awards and the amount of each award, up to the total scholarship grant amount of \$15,000.00.

III. Role of Kaiser Permanente

Provide MDAE with a one-time grant of \$15,000 solely to support students in financial need enrolled in the surgical technology program in the 2022-23 and 2023-24 school years.

IV. Scope of Memorandum of Understanding

This MOU is by and between the Parties and shall not create a relationship of agent, employee, partnership, joint venture, or association beyond the terms and conditions of this MOU.

V. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party, their officers, agents, and employees, against all claims, demands, actions, costs (including attorneys' fees), and liabilities arising from or related to negligence, willful misconduct, or omission of said Party, its officers, agents or employees, in connection with or arising from its performance or activities relating to this MOU.

VI. Effective Date and Period of Performance

This MOU shall be in effect from June 15, 2023 to June 30, 2024.

VII. Amendments

No amendment or modification of this MOU shall be effective unless it is in writing and signed by the authorized agents of both Parties.

VIII. Termination

Parties shall not terminate this MOU at any time or in any way that an existing training course or program activity would harm the Surgical Technologist program or students.

IX. Execution

If this MOU has one or more counterparts added, each deemed original, all parts shall nevertheless together constitute one, and the same instrument, and shall be binding on all Parties.

By:
Kaiser Permanente

By: G. Vittoria Abbate
Director, College & Career and
Adult Education, Mt. Diablo USD

By: Jennifer Sachs
Chief, Educational Services
Mt. Diablo Unified School District