



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date August 21, 2024

Agenda Section: Consent

Agenda Item Title: Approve the initiation of agreement with San Antonio College Nursing

From/Presenters: Millicent Marcha, Chief Academic Officer
Diane Vallejo, RN BSN, Health Services Coordinator

Description: The memorandum of understanding will be between South San Antonio ISD Student Health Services Department and the San Antonio College of Nursing. The union is to provide instructional and clinical experience to students of nursing which will lead to awarding of a Bachelor of Science Degree. The students are to maintain standards of care and all other requirements necessary to insure continued certification and appropriate licensure. The nursing students will be working with a district nurse preceptor to serve as a role model and assist in promoting community based nursing knowledge.

Historical Data: New Partnership with this Teaching Facility

Recommendation: Approve the agreement between the two parties

Purchasing Director and Approval Date: N/A

Funding Budget Code and Amount: N/A

Goal: 4. SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.



**AFFILIATION AGREEMENT BETWEEN
SOUTH SAN ANTONIO ISD HEALTH SERVICES
And
ALAMO COMMUNITY COLLEGE DISTRICT
On behalf of
SAN ANTONIO COLLEGE**

This Affiliation Agreement (“Agreement”) is made effective on the date stated in Exhibit A (hereinafter referred to as the “Effective Date”) by and between Alamo Community College District, a public junior college district and a political subdivision of the State of Texas, on behalf of **San Antonio College** (hereinafter referred to as “Alamo Colleges District”) and **South San Antonio ISD Health Services** (hereinafter referred to as “Facility”), collectively sometimes referred to herein as “the Parties.”

WHEREAS, Alamo Colleges District has a curriculum in health care herein after referred to as “Program”;

WHEREAS, clinical practice is a required and integral component of the curriculum of the Program;

WHEREAS, Alamo Colleges District desires the cooperation of facilities in the development and implementation of the clinical practice phase of the curriculum; and

WHEREAS, Facility is willing to participate in the education of Program Students.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, Alamo Colleges District and the Facility agree to the following Terms and Conditions:

TERMS AND CONDITIONS

1. **AFFILIATION.** Alamo Colleges District and Facility hereby agree to affiliate for purposes of operating the Program. Facility authorizes Alamo Colleges District to conduct the Program pursuant the Terms and Conditions of this Agreement within the Facility’s premises, and the Facility shall evaluate the methods used in the implementation of the Program and determine the impact that the Program is having on the operation of Facility. In the event that Facility determines, in its sole discretion, that the Program is adversely impacting the delivery of care to its clients/patients or is otherwise interfering with the appropriate operation of the Facility, Alamo Colleges District, upon receiving thirty (30) days written notice from Facility, will modify the Program or discontinue operating the Program at Facility until the matter is resolved by the Parties.
2. **ALAMO COLLEGES DISTRICTS’ OBLIGATIONS.** In operating the Program at Facility, Alamo Colleges District agrees to:
 - 2.1 Assume full responsibility of the planning and implementation of Program including, but not limited to the clinical objectives and on-going evaluation of the performance of the assigned students;
 - 2.2 Communicate directly with a designated member of the of the Facility staff regarding any matters relative to the operation of the Program at the Facility;

- 2.3 Notify Facility, of its planned schedule of student assignments, including the names of student, level of academic status, and length and dates of clinical practice for each student;
- 2.4 Advise the assigned student of the responsibility of complying with the existing rules and regulations of Facility;
- 2.5 Instruct assigned students and faculty that confidentiality of personal, including medical, information of the clients/patients of Facility must be maintained at all times by student and faculty of Alamo Colleges District as required by law and the policies of Facility and that the obligation to maintain confidentiality shall continue even if this Agreement is terminated;
- 2.6 Be responsible for all administrative functions related to the assigned students;
- 2.7 Appoint a faculty member to provide the on-site supervisory and other professional administrative and managerial services for the Program as may be reasonably requested by Facility, including reporting to the "Clinical Preceptor" (defined in Subsection 3.5 herein); and
- 2.8 Maintain in force a policy of professional liability insurance for students and faculty with limits of one million (\$1,000,000.00) for each individual occurrence and three million (\$3,000,000.00) aggregate damage. Each student will be required to sign a waiver or release of the Facility.
- 2.9 Advise the assigned student that student is financially responsible for any loss of or damage to Facility equipment caused by student.

3. **FACILITY'S OBLIGATIONS.** In operating the Program, Facility agrees to:

- 3.1 Provide appropriate facilities and equipment necessary, as determined in its discretion, for Alamo Colleges District to conduct the Program;
- 3.2 Determine the number of students which it can reasonably accommodate during a given period of time and notify Alamo Colleges District of such number;
- 3.3 Advise Alamo Colleges District of changes in its personnel, operation, or policies which may affect the Program and/or the students' clinical practice;
- 3.4 Provide to Alamo Colleges District and make available to assigned students, a copy of the Facility's current, applicable rules and regulations with which the students are expected to comply;
- 3.5 When applicable, to designate a staff member who will be responsible for the supervision of assigned students, hereinafter referred to as "Clinical Preceptor," who shall have sufficient education, training and experience in the individual discipline to adequately supervise the assigned students who will adhere to the terms set forth in an Addendum in the form attached hereto as **Exhibit B**, which is incorporated herein for all purposes;
- 3.6 Evaluate the performance of the assigned students on a regular basis as requested by Alamo Colleges District and using the evaluation criteria established by Alamo Colleges District; and
- 3.7 Retain ultimate responsibility for client/patient care.

