



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: March 16, 2025

Agenda Section: Consent

Agenda Item Title: Consider approval of the Affiliation Agreement between the University of the Incarnate Word and South San Antonio ISD

From: Andy A. Rocha, Executive Director of Operations

Additional Presenters Debra Rice, Director of Child Nutrition

Description: The District recommends approval of an affiliation agreement between University of the Incarnate Word and South San Antonio ISD. This agreement will allow dietetic students from the University to complete internship and/or practicum hours within the District's Child Nutrition Department. Students will assist with nutritional services, program support, and related operational functions under the supervision of District staff.

Historical Data: SSAISD currently maintains a similar partnership with the University of Texas at San Antonio for educational experience placement within the District.

Recommendation: Recommend the Board of Managers approve the affiliation agreement with the University of the Incarnate Word and South San Antonio ISD as presented.

Purchasing Director and Approval Date: N/A

Funding Budget Code and Amount: N/A



**AFFILIATION AGREEMENT**  
**between**  
**UNIVERSITY OF THE INCARNATE WORD**  
**and**  
**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

This Affiliation Agreement (the “Agreement”) is entered into by and between the **University of the Incarnate Word** (“University” or “UIW”), on behalf of its School of Mathematics, Science & Engineering, located at 4301 Broadway, San Antonio, Texas, and **South San Antonio Independent School District**, located at 5622 Ray Ellison Blvd, San Antonio, TX 78242 (hereinafter called “School District”) (individually referred to as a party and together as the “Parties”), as of the date fully executed by both Parties (the “Effective Date”).

**RECITALS**

1. **Background.** University is an institution of higher education with a Department of Nutrition which presently offers a Bachelor of Science in Nutrition degree, a Master of Science in Nutrition degree, a Didactic Program in Dietetics and a Dietetic Internship fully accredited by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). School District operates a School District and associated clinics, including foodservice operations and dietitian services for patients.
2. **Parties:** The Parties entering this MOU are:
  - a. University of the Incarnate Word (“University” or “UIW”) is a Catholic institution of higher education organized as a 501(c)(3) Texas non-profit corporation with its main campus located at 4301 Broadway, San Antonio, Texas 78209. University contains eleven schools and colleges, including the School of Mathematics, Science & Engineering, which houses the Department of Nutrition.
  - b. South San Antonio School District is an organization that offers nutrition and food services, and maintains appropriate state licensure.
3. **Purpose:** The purpose of this Agreement is to establish a general collaboration between University and School District in providing research, community, foodservice, and/or clinical experience (hereinafter called the “the Practice Program”) to UIW students enrolled in a course of study leading to the awarding of a Bachelor of Science in Nutrition degree or a Master of Science in Nutrition degree, or completion of the Didactic Program in Dietetics or Dietetic Internship (hereinafter called the “Degree Programs”) from University of the Incarnate Word’s School of Math, Science & Engineering. The Parties desire to advance the field of dietetics and aid in meeting the increasing demand in the state and nation for trained dietitians, and to make available better health service to patients. It is in the best interest of the Parties to establish an affiliation for the purpose of carrying out these objectives.

**TERMS OF AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. Accreditation.

- a. School District shall undertake to maintain standards of care and all other requirements necessary to insure continued certification and appropriate state licensure. It is recognized that University is under the jurisdiction of various accrediting agencies with whose standards it must comply if University is to maintain accreditation, and it is therefore agreed that University will administer the Degree Programs, and that University will prescribe curriculum, courses of study, and will be responsible for conditions leading to the earning of a degree from the Degree Programs. It is agreed that the Degree Programs are the responsibility of the University, and that University is in authority of the administration of same. University personnel are qualified to provide supervision of clinical practice periods and recognize the responsibility to plan and work collaboratively and cooperatively with School District in providing student learning and patient care as part of the Practice Program.
- b. Upon failure of either party to obtain or maintain its certification or accreditation, the party hereto which has certification or accreditation, at its election, may terminate this Agreement at the end of the academic year by giving at least one semester's written notice thereof to the party that does not have its said certification or accreditation and thereupon, this Agreement shall terminate without further liability hereunder by either party to the other, except as provided for in Section 7 of this Agreement. The term semester as used herein, means one half of a regular school year as now conducted by UNIVERSITY or its then equivalent.

2. Term of Agreement. The period of assignment of students to School District shall be during regular school academic sessions. This Agreement shall be in effect for a term of one (1) year commencing on the effective date. This Agreement will automatically renew thereafter for successive one (1) year terms, unless terminated in accordance with the provisions of this Agreement. In the event this Agreement renews more than ten (10) times, the Parties agree to confer and recertify their intent to continue this Agreement in writing.

3. Termination. Either party may terminate this Agreement for any reason by giving the other party thirty (30) days prior written notice. The Parties agree that, in the event of a termination under this section, students currently assigned to School District shall be allowed to complete their assignment so as to not impact the Degree Program.

