

Memorandum of Understanding
between
University of San Francisco
and Mt. Diablo Unified School District

This Memorandum of Understanding ("MOU") is entered into this ___ day of _____ 2013 by and between the University of San Francisco ("University") and Mt. Diablo USD ("Agency")

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 of 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.
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 Professional Liability coverage for student(s) while student(s) is(are) participating in the learning experience at Agency. University shall also maintain Worker's Compensation Insurance, when required by law, or otherwise provide and assure financial responsibility for coverage of workers' claims at levels in compliance with state statutes. Evidence of such coverage shall be furnished upon request by Agency. In addition, Agency shall furnish USF proof of Worker's Compensation

Insurance and Professional Liability coverage.

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 _____, 2013 and shall be automatically renewed for succeeding terms of two years each. 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 and Health Professions
102 Cowell Hall
2130 Fulton Street
San Francisco, CA 94117-1080
Telephone: (415) 422-2025 Fax:(415) 422-6877

Signature: _____ Date _____

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

Signature: _____ Date _____

AGENCY

Agency: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Print Name _____

Signature: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2013

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
1255 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		NAIC #
INSURER A: TRAVELERS PROP CAS CO OF AMER		25674
INSURER B: UNITED EDUCATORS INS RRG INC		10020
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

COVERAGES **CERTIFICATE NUMBER: 37731694** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$
	ANY AUTO							\$
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	HIRED AUTOS						BODILY INJURY (Per person)	\$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB							\$
	EXCESS LIAB						EACH OCCURRENCE	\$
	RETENTION \$						AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2JUB419J710514	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				<input type="checkbox"/> OTH-ER	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 1,000,000
	Licensed Professional			LPD201300044200	07/01/13	07/01/14	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							Each Claim	1,000,000
							Annual Aggregate	3,000,000

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

CERTIFICATE HOLDER

Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

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

© 1988-2010 ACORD CORPORATION. All rights reserved.