4. **THE PARTIES' JOINT OBLIGATIONS.** In operating the Program, the Parties agree that:

- 4.1 In the event of the failure or refusal of an assigned student to follow the Facility's policies and procedures, rules and regulations or an assigned student poses a threat of injury or harm to Facility's clients/patients, employees or staff, Facility shall immediately notify Alamo Colleges District and Alamo Colleges District shall immediately remove the student from all client/patient contact and/or the premises of the Facility. The student shall be barred from the Facility until such time that the Parties agree on an appropriate course of action and the student poses no further risk; and
- 4.2 They shall comply with all applicable provisions of all federal and state laws and regulations, including any applicable Executive Orders, applicable to the operation of Alamo Colleges District and the Facility, including, without limitation, employment-related statutes and education-related statutes such as the Family Education Rights and Privacy Act ("FERPA"). Any exchange by the parties of student record information protected by FERPA shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35. The Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status, income level, limited English proficiency or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility.
- 4.3 They shall require upon each designation of any Clinical Preceptor, the signature of a counterpart of the form of addendum attached as **Exhibit B**.
- 4.4 They shall not pay any remuneration to the assigned students.

5. **TERM AND TERMINATION.**

- 5.1 This Agreement shall commence on the Effective Date for the term specified in **Exhibit A**. Either Party may terminate this Agreement, with or without cause, by providing the other sixty (60) days prior written notice of its intent to terminate. Termination shall be effective at the end of the semester during which notice is given. The Facility shall not be required to provide its facilities for clinical practice for students who enroll in the Alamo Colleges District Program subsequent to the date of the notice of termination, and those students already assigned to receive clinical practice at the Facility shall have the opportunity to fully complete the course of study which is in progress.

6. **MISCELLANEOUS.**

- 6.1 **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective three business days after mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated in **Exhibit A**, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days' notice to the other Parties in the manner set forth above.

- 6.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive federal laws of the United States and the internal laws and Constitution of the State of Texas.
- 6.3 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. This Agreement may not in total or part be assigned or transferred directly or indirectly to another subsidiary/agency without sixty (60) days prior written notice, delivered to the other Party in accordance with Subsection 6.1 herein.
- 6.4 Entire Agreement.** This Agreement, and any exhibits or addenda attached, contain the entire agreement among the Parties relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated. Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 6.5 Amendments.** Amendments or modifications may be made to this Agreement only in writing and duly executed by the Parties.
- 6.6 Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
- 6.7 Severability.** It is intended this Agreement to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 6.8 Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 6.9 Captions.** The Section and Subsection headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section or Subsection.
- 6.10 Counterparts.** This Agreement may be executed in counterparts, each one of which shall be an original, and different parties may sign different counterparts, all of which shall constitute but one document.
- 6.11 Drafters.** Each Party to this Agreement has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either Party as drafter hereof.
- 6.12 Annual Review.** This Agreement shall be evaluated and reviewed annually by the Parties for the purpose of making any agreed revisions that may be deemed advisable or necessary.

6.13 No Third Party Beneficiaries. Unless otherwise expressly specified elsewhere herein, nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties, including, but not limited to any faculty or students of Alamo Colleges District, or any persons other than the Parties.

<p>ALAMO COMMUNITY COLLEGE DISTRICT (Alamo Colleges District):</p> <p>By: _____ Signature</p> <p>Date: _____</p> <p>Print Name: <u>Dr. Francisco E. Solis</u></p> <p>Title: <u>Interim President, San Antonio College</u></p> <p>By: _____ Signature</p> <p>Date: _____</p> <p>Print Name: <u>Dr. Tonya Maunsell</u></p> <p>Title: <u>Executive Director of ADN Program Nursing Department</u></p> <p>By: _____ Signature</p> <p>Date: _____</p> <p>Print Name: <u>Dr. Eve Rodriguez</u></p> <p>Title: <u>Executive Director of RN-BSN Program Nursing Department</u></p>	<p>FACILITY:</p> <p>By: _____ Signature</p> <p>Date: _____</p> <p>Print Name: Mr. <u>Henry Yzaguirre</u></p> <p>Title: Superintendent of Schools</p> <p><u>South San Antonio ISD Health Services</u> Legal Name of Facility Owner</p> <p><u>1450 Gillete Blvd 78224</u> Facility Street Address</p> <p><u>(210) 977-7033</u> Facility Telephone</p> <p><u>henry.yzaguirre@southsanisd.net</u> Facility Email</p>
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ATTACHMENTS: Exhibit A Specific Terms
 Exhibit B (Clinical Preceptor Form)

