

## SSAISD BOARD AGENDA - ITEM SUMMARY

<b>MEETING DATE:</b>	November 20, 2013
<b>MEETING TYPE:</b>	<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SPECIAL
<b>ITEM TITLE:</b>	Affiliation Agreement with Pleasanton Animal Clinic
<b>PURPOSE:</b>	<input type="checkbox"/> RECOGNITION <input type="checkbox"/> REPORT ONLY <input type="checkbox"/> DISCUSSION <input checked="" type="checkbox"/> ACTION
<b>PRESENTER(S):</b>	Charles J Ervin and Joe Jasso
<b>REQUESTED BY:</b>	Charles J Ervin

### I. DESCRIPTION OF ITEM TO INCLUDE YOUR SPECIFIC REQUEST:

Request to accept an agreement for affiliation with Pleasanton Animal Hospital.

### II. BACKGROUND INFORMATION (DOCUMENTATION):

The facility will service Health Science Academy students with firsthand experience in veterinary procedures and animal health care: medical surgeries, animal microbiology, laboratory testing, work with sterilizer units, etc.

### III. ALTERNATIVES CONSIDERED (IF APPLICABLE):

### IV. RECOMMENDATION AND IMPACT:

Recommend program to increase student experiences in health care settings, other than hospital and utilize community resources.

### V. DISTRICT GOAL AND CORRESPONDING DEPARTMENTAL INITIATIVE:

To promote veterinary science as well as medical science initiatives in promoting student learning.

### VI. FUNDING SOURCE-PROGRAM AND/OR BUDGET CODE:

Transportation costs will be covered with CTE state allotment funds.

## **AFFILIATION AGREEMENT**

**THIS AFFILIATION AGREEMENT** (hereinafter “**AGREEMENT**”) is made and entered into by and between the South San Antonio Independent School District (hereinafter “**DISTRICT**”), a Texas political subdivision, by and through its superintendent of schools, Mourette Hodge, and Pleasanton Road Animal Hospital (hereinafter “**HOSPITAL**”), by and through \_\_\_\_\_ its \_\_\_\_\_.

### **RECITALS**

**WHEREAS**, District offers a degree program for its students enrolled in the Health Science Technology Cooperative Education and Academy Program; and

**WHEREAS**, Hospital operates a comprehensive animal treatment facility known as Pleasanton Road Animal Hospital which is licensed in the State of Texas; and

**WHEREAS**, District desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in the Hospital; and

**WHEREAS**, Hospital has agreed to make its facilities available to District for such purposes,

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

#### **1. RESPONSIBILITIES OF SCHOOL**

1.1 **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at the Hospital (hereinafter “**PROGRAM**”), which Program shall be approved in advance by the Hospital. Such responsibilities shall include, but not be limited to, the following:

1.1.1 Orientation of students to the clinical experience at the Hospital;

1.1.2 Orientation of students to the policies and procedures of the Hospital;

1.1.3 Orientation of students to all ethical, legal and confidentiality responsibilities associated with work in the Hospital;

1.1.4 Provision of classroom theory and practical instruction to students prior to their clinical assignments at the Hospital;

1.1.5 Provision of a certified Health Science Technology teacher to supervise and facilitate the work based learning experiences of the students at the Hospital;

- 1.1.6 Provision of continuing oral and written communication with the Hospital regarding student performance and evaluation, absences, assignment of students, program goals and learning objectives, scheduling of students and other pertinent information as necessary;
  - 1.1.7 Maintenance of student records; and
  - 1.1.8 Coordination of student transportation to and from the Hospital.
- 1.2 **Student and Parent Statements and Waivers.** District shall require all students, parents or legal guardians of minor students, faculty, employees, agents and representatives of the school participating in the program to sign a Student/Parent Agreement for Unpaid Work-Based Learning and a Training Plan Agreement to participate in the Program attached hereto as Exhibit "A," a Statement of Confidentiality attached hereto as Exhibit "B," the Statement of Responsibility attached hereto as Exhibit "C," and a Family Educational Rights and Privacy Act waiver as related to participation in the program only attached hereto as Exhibit "D."
- 1.3 **Dress Code; Breaks.** School shall require the students to dress in accordance with dress code and personal appearance standards approved by District. Such standards shall be in accordance with the Hospital's standards regarding same. All program participants shall remain on the Hospital premises for breaks.
- 1.4 **Insurance.** School shall maintain for itself and shall provide to students or require that students obtain and maintain appropriate general and professional liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
- 1.5 **OSHA Compliance.** District shall be responsible for program participants compliance with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to responsibility as the employer to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in the hepatitis B vaccination and post exposure evaluation and follow up. District's responsibility with respect to the

Regulations also shall include ensuring that all participants have received the hepatitis B vaccination in accordance with the Regulations.