4. Student Assignments. The assignment of University students to School District shall be made by the University in accordance with availability of experiences for practice and pursuant to the students' educational needs and the requirements of the Degree Programs. Facilities of School District for such assignments will be made available by School District. The following is required for School District assignments:

- a. The student(s) will be officially enrolled in a course of study within the respective Degree Programs at University of the Incarnate Word.
- b. The student(s) will be assigned to School District based on curriculum demands to meet accreditation standards of the respective Degree Program and in alignment with the academic calendar of University.
- c. The student(s) will be required to have/wear their photo identification with their name displayed at all times in the learning experience setting at School District
- d. The student(s) will work with an assigned supervisor agreed upon by University and School District
- e. The Parties will cooperate in jointly arranging the participation hours to meet the student curriculum, Degree Program requirements, and course of the experience.
- f. The student(s) will meet all time obligations or otherwise notify the supervisor of alterations in advance.

5. Responsibilities of the University.

- a. University has exclusive control over the operation, curriculum, faculty, and students of the Degree Program within the prescribed framework. Accordingly, University shall assign to School District only those students who have satisfactorily completed the prerequisite portions of the University's curriculum.
- b. University has the ultimate responsibility for the education and assessment of its students. University will be responsible for the student teaching and assessment provided pursuant to this Agreement. Assessment input may be provided by the assigned instructor from the School District.
- c. The University will provide HIPAA training for each student prior to the first professional clinical experience at School District. Evidence of same will be provided upon reasonable request.
- d. University will advise all students assigned to School District regarding the confidentiality of patient records and patient information imparted during the experience. University will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement in compliance with all HIPAA standards.
- e. University will advise students that they are required to comply with School District rules, regulations, policies, and procedures.
- f. For each student assigned to School District, University will have a health examination with current immunization record (TD, MMR, TB, Flu, Hepatitis B, Varicella) on file,

and will provide the School District with evidence of same upon request.

- g. University, if requested by School District, will provide instruction to School District staff with respect to University's expectations regarding assessment, educational objectives, and evaluation criteria of the University's students at School District.
- h. The University will provide a curriculum vitae of University personnel accompanying the students, if any, upon request by School District.
- i. If requested by the School District, University shall provide a certificate of insurance pursuant to this Agreement demonstrating coverage for students completing training at School District.
- j. Inform all students that they are not employees of School District and have no claim against School District for any employment benefits.
- k. University may terminate a student's participation when, in its sole discretion, it determines that further participation by the student will no longer be appropriate. University will notify School District if such action is required within one (1) business day.

6. Responsibilities of School District.

- a. School District has exclusive control over the administration, operation, maintenance, and management of School District.
- b. School District will retain full authority, responsibility and control over patient care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction.
- c. School District has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur.
- d. School District will provide University students with staff supervision by currently licensed professionals in the field of dietetics.
- e. School District will provide for the University and its students and faculty appropriate orientation prior to and, if required, during each semester. Orientation shall familiarize attendees with School District policies, procedures, and facilities, relating to infection control, accommodations, and complying with applicable state and federal law, including the Americans with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act (HIPAA).
- f. Upon request, School District will provide University proof that it maintains liability insurance in an amount that is commercially reasonable.

- g. School District will not be responsible for injuries sustained by students. Injured University students will be billed for any medical charges incurred.
- h. School District staff will, upon request, assist the University in the assessment of the learning and performance of participating students by completing assessment forms provided by University and return to University in a timely fashion.
- i. School District may immediately remove from the premises any student (a) who poses an immediate threat or danger to personnel or to the quality of medical services, (b) who is listed or has been listed by a federal agency as suspended, excluded, barred or sanctioned by any federal or state agency, (c) who has been convicted of any offense related to health care, or (d) who engages in unprofessional behavior. School District will inform University of its protocols for removal of a student from the experience.

7. Mutual Responsibilities.

- a. Representatives for each party charged with ensuring compliance with this Agreement will be established on or before the execution of this Agreement.
- b. University and School District share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences for the concern of all.
- c. University and School District will collaborate on student evaluations. School District will cooperate to provide input from the School District representative.
- d. University and School District will cooperate and share information as required by law and University policy, including to resolve issues related to students, faculty, or issues that arise under Title IX. Specifically, School District agrees to provide information required for University to fulfill its state, federal, and accreditation requirements then-current at the time of any request for information.
- e. University and School District will provide qualified and competent individuals in adequate numbers for the instruction, assessment, and supervision of students. School District will provide qualified and competent staff members in adequate numbers for the instruction and supervision of students using School District' facilities.
- f. Neither University nor School District will provide transportation for students between University and School District. Each student shall be responsible for his or her transportation between University campus and School District facilities.

- g. University and School District will not discriminate on the basis of race, color, religion (except in limited circumstances when religious preference is both permitted by law and deemed appropriate as a matter of University policy), national origin, genetic information, sex (including pregnancy), gender, age, disability, or veteran status in admission or access to, or treatment or employment in its programs and activities, or retaliation in this regard. The parties adhere to all applicable requirements of the Clery Act, Title IX, Violence Against Women Act, and other applicable state and federal laws in effect throughout the duration of this Agreement.
- h. University and School District will provide written notification to the other party within three (3) business days if a claim arises involving or related to this Agreement. School District and University agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- i. University and School District shall conduct regular meetings, if necessary, to address problems identified by either party relating to the Practice Program.