EXHIBIT A TO AFFILIATION AGREEMENT WITH ALAMO COLLEGES DISTRICT

1. The program(s) to which this Affiliation Agreement applies are: San Antonio College ADN program and RN-BSN program.
2. The Effective Date shall be March 7, 2023 and the term shall continue until December 31, 2033. This Agreement shall automatically renew for successive one (1) year terms thereafter.
3. Notice addresses are:

ALAMO COLLEGES DISTRICT:

Campus: San Antonio College
Department: Nursing
Attention: Dr. Tonya Maunsell
Title: Executive Director of ADN Program
Address: 1819 N. Main Avenue
Room No.: NAHC #378
City/State: San Antonio, Texas 78212
Telephone: (210)486-1178
Email: tdaves@alamo.edu

Campus: San Antonio College
Department: Nursing
Attention: Dr. Eve Rodriguez
Title: Executive Director of RN-BSN Program
Address: 1819 N. Main Avenue
Room No.: NAHC #378
City/State: San Antonio, Texas 78212
Telephone: (210)486-1217
Email: erodriguez43@alamo.edu

With a copy to:

Attention: Dr. Stella Lovato
Title: Vice President for College Services
Campus: San Antonio College
Address: 1819 N. Main Avenue
Room No.: FAC #303
City/State: San Antonio, Texas 78212
Telephone: (210)486-0936
Email: slovato@alamo.edu

FACILITY:

Attention: Diane Vallejo
Title: Health Services Coordinator
Department: South San Antonio ISD Health Services
Address: 1450 Gillette Blvd
Room No.: 1
City/State/Zip: San Antonio, TX 78224
Telephone: (210)977-7033
Email: diane.vajello@southsanisd.net

STUDENT / ALAMO COLLEGES DISTRICT FACULTY / CLINICAL PRECEPTOR ADDENDUM
EXHIBIT B TO AFFILIATION AGREEMENT BETWEEN
SOUTH SAN ANTONIO ISD HEALTH SERVICES
AND
ALAMO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF
SAN ANTONIO COLLEGE

Course #: _____

Student Name (Print): _____

Clinical Preceptor (Print): _____

Clinical Facility: _____

Instructor (Print): _____

A. *The Clinical Preceptor agrees to:*

1. Provide adequate and appropriate supervision of the student while in the clinical setting, following the objectives and policies of the course.
2. Provide feedback to the student regarding clinical performance.
3. Participate in the evaluation of the student's performance.
4. Notify the instructor immediately if concerns/questions arise as to the student's behavior or nursing competence.
5. At all times, take reasonable prudent action to protect the rights of clients.
6. Maintain open communication with instructor.
7. Meet the following qualifications:
 - competence in designated area of practice
 - philosophy of health care congruent with that of the nursing program
 - current licensure or privilege to practice nursing in the State of Texas

B. *The Student agrees to:*

1. Use the preceptor as a role model.
2. Obtain appropriate signatures on necessary forms.
3. Follow the objectives and policies of the course.
4. Accept accountability for achieving the course objectives and the clinical performance criteria as stated in the course clinical evaluation and preceptor evaluation tools.
5. Notify, in advance, the clinical facility and instructor if absent or tardy.
6. Keep the preceptor and instructor informed of learning activities.
7. Be accountable for own nursing actions while in the clinical facility.
8. Respect the confidentiality of all information with regard to the client and agency's records.
9. Collaborate with the preceptor and instructor in evaluation of learning experiences.
10. Practice within the Texas Nurse Practice Act and according to professional standards of practice.
11. Uphold agency policies and procedures.
12. Show evidence of adequate preparation for the clinical experience.
13. Maintain professional attire in accordance with program and facility policy.
14. Maintains professional attitude with clients, staff, and preceptor.

C. *The Instructor agrees to:*

1. Provide the preceptor and student with course objectives and expectations/guidelines at the beginning of the experience. Appropriate forms will be provided during the experience.

2. Be available for consultation with student and/or preceptor via phone or in person during scheduled clinical hours.
3. Participate in collaboration with student and preceptor in evaluation of the student's mastery of the course objectives.
4. Assign a grade for the student's clinical evaluation at the completion of the clinical experience using input from the preceptor's evaluation.
5. Assure student compliance with immunizations and CPR.

D. All Parties agree:

1. That none of the parties incur any responsibility for financial exchange whether in monies or in kind.
2. To promote and maintain direct, open communication. Should problems or conflicts arise, each agrees to discuss them directly with the person involved and work toward mutual resolution.
3. To respect the confidential nature of the learning experience and the health care setting.
4. That the period of Clinical Preceptor designation shall be in effect beginning _____ and shall end on _____.

Student Signature: _____
Date

Clinical Preceptor signature: _____
Date

Instructor signature: _____
Date

1. For each designated Clinical Preceptor, the Instructor/Department will make a copy of the original Addendum (already signed by Alamo Colleges District and Facility).
2. The student, Clinical Preceptor, and Instructor will sign the copy.
3. The Department at the College MUST keep the fully executed Addendum original, for each designated Clinical Preceptor, with the original signed Affiliation Agreement.
4. Copies of the fully executed Addendum may be distributed to the Facility, Clinical Preceptor, Instructor and student upon request.