



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: June 16, 2021			
Purpose:	<input type="checkbox"/> Presentation/Report	<input type="checkbox"/> Recognition	<input type="checkbox"/> Discussion/ Possible Action
<input type="checkbox"/> Closed/Executive Session	<input type="checkbox"/> Work Session	<input type="checkbox"/> Discussion Only	<input checked="" type="checkbox"/> Consent
From: Theresa Servellon, Chief Academic Officer			

Item Title: Approve the MOU between Texas A&M San Antonio and SSAISD

Description: Texas A&M San Antonio will provide interns at our CARE Zone so they can directly apply the knowledge and skills gained in the classroom in a practical setting.

Historical Data: This is the first year we will be having an MOU with Texas A&M San Antonio Counseling Program.

Recommendation: Approve the MOU between Texas A&M San Antonio and SSAISD.

District Goal/Strategy:

Strategy 4 We will build partnerships with businesses and the community to promote parental involvement, support opportunities for student success, and increase student attendance and enrollment.

Funding Budget Code and Amount: N/A

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

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CFO Funding Approval:

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Superintendent:

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TEXAS A&M UNIVERSITY-SAN ANTONIO  
Department of Counseling, Health & Kinesiology

## Counseling Program Affiliation Agreement

This Agreement is between Texas A&M University-San Antonio (“A&M-San Antonio”), a member of The Texas A&M University System, and South San Antonio Independent School District Care Zone (the “Facility”), and is effective on 06/01/2021 (the “Effective Date”).

A&M-San Antonio, through its College of Education and Human Development, offers a course of study in counseling (the “Program”). A critical component of the Program is providing students with an opportunity to directly apply knowledge and skills gained in the classroom in a practical setting. A&M-San Antonio and the Facility share a mutual interest in providing students in the Program with experience in a manner so that the wellbeing of the Facility, its staff, and its patients, clients, or students will not be jeopardized.

The parties agree as follows:

1. **Responsibilities of A&M-San Antonio.** A&M-San Antonio shall:
  - 1.1 Select students for participation in the practicum/internship at the Facility (the “practicum/internship”), selecting only those students with a satisfactory record in the Program and who have met A&M-San Antonio’s requirements;
  - 1.2 Retain authority to exclude or remove students from the practicum/internship;
  - 1.3 Provide the Facility with copies of the course outline and course objectives, evaluation criteria as requested and a tentative list of course instructors and their qualifications before the beginning of each practicum/internship;
  - 1.4 Maintain full responsibility and control for planning and execution of the Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters which are normally reserved as A&M-San Antonio functions, such as granting degrees and advising students;
  - 1.5 Make A&M-San Antonio representatives available to the Facility for assistance and consultation as the need arises and when possible;
  - 1.6 Appoint in writing one or more representatives of A&M-San Antonio to communicate with Facility representative(s) during the course of planning for the practicum/internship;
  - 1.7 Provide instructors during times that students are at the Facility;
  - 1.8 Advise students of their responsibilities regarding participation in the practicum/internship, including the responsibility to exhibit professional conduct and to follow all rules and standards set by the Facility and A&M-San Antonio;
  - 1.9 Ensure students attend a practicum/internship orientation, if required by the Facility;
  - 1.10 Provide the Facility with written objectives for each level of student assigned to the practicum/internship;
  - 1.11 Prepare practicum/internship schedules and ensure that the Facility receives the student schedule before their assignment.
  - 1.12 Provide to the Facility, when requested, the following information regarding students:



- (a) Proof of personal liability insurance coverage to be carried by each student;
  - (b) Confidentiality acknowledgements executed by each student in the form provided by the Facility;
- 1.13 Notify students, staff, and faculty if the Facility requires a criminal history background check on each student, staff, and faculty member as a condition for participation in the practicum/internship. If background check is required, Program shall notify each student, staff, and faculty member to personally obtain the criminal background check. If required, student, staff, and faculty member shall provide the clearance information to the Facility. Should the background check disclose adverse information, the Facility may remove the student, staff, or faculty member from participation in the practicum/internship.
2. **Responsibilities of Facility.** Facility shall:
- 2.1 Provide an on-site educational experience which is pertinent and meaningful for students;
  - 2.2 Designate and inform A&M-San Antonio of a liaison to schedule hours for students participating in the practicum/internship;
  - 2.3 Accept from A&M-San Antonio a number of students appropriate for the Facility's staff, space, and operations;
  - 2.4 Allow authorized representatives of A&M-San Antonio to participate in the practicum/internship planning;
  - 2.5 Make Facility representatives available to A&M-San Antonio for assistance and consultation as the need arises and when possible;
  - 2.6 Encourage and allow students to gain properly supervised clinical experience appropriate to each student's level of knowledge and training;
  - 2.7 Based on the availability of facilities, allow student access to departments appropriate to each student's level of knowledge and training;
  - 2.8 Comply with applicable state and federal workplace safety laws and regulations. If a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., a needle stick) while at the Facility, the Facility, upon notice of the incident from the student, shall provide the emergency care as the Facility provides to its employees, including, where applicable: examination and evaluation by the Facility's emergency department or other appropriate facility as soon as possible after the injury, emergency medical care immediately following the injury as necessary, initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary, and HIV counseling and appropriate testing as necessary. If the Facility does not have the resources to provide such emergency care, the Facility shall refer the student to the nearest emergency facility. A&M-San Antonio shall inform the student that the student will be responsible for any financial charges thus generated;
  - 2.9 Retain authority to exclude or remove students from interactions with the Facility's patients, students, or clients;
  - 2.10 Retain authority to exclude or remove students from access to the Facility upon written notice to A&M-San Antonio;
  - 2.11 Provide adequate space for student-faculty conferences;
  - 2.12 Provide training to students regarding the Facility's confidentiality requirements.

