Board of Trustees

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:	Approval of Educational Experience Affiliation Agreement and Undergraduate Program
-	Agreement with the School of Nursing

Justification Statement:

As per the district's policy, all program agreements between Canutillo ISD and other entities, in this case the University of Texas at El Paso and the School of Nursing must be approved by the Board of Trustees.

Meeting Date: _____

Purpose of Agenda Item:	✓ Information ✓ Discussion	✓ Action
Item Type:		Human Resources Business Services
Staff Responsible:	Signature of Requester(s) Signature of Presenter(s)	1/22/2025
	Business Services Approval (Initials)	Date

Agenda Summary:

As per the district's policy, all program agreements between Canutillo ISD and other entities must be approved by the Board of Trustees. Canutillo ISD is entering into a program affiliation agreement with the School of Nursing from the University of Texas at El Paso. The agreement outlines the obligations of both parties for Canutillo ISD acquiring nurse interns. (1358205-2)

RECOMMENDATION: Administration recommends that the Board of Trustees approve the Educational Experience Affiliation Agreement and Undergraduate Program Agreement with the School of Nursing. (1358205-2)

PRIOR BOARD ACTION: YES

AWARDED: 2/22/2022

AWARDED AMOUNT: N/A

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

Affiliation Agreement

REQUESTING DEPARTMENT: Student Support Services Department

CONSEQUENCES OF NON-APPROVAL:

The district will not be able to utilize nurse interns to provide clinical duties such as hearing and vision screenings and student/staff education. District will not be able to participate in training of Future School Nurses to build capacity.

IMPLEMENTATION TIMELINE: Springtime 2025 until termination of the agreement between the parties

ATTACHMENT(S): Educational Experience Program Agreement



EDUCATIONAL EXPERIENCE PROGRAM AGREEMENT

WHEREAS, The University of Texas at El Paso ("University") and Canutillo ISD ("Facility") have previously executed an Educational Experience Affiliation Agreement ("Affiliation Agreement") effective on February 01, 2025; and

WHEREAS, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's Undergraduate Nursing BSN program with educational experience utilizing the personnel, equipment, and facilities of Facility.

Agreement

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

- 1. **PROGRAM.** Facility Liaison and University Liaison will design an educational experience in Undergraduate Nursing BSN ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.
 - b. The Program will be reviewed periodically by the Facility Liaison and University Liaison and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
 - c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

2. UNIVERSITY OBLIGATIONS.

- a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
- b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.
- c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms. University students and employees, if any, assigned to perform work under this agreement who may have direct contact with Canutillo ISD students shall be required to complete a

- background check in accordance with Canutillo ISD policies. The cost for any such background check shall be borne by University.
- d. Inform all University students and personnel participating in the Program that they are required by Facility to comply with the rules and regulations of Facility, as provided by Facility, while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
- e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.
- f. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

3. FACILITY OBLIGATIONS.

- a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.
- b. Provide the equipment, supplies, qualified personnel, direct supervision and direction as well as supervised access to patients or clients required for the experience related activities of the Program.
- c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.
- d. Assume sole responsibility for the quality of patient or client care.
- e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.
- f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.

4. GENERAL PROVISIONS.

- a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- b. This Program Agreement and the Affiliation Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

- c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- e. This Program Agreement shall begin on the date of last signature below. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) calendar days prior written notice to the other party and such termination shall be effective when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program; otherwise this Program Agreement will automatically terminate upon the termination of the Affiliation Agreement between the parties without the need for further notice between the parties.

IN WITNESS WHEREOF, the authorized representatives of each party have executed this Program Agreement which shall be effective commencing on the date of the last authorized signature below. Facsimile, electronic and PDF signatures shall be deemed originals.

UNIVERSITY:	FACILITY:
By:	By:
Date:	Date: