



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: Aug 16, 2023

Agenda Section: Consent

Agenda Item Title: Approve the Memorandum of Understanding between Wayland Baptist University and SSAISD.

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Diane Olivo RN BSN, Health Services Coordinator

Description: The union is to provide instructional and clinical experience to students of nursing which will lead to awarding of a Bachelor of Science degree. There is no cost to the district. The students are to maintain standards of care and all other requirements necessary to insure a safe practice. 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. The agreement is to be for a period of three years to be extended upon the mutual agreement of the parties.

Historical Data: This will be the first year SSAISD will partner with Wayland Baptist University

Recommendation: Approve the Memorandum of Understanding between Wayland Baptist University and SSAISD.

Purchasing Director and Approval Date: N/A

Funding Budget Code and Amount: N/A

**BASIC MEMORANDUM OF AGREEMENT
BETWEEN**

**AND
Wayland Baptist University**

This Memorandum of Agreement made this 16th day of August, 2023 between **SSAISD** (herein referred to as “Facility”) and Wayland Baptist University (herein referred to as “University”):

WHEREAS, the University has a curriculum in Nursing, Continuing Nursing Education Programs, and

WHEREAS, Clinical practice is a required and integral component of the curricula of Bachelor of Science in Nursing degree program, Continuing Nursing Education Programs and

WHEREAS, the University desires the cooperation of facilities in the development and implementation of the clinical practice phase of the curricula and,

WHEREAS, the Facility recognizes its professional responsibility to participate in the education of Bachelor of Science in Nursing students and;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the Facility will cooperate as described herewith.

- I. The University and the Facility mutually agree:
 - A. To establish the educational objectives for the clinical practice, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical practice.
 - B. To make no distinction among students covered by this Agreement, on the basis of race, color, sex, creed, age, disability or national origin. For the purpose of this Agreement, distinctions on the grounds of race, color, sex, creed, age, disability or national origin include but are not limited to the following: Denying a student any service or benefit or availability of a facility; providing any service or benefit to a student which is different, or is provided in a different manner or at a different time from that provided to other students under this Agreement; subjecting a student to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; treating a student or potential student differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement, or condition which individuals must meet in order to be provided any service or benefit.
 - C. To comply with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
 - D. To comply in all cases, with all federal, state, and local laws applicable to this Agreement.
 - E. To have in place and to abide by a policy prohibiting sexual harassment.

II. The University agrees:

- A. In areas of practice where at least ten (10) students (or a lesser number if deemed necessary by both the University and the Facility) of one specific discipline may be assigned to one Facility, to
 - 1. Provide qualified instructor for supervision of clinical practice periods.
 - 2. Assume the responsibility of planning and implementation of clinical practice and for on-going evaluation of the performance of the assigned students.
- B. In area of practice where less than ten (10) students can be assigned in one specific discipline to a Facility, to
 - 1. Communicate directly with the Facility Clinical Supervisor who is responsible for planning and implementation of clinical practice at the Facility.
 - 2. Supply the Facility Supervisor with appropriate forms to be used in evaluating the performance of the assigned students.
- C. In both cases,
 - 1. To notify the Facility, at a time mutually agreed upon, of its planned schedule of student assignment, including the names of students, level of academic preparation, and length and dates of clinical practice.
 - 2. To establish and maintain on-going communication with a designated person of each department of the Facility concerning items pertinent to the particular discipline.
 - 3. To advise the assigned students of the responsibility for complying with the existing rules and regulations of the Facility.
 - 4. That it will keep and maintain records of the students participating in the program including their rotation, attendance and proficiency.
 - 5. That the Facility retains the ultimate responsibility for patient care.
- D. To 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.
- E. To conduct criminal background checks and drug screens on all students entering the University and practicing in the facilities.
- F. To ensure all students attending clinical in your facility are CPR certified and that they have completed Hep B series, MMR, Varicella, TDAP, Flu and TB immunizations.

III. The Facility agrees to:

- A. Determine the number of students which it can accommodate during a given period of time.

- B. Provide physical facilities and equipment necessary to conduct the clinical practice.
- C. Provide conference room facilities on an availability basis.
- D. Permit assigned students and instructors, use of library facilities.
- E. Permit use of the cafeteria facilities by students and instructors, at their own expense.
- F. Advise the University of changes in its personnel, operation, or policies which may affect clinical practice.
- G. Provide the assigned student and faculty with a copy of the Facility's existing pertinent rules and regulations with which the student is expected to comply.

IV. Terms of Agreement:

- A. This Agreement shall be evaluated and reviewed annually by the University and the Facility for the purpose of making any agreed revisions which may be deemed advisable or necessary.
- B. If either the University or Facility desires to terminate this Agreement, it may do so by written notice delivered to the other party. 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 University program subsequent to the date of the notice of termination, 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.
- C. 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 the Institution, or any persons other than the parties hereto.
- D. It is presently the intention of both the University and the Facility that this agreement be for a period of **three years** to be extended upon the mutual agreement of the parties. The term of this agreement shall begin the 16th day of August, 2023.

By: _____ Date: _____
 Dean, Wayland Baptist University

By: _____ Date: _____
 Superintendent of Schools

By: _____ Date: _____
 VP of Academic Affairs, Wayland Baptist University