

**BOARD OF TRUSTEES  
AGENDA**

<input type="checkbox"/> WORKSHOP	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> SPECIAL
-----------------------------------	---	----------------------------------

- (A) ☐ Report Only ☐ Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) ☒ Action Item

Presenter(s): **Samuel Mijares, Asst. Superintendent for Curriculum & Instruction**  
**Ana Laura Castellón, Career & Technical Education Director**

Briefly describe the action required.

**CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE THE PROPOSED AGREEMENT BETWEEN EAGLE PASS ISD AND FORT DUNCAN REGIONAL MEDICAL CENTER.**

- (C) Funding source: Identify the source of funds if any are required.

- (D) Clarification: Explain any questions or issues that might be raised regarding this item.

**WILL ALLOW THE CTE HEALTH SCIENCE/CERTIFIED NURSE AIDE CANDIDATES TO PARTICIPATE IN CLINICAL ROTATIONS AT FDRMC**



## *Eagle Pass Independent School District Career and Technical Education*

**DATE:** July 8, 2013  
**TO:** Gilberto Gonzalez, Superintendent  
**FROM:** Ana Laura Castellón, CTE Director *AL Castellón*  
**RE:** Renewal of Agreement – Fort Duncan Regional Medical

---

Attached you will find the renewal agreement for the 2013 – 2014 school year between the Eagle Pass ISD and the Fort Duncan Regional Medical Center. This renewal agreement allows our Health Science students from EPHS and CCWHS to participate in clinical rotations at the hospital to fulfill their curriculum requirements for the Certified Nurse Aide (CNA) program at no cost to the district.

Students participating in the clinical rotations get an opportunity to “shadow” professional staff in the different hospital departments. This allows students to gain a better understanding of the different careers associated within the medical field.

I respectfully request that this item be presented to the EPISD Board of Trustees at the next regularly scheduled meeting for approval.

Please call me if you need additional information.

Attachments: 2

Approval: \_\_\_\_\_

*Samuel Mijares*  
Samuel Mijares, Assistant Superintendent for C & I

## COOPERATIVE AFFILIATION AGREEMENT

This Agreement Cooperative of Affiliation ("Agreement") is made by and between Fort Duncan Regional Medical Center ("Facility") and C.C. Winn High School and Eagle Pass High School ("School"), Eagle Pass Independent School District.

WHEREAS, Facility operates a health facility in Eagle Pass; and

WHEREAS, the School wishes to provide a program of **clinical education** at the Facility for its Health Science students, and

WHEREAS, the Facility is willing to provide such experiences; NOW, THEREFORE, in contemplation of the mutual covenants contained herein, the parties mutually agree as follows:

1. **Duties of the District.** The School agrees to fulfill the following obligations during the term of this Agreement:
  - (a) The School shall assume responsibility for assuring that the Program complies with the educational standards of the appropriate accreditation bodies.
  - (b) The School shall communicate with the facility, through the Facility's Program Supervisor, on all items pertinent to the Program.
  - (c) The School shall notify the Facility through the Facility's Program Supervisor of the planned schedule of student assignments, including the names of the students, the students' level of academic preparation with learning objectives, and length and dates of the students' assignments in the Program two (2) weeks prior to beginning the clinical experience at the Facility.
  - (d) The School shall inform faculty members participating in the Program (such as students and faculty members being referred to as the "Program Participants") of any special requirements of the Facility for acceptance, in addition to the requirement concerning professional liability insurance set out in Section 3 of this agreement.
  - (e) The School agrees on ensuring that the instructor or qualified preceptor be present on the clinical rotations for the purpose of coordinating clinical activities, instruction and supervision of the Program Participants.
  - (f) The School shall ensure that the Program Participants present at the facility wearing conservative business attire and lab coat i.e. (men) shirt, slacks and tie; (women) slacks/dress, pantyhose or socks. The School will also ensure that no blue jeans and tennis shoes are worn. Each Program Participant shall wear a nametag identifying their name and school they represent.
  - (g) The School shall refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to the Facility.
  - (h) The School shall ensure that the Program Participants support the Facilities rules and regulations made applicable to the Program Participants and that the Program Participant's role is an observer only.
  - (i) Program Participants shall not have direct contact with patients.



2. **Duties of the Facility.** The Facility agrees to fulfill the following obligations during the term of this Agreement:
  - (a) The Facility shall maintain standards for appropriate health care services, which are conducive to sound educational experiences for students participating in the Program.
  - (b) The Facility shall designate as Program Supervisor a staff member who will be responsible for facilitating.
  - (c) The Facility shall, insofar as possible, make available to the Program Participants library facilities and appropriate information. The Facility shall not be responsible for the safekeeping and/or loss of personal belongings.
  - (d) The Facility shall assist in the orientation of the Program Participants to the relevant physical facilities and pertinent policies and procedures of the Facility.
  - (e) The Facility shall provide limited emergency medical care to the Program Participants in the event of an accident during their participation in the Program, the cost of which be borne by the applicable Program Participant of the School.
  - (f) The Facility shall notify the School of the number of students the Facility can accommodate during a given period of time.
  - (g) The Facility may advise the School of any serious deficits noted in the ability of assigned Program Participants to progress toward achievement of the stated objectives of the Program.
3. **Program Participants' Insurance.** The School understands that the Facility will require every instructor/preceptor to obtain and maintain professional liability insurance covering such Program Participant's activities in the Program in the amount of not less than \$100,000.00 for each occurrence and \$300,000.00 annual aggregate, and that the School will require each instructor/preceptor to furnish appropriate evidence to the Facility of the existence of such insurance and the payment premiums by the instructor/preceptor for the period of such instructor/preceptor's participation in the Program. This requirement shall be precondition to person's participation in the Program.  
Eagle Pass ISD will provide insurance for Program Participants in the amount specified above.
4. **Parties' Relationship.** During the clinical experiences, neither the School nor a program Participant shall be considered an employee, agent, partner, or servant of the Facility. It is understood and agreed that the Facility retains the obligations and limitations expressly stated in this Agreement.
5. **Term.** The term of this Agreement shall be for one (1) year from the effective date signed at the end of this document. Notwithstanding the terms specified herein, this Agreement may be terminated by either party as provided in the Termination section of this Agreement.



6. **Termination.** This agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; or by either party, without cause, upon thirty (30) days written notice to the other party; provided however, no such termination shall be effective upon any Program Participant enrolled in the Program until the expiration of the then current academic semester for such Program Participant.
7. **Removal of Program Participants.** The Facility, at its sole discretion, may demand the removal of any Program Participant from the Facility in the event that the Facility determines that such action is in the best interest of patient care or operation of the Facility.
8. **Modification of Agreement.** This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party hereto.
9. **Governing Law.** This Agreement is made in Texas and shall be constructed, interpreted, and governed by the laws of such state. The parties consent to venue in Maverick County, Texas, for any action under this Agreement.
10. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be waiver of such breach.
11. **Rights in Property.** All title to Program supplies, equipment, furnishings, fiscal records, patient charts, and patient records shall remain the sole property of the Facility.
12. **Confidentiality.** The School shall ensure that its students, faculty, and employees maintain the confidentiality of all information about the Facility's patients, including information about the identity, diagnosis, evaluation, or treatment of such patients, as required by applicable state and federal laws and the Facility's bylaws, rules, and regulations.
13. **Authorization of Agreement.** Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its term.
14. **Section Heading.** The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extent, or construe the term or provisions of the sections of this Agreement.
15. **Funds.** Neither Fort Duncan Regional Medical Center nor Eagle Pass Independent School District shall have any obligation to pay any funds to Program Participants.

**IN WITNESS WHEREOF**, the School and Facility have executed this Agreement, in multiple originals, to be effective as of: August 26, 2013  
Date

\_\_\_\_\_  
**Mr. Richard Prati, CEO**  
**Fort Duncan Regional Medical Center**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Mr. Gilberto Gonzalez**  
**Superintendent**  
**Eagle Pass Independent School District**

\_\_\_\_\_  
Date

**Addendum to the Cooperative Affiliation Agreement Between  
Eagle Pass ISD and Fort Duncan Regional Medical Center**

This addendum is made part of the Cooperative Affiliation Agreement between Fort Duncan Regional Medical Center and the Eagle Pass Independent School District ("the Agreement") as if fully set forth therein:

- A. Student participants shall not have direct contact with patients.
- B. Eagle Pass ISD will provide insurance for student participants in an amount equal to that set out in numbered paragraph 3 of the Agreement.
- C. Neither Fort Duncan Regional Medical Center nor Eagle Pass Independent School District shall have any obligation to pay any funds to student participants.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Mr. Richard Prati, CEO  
Fort Duncan Regional Medical Center**

\_\_\_\_\_  
**Mr. Gilberto Gonzalez, Superintendent  
Eagle Pass Independent School District**

f:\eagle pass isd\fort Duncan medical center-contract\0006.6049\addendum