## 2. **RESPONSIBILITIES OF HOSPITAL**

2.1 **Clinical Program.** Hospital shall accept the students assigned to it by the District and cooperate with the District to:

2.1.1 Ensure that Hospital employees who come into contact with or oversee students have a criminal history record that is satisfactory to Hospital and District both so as to ensure the safety of District students;

2.1.2 Provide orientation for students to all Hospital policies, procedures and protocols;

2.1.3 Provide opportunities for students, who shall be supervised by District and Hospital staff, to observe and assist in various aspects of patient care;

2.1.4 Provide direct supervision of all student activities by qualified health care professionals;

2.1.5 Coordinate the student rotation and assignment schedule with District;

2.1.6 At all times maintain total responsibility for the welfare, treatment and care of Hospital's clients/patients;

2.1.7 Comply with the Family Educational Rights and Privacy Act as related to confidential student information the Hospital receives or creates regarding student participants (i.e. discipline referrals, grades, evaluations, etc.);

2.1.8 Document and report to District, within 24 hours, any incident affecting the safety and welfare of a student involved in the program;

2.2 **Student Performance Evaluation.** Upon the request of District, Hospital shall assist in the evaluation of each program participant's performance in the program. However, District shall at all times remain solely responsible for the evaluation and grading of program participants.

## 3. **MUTUAL RESPONSIBILITIES**

3.1 Both Hospital and District agree to:

3.1.1 Treat all program participants/students as trainees who have no expectation of receiving compensation or future employment from Hospital or District as a result of their participation in this program.

3.1.2 Cooperate in the responsibility of educating each student.

3.1.3 Communicate with the other party regarding student attitude, behavior or performance, or other matters as necessary to provide an optimal work based learning experience.

**4. WITHDRAWAL OF PROGRAM PARTICIPANTS**

Hospital shall retain the right to request reassignment or removal of a student.

**5. INDEMNIFICATION AND RELEASE**

**HOSPITAL SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND DISTRICT (INCLUDING ITS OFFICERS, EMPLOYEES AND AGENTS) FOR LOSSES, DAMAGES (INCLUDING FOR PERSONAL INJURY), FINES, EXPENSES, FEES, CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO HOSPITAL'S (INCLUDING ITS OFFICERS, EMPLOYEES AND AGENTS) NEGLIGENCE, OMISSIONS, OR WRONGFUL INTENTIONAL ACTS IN PERFORMANCE OF OR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**6. RELATIONSHIP OF PARTIES**

Neither this agreement nor any provision contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship of principal and agent, partners, a joint venture or any other similar such relationship between HOSPITAL and DISTRICT.

**7. NON-DISCRIMINATION**

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or disability in either the selection of students for participation in the program or as to any aspect of the clinical training.

**8. TERM; TERMINATION**

8.1.1 The term of this contract shall be one academic year beginning August 17, 2013 and ending June 5, 2014.

8.1.2 Except as otherwise provided herein, either party may terminate this agreement at any time without cause upon at least thirty (30) days prior written notice provided that all students currently enrolled/participating in the program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical program at Hospital, such completion not to exceed three (3) months.

9. **ENTIRE AGREEMENT**

This Agreement, its accompanying Exhibits, Hospital policies and procedures and District policies, procedures, student handbook and code of conduct contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This agreement may not be amended or modified except by mutual written agreement. Hospital acknowledges its understanding that this agreement must be approved by District's Board of Trustees or its designee before it shall become effective.

10. **CAPTIONS; SEVERABILITY**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this agreement. If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions of this agreement shall remain in full force and effect.

11. **LAW AND VENUE; ATTORNEY'S FEES**

This agreement shall be construed and enforced in accordance with Texas law and venue for action to construe, enforce or adjudicate a dispute arising from this agreement shall be Bexar County, Texas. The prevailing party in an action to enforce this agreement in a court of competent jurisdiction shall be entitled to reasonable and necessary attorneys' fees and costs of court related to such action.

12. **NO IMPLIED WAIVER**

Either party's failure to insist in any one or more instances upon strict performance by the other party of any terms of this agreement shall not be construed as a waiver of the obligation or any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. **NOTICES**

All notices hereunder by either party to the other shall be in writing, delivered by certified or registered mail, return receipt requested addressed to the signatory for HOSPITAL and to the following for DISTRICT:

South San Antonio ISD  
5622 Ray Ellison Boulevard  
San Antonio, Texas 78242  
ATTN: Mr. Joe Jasso

**THE PARTIES HERETO** have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2013.

**DISTRICT:            South San Antonio Independent School District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOSPITAL:            Pleasanton Road Animal Hospital**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_