8. Employment Disclaimer. The students participating in the Practice Program will not be considered employees or agents of School District or University for any purpose under this Agreement. Students will not be entitled to receive any compensation from School District or University or any benefits of employment from School District or University pursuant to this Agreement, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. School District will not be required to purchase any form of insurance for the benefit or protection of any student at the University.

9. No Agency Relationship between the Parties. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically herein.

10. Confidentiality.

- a. University and its students, agents, faculty, representatives and employees shall keep all personal health information regarding any patient strictly confidential and shall at all times comply with all applicable federal and state laws regarding the confidentiality of personal health information regarding any patient. Further, University and its students, agents, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of School District and not disclose or reveal any confidential information to any third party without the express prior written consent of School District. University shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by the School District. Unauthorized disclosure of confidential information or of the terms of

this Agreement shall be a material breach of this Agreement and shall provide School District with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to University. The provisions of this Article shall survive expiration or other termination or this Agreement regardless of the cause of such termination.

- b. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of School District shall remain strictly confidential and shall not be disclosed without written consent of School District.

11. Insurance. The UNIVERSITY agrees to maintain a commercial general liability insurance policy with limits of \$1,000,000 for each individual occurrence and \$3,000,000 general aggregate. School District agrees to maintain commercial general liability insurance and professional liability insurance with limits in an amount that is commercially reasonable.

12. **INDEMNIFICATION**. NOTWITHSTANDING ANY AGREEMENT OR PROVISION TO THE CONTRARY, UNIVERSITY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SCHOOL DISTRICT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LIABILITIES, AND COSTS INCURRED BY SCHOOL DISTRICT RESULTING FROM OR ARISING OUT OF ANY ACT OR OMISSION OF THE UNIVERSITY, ITS STUDENTS, TRUSTEES, OFFICERS, AGENTS, OR EMPLOYEES, IN PERFORMING THE UNIVERSITY'S OBLIGATIONS UNDER THIS AGREEMENT. SIMILARLY, SCHOOL DISTRICT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS UNIVERSITY, ITS TRUSTEES, OFFICERS, AGENTS, STUDENTS, AND EMPLOYEES AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LIABILITIES, AND COSTS INCURRED BY THE UNIVERSITY RESULTING FROM OR ARISING OUT OF ANY ACT OR OMISSION OF SCHOOL DISTRICT, ITS OFFICERS, AGENTS, OR EMPLOYEES, IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

13. No Special Damages. In no event shall either party be liable (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

14. Amendments. This Agreement and each of its terms and provisions hereof may be amended, modified, or expanded at any time, for any reason, with the express written consent of both Parties.

15. Notices. Any notices contemplated under this Agreement shall be effective when delivered via email, in person, or via certified mail, return receipt requested, sent to the addresses below.

If to the University:

University of the Incarnate Word  
4301 Broadway St., CPO 412

San Antonio, Texas 78209  
ATTN: Dr. Carlos A. Garcia, Dean, School of Mathematics, Science & Engineering  
Email: [cagarci9@uiwtx.edu](mailto:cagarci9@uiwtx.edu)

cc: University of the Incarnate Word  
4301 Broadway St., CPO 311  
ATTN: Dr. Dagny Larson, Assistant Professor, Nutrition  
Email: [dnlarson@uiwtx.edu](mailto:dnlarson@uiwtx.edu)

If to School District:

South San Antonio Independent School District  
ATTN: POC  
Email: POC Email

16. Severability. If any part, term, or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

17. Governing Law. This Agreement will be governed by and construed under the laws of the State of Texas without regard to conflict of law principles that would require the application of any other law.

18. Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Bexar County, Texas. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award because of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees.

19. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable for any delays or failures in performance if the delay or failure is due to events or acts which are beyond the control of the Parties and constitutes an event of Force Majeure. A Force Majeure event includes, but is not limited to, acts of God, state or natural declaration of disaster, epidemic, pandemic, war, rebellion, civil insurrection, fire, floods, national emergency, labor disputes, and orders of a military, state or federal court or authority. Notice of any such Force Majeure event shall be provided as soon as practically possible by the party invoking this Section, not to exceed seven (7) business days.

20. Assignment. Neither party shall assign, sell, or otherwise transfer this Agreement without the express written consent of the other party.

21. Interpretation. This Agreement constitutes the entire agreement and understanding of the

Parties as it relates to this subject matter. No prior or contemporaneous agreement or understanding shall be effective. This Agreement may not be modified or amended except by written instrument signed by both parties.

The authorized representatives of the Parties hereto have executed this Agreement intending to be legally bound.

**South San Antonio Independent School District (“School District”)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Authorized Signer Name]  
[Authorized Signer’s Title]

*-and-*

**University of the Incarnate Word (“University” or “UIW”)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carlos A. Garcia, Ph.D.  
Dean of School of Mathematics, Science & Engineering

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Dagny Larson  
Assistant Professor, Nutrition

[END OF DOCUMENT]