### **3. Coordination**

- 3.1 Determination of the number of students to be assigned to the practicum/internship will be a joint decision based on staff and space available at the Facility and eligible students enrolled in the Program who desire to be educated at the Facility.
- 3.2 The parties shall assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the practicum/internship.
- 3.3 The parties shall engage in ongoing, open communication to promote understanding of the expectations and roles of both parties in providing the practicum/internship for students. A&M-San Antonio and Facility representatives shall meet as needed at the convenience of both parties to coordinate and improve the practicum/internship.
- 3.4 Either party may remove a student participating in the practicum/internship if, in the opinion of either party, the student is not making satisfactory progress. Any student who does not satisfactorily complete the practicum/internship or any portion of thereof may repeat the practicum/internship only with the written approval of both the Facility and A&M-San Antonio.

### **4. Term and Termination**

- 4.1 This Agreement commences on the Effective Date remains in effect for five years unless terminated as provided in this Article 4.
- 4.2 Either party may terminate this Agreement for upon 180 days advance written notice to the other, except that students may complete the practicum/internship in progress as of the effective date of termination.

### **5. Relationship of the Parties**

- 5.1 This Agreement does not create a partnership or joint venture between A&M-San Antonio and the Facility. Neither party may bind the other or otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by authorized representatives of both parties before any such act or representation.
- 5.2 Employees of one party are not employees of the other, and neither A&M-San Antonio nor Facility personnel are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other party to its employees.
- 5.3 Each party shall bear its own costs and expenses incurred under this Agreement without expectation of reimbursement from the other party.
- 5.4 This Agreement does not prevent the Facility from participating in any other practicum/internship program, nor does it prevent A&M-San Antonio from placing students with other facilities.
- 5.5 Each party acknowledges that the students will not provide services apart from its educational value.
- 5.6 Students are not representatives, employees, or agents of A&M-San Antonio or the Facility, and are not eligible to:
  - (a) Receive payment for services rendered;
  - (b) Replace or substitute for a A&M-San Antonio or Facility employee; or

- (c) Possess authority to enter into any agreement on behalf of the Facility or A&M-San Antonio.
- 5.7 Each party acknowledges that neither party assumes liability for actions taken by students during the time that they participate in the Practicum/internship.
- 5.8 A&M-San Antonio is not responsible for providing personal liability or medical insurance covering students. Each student is responsible for providing proof of personal liability before starting the Practicum/internship.

## 6. **Federal Compliance**

- 6.1 In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, neither party may discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in their administration of policies, programs, or activities; admission policies; other programs or employment.
- 6.2 For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), A&M-San Antonio hereby designates the Facility as a school official with a legitimate educational interest in the education records of the students who participate in the Practicum/internship to the extent that access to the records are required by the Facility to carry out the Practicum/internship. The Facility shall maintain the confidentiality of the education records in accordance with the provisions of FERPA.
- 6.3 HIPAA
- (a) A&M-San Antonio and the Facility acknowledge that the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (“HIPAA”) and subject to 45 CFR Parts 160 and 164 (“the HIPAA Privacy Regulations”). To the extent that students are participating in an Practicum/internship and faculty are providing supervision at the Facility as part of the Practicum/internship, such students and faculty members shall:
- (1) Be considered part of the Facility’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be Facility employees;
  - (2) Receive training from the Facility on, and be subject to compliance with, all of the Facility’s privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
  - (3) Not disclose any Protected Health Information, as that term is defined by 45 CFR§160.103, to A&M-San Antonio which a student accessed through Practicum/internship participation or a faculty member accessed through the provision of supervision at the Facility that has not first been de-identified as provided in 45 CFR §164.514(a).
- (b) A&M-San Antonio may not access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student or faculty member who is acting as a part of the Facility’s workforce as set forth above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a). The parties acknowledge that A&M-San Antonio is providing no services to the

Facility under this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45CFR §160.103.

**7. General Provisions**

- 7.1 The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Venue for any claim arising out of or relating to this Agreement and all of the transactions it contemplates must be in Bexar County, Texas.
- 7.2 Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient’s normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:
- (a) A&M-San Antonio: Department of Counseling, Health & Kinesiology  
One University Way  
San Antonio, Tx 78224
  - (b) South San Antonio Independent School District Care Zone:  
2707 W Gerald Avenue  
San Antonio, TX 78211
- 7.3 This Agreement contains the entire understanding of the parties as to its subject matter, and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not alter this Agreement unless expressly stated in writing.
- 7.4 This Agreement is assignable only with the written consent of both parties.
- 7.5 A&M-San Antonio is an agency of the State of Texas and nothing in this Agreement waives or relinquishes A&M-San Antonio’s right to claim any exemptions, privileges, and immunities as may be provided by law.
- 7.6 The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- 7.7 Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
- 7.8 If either party fails to fulfill its obligations under this Agreement, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war, revolution, acts of foreign or domestic terrorism, or embargos, then the other party shall excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to

resume performance under this Agreement, provided however, that in no event will such time extend for more than 30 days.

The parties have executed this Agreement on the dates indicated below.

**Texas A&M University-San Antonio**  
By:

**South San Antonio ISD Care Zone**  
By:

Name: Dr. Cynthia Teniente-Matson

Name: Charlie Gallardo

Title: University President

Title: Director of Guidance & Counseling

Date:

Date:

**Texas A&M University-San Antonio**  
By:

Name: Dr. Carl J. Sheperis

Title: College of Education and Human  
Development Dean

Date: