



Memorandum of Agreement
Between
El Paso
Independent School District/
Silva Health Magnet
And
El Paso County Community College District

Vocational Nursing Program

This agreement is made by and between the El Paso Independent School District, 121 Valverde Street, El Paso, TX 79905 hereinafter "EPISD", and the El Paso County Community College District, located at P.O. Box 20500, El Paso, Texas 79998-0500, hereinafter "EPCC."

- I. SCOPE OF AGREEMENT: To develop and provide a program of entry-level Vocational Nursing courses at the high school level which will provide students the opportunity to participate as dual-credit students. This agreement will allow students from the Silva Magnet High School to participate in the VN certification program at the Silva Magnet High School.

The Dual Credit Vocational Nursing courses will be conducted as per the requirements that are identified/outlined in *19 TAC Chapter 4, Subchapter D, Dual Credit Partnerships between Secondary Schools and Texas Public Colleges*, paragraph 4.85. Nothing herein shall be construed to violate either the Texas Public Information Act, Tex. Gov't Code, paragraph 552.001 et seq., or the Family Educational Rights and Privacy Act, 20 U.S.C, paragraph 1232g.

- II. PERFORMANCE PERIOD: The term of this agreement shall be from August 1, 2022, until the EPISD hires a new Vocational Nursing faculty member unless terminated earlier pursuant to section VIII.

- III. FUNDING:

1. In return for the services provided by EPCC as are required by this agreement for this time period, the EPISD hereby agrees to pay to the EPCC the sum of \$100 per student/per course as outlined in the current Dual Credit Partnership Agreement. Payment will be handled in the same manner as all dual credit courses.

2. Any additional or expanded services related to this program and falling beyond the scope of this agreement, including the cost thereof, which are mutually agreed to by the parties shall be implemented by a written amendment signed by both parties. Any associated billing and payment process and schedules shall be specified in the authorizing written amendment.

3. Any additional meetings required by the school district beyond the scope of this agreement, such as school district staff development and/or training sessions must be requested in advance, in writing by someone in authority, and approved by the VN Program Coordinator. EPCC will generate an invoice for the specific faculty cost and submit it to the EPISD for payment.

IV. DEFINITIONS:

1. **Articulated Credit:** A course that is taken in high school, usually by juniors or seniors, that has been determined to have the same course content as an EPCC course. Students must earn a minimum grade; usually, an 80 or 85, graduate from high school, enroll at EPCC, declare a major in a field that requires the articulated course, and then have their transcript evaluated.
2. **BLS:** Basic Life Support (Refers to American Heart Association BLS certification).
3. **Dual Credit (DC):** A process by which a high school junior or senior student enrolls in a college course and receives simultaneous academic credit for the course from the college and high school.
4. **DSHS:** Texas Department of State Health Services.
5. **VN:** Vocational Nursing Program.
6. **FERPA:** Family Education Rights and Privacy Act of 1974 (20 U.S.C. paragraphs 1232 34 CFR Part 99)
7. **HIPAA:** Health Information Portability and Accountability Act of 1996.
8. **HOSA:** Health Occupations Students of America.
9. **HSTE:** Health Science Technology Education.
10. **Texas Board of Nursing:** through which students register to take the National Council of State Boards of Nursing.
11. **Student/Instructor Ratios:** Ratio recommendations for curriculum instruction from the Texas Board of Nursing, is currently one (1) instructor for ten (10) students.
12. **Class Size:** The approved class(s) size may not exceed sixteen (16) students based on current college optimums for classroom use.
13. **TEA:** Texas Education Agency.

V. RESPONSIBILITIES OF EPISD

EPISD agrees to:

1. Abide by the college's dual credit policies and procedures for all dual credit students.
2. Offer transportation of EPISD students to attend Dual Credit high school course(s) in Vocational Nursing using the current curriculum from the EPCC Mission Del Paso Campus for the length time it takes EPISD to hire their own qualified Nurse to teach VN courses.
3. EPISD will provide all course materials including textbooks, workbooks, student materials, and supplies required for the EPCC Vocational Nursing courses. All textbooks, student equipment, and supplies must be contemporary and in good working condition. Textbooks may be bound books or ebooks.
4. Coordinate with EPCC in the award of dual credit grades to high school students

upon successful completion of the VN courses.

5. Provide a minimum of ten (10) students per VN course, to schedule the EPISD VN students as one cohort.
6. Offer existing Vocational Nursing courses for juniors which will include BLS Certification (American Heart Association – Healthcare Provider).
7. Conduct annual updates of articulation and dual credit documents to ensure adherence to established procedures for maintaining articulation and dual credit instruction.
8. Actively recruit and utilize selective admission criteria for students entering the VN program. Requirements for admission must include as a minimum the following:
 - a. Physical examination with no limitations (Exam not older than 2 years).
 - b. Complete titer(s) and immunization record (to include COVID-19 vaccine and all clinical site requirements).
 - c. Basic Life Support (BLS) certification (certification not older than 1 year).
 - d. Current clear background check and drug screen utilizing college-approved vendor as required by the program.
 - e. Current health insurance.
 - f. Possess complete uniform and uniform equipment.
 - g. Complete all site-specific orientations.
 - h. Qualify for Dual Credit enrollment.
9. Maintain a community-based Vocational Nursing advisory committee with representation from the EPCC VN program.
10. Maintain required minimum professional practice (liability) insurance for all the EPISD high school students enrolled in the VN program.
11. Provide feedback performance of the students assigned to the VN programs.
12. Provide information on student performance to EPCC for program evaluation and reporting to accrediting agencies.
13. Participate in site visits from accrediting agencies upon request.
14. Provide a HOSA chapter and participate in HOSA activities during the program if the VN student wishes to.
15. Maintain all required student and faculty records, with due regard to the requirements of FERPA and HIPAA.

VI. RESPONSIBILITIES OF EPCC

EPCC agrees to:

1. In consultation with EPISD, and based on student enrollment numbers, provide faculty member(s) meeting EPCC credentialing requirements for the position until EPISD hires a new faculty. The faculty assigned will be responsible for providing VN education and training required by current curriculum requirements. A class shall not exceed college classroom optimums (Currently 16 students) per section.
2. If EPISD provides a cohort of twelve (12) VN students for Fall 2022. They will attend classes at Silva Health Magnet High School. The course schedule will be similar

to the schedule utilized when VN courses are taught at the Mission Del Paso campus.

3. Be solely responsible for payment of all wages, taxes, insurance, and benefits due to or on behalf of any EPCC employee because of their employment by EPCC. EPCC will at all times be the employer of record of faculty assigned under this contract.
4. No later than thirty (30) days before the first class session, provide course information packets to students.
5. Coordinate the VN program with the Texas Board of Nursing, including filing of Course Notification Approval forms, Course Completion Rosters, and maintain records as required by law.
6. Maintain accreditation requirements with the Accrediting Commission for Education in Nursing.
7. Coordinate all student clinical rotations in the hospital environments.
8. Maintain a EPISD representative to the Vocational Nursing Advisory Committee at EPCC.
9. Maintain all required student records with due regard to the requirements of FERPA and HIPAA.

VII. AMENDMENTS

This agreement may be amended in whole or in part by a written amendment signed by both parties.

VIII. TERMINATION

This agreement may be terminated in whole or in part by either party giving thirty (30) days written notice to the other party. Such notice shall be sent by certified mail, return receipt requested, to the address of the other party as listed above. However, such termination shall not take effect concerning students already enrolled in a specific VN course until those students have completed their respective program of study or until alternative arrangements have been established.

Associated obligations and costs shall be established as part of a written termination agreement signed by both parties and which shall be incorporated as part of this agreement.

IX. THIRD-PARTY BENEFICIARY

Nothing in this agreement is intended to or does operate to create any third-party beneficiary rights.

X. RELATIONSHIP OF THE PARTIES

Nothing contained in this agreement shall be construed as establishing a legal partnership or joint obligation among the parties hereto. Each party retains the right to conduct its business as it sees fit.

XI. LIABILITIES OF THE PARTIES

This agreement is not intended to alter or reallocate any defense or immunity presently authorized by law or to create or alter any liability arising under the law. EPISD and EPCC shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its officers, agents, and employees who are performing duties under this agreement and neither shall be liable or responsible for the acts or omissions of the other's officers, agents, or employees. EPISD and EPCC expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law. This agreement does not create any obligation by one party to indemnify the other.

XII. DISPUTES

Should any dispute concerning any fact, interpretation, allowable costs, or other matter arise during the performance of this agreement, it shall be resolved as follows:

1. Every reasonable effort shall be made to resolve the said dispute(s) through informal discussions between EPCC's Vocational Nursing Program Coordinator and the assigned representative of the EPISD.
2. Should informal discussions fail to resolve any disputed issue(s) within a reasonable amount of time, or within five (5) mutual working days following a written request by the EPISD, EPCC shall issue a written statement which (1) identifies the unresolved issue(s), (2) states the history and facts underlying the issue(s), (3) clearly states EPCC's determination regarding the said issue(s) and the basis for EPCC's determination(s), and (4) includes a statement that the determination is final for EPCC.
3. Following receipt of this determination by the EPISD, either party may then pursue any other legal remedies as may be available to the party.
4. In the alternative, if agreeable to both parties and subject to terms and conditions agreeable to both parties, a dispute(s) may be resolved through arbitration.

XIII. SPECIAL CIRCUMSTANCES

Due to the ongoing situation with the COVID 19 pandemic, all safety precautions will be in effect until further notice. The safety of students, faculty, and staff will be of paramount concern. Guidelines and regulations provided by the Centers for Disease Control (CDC), Federal and State governments, El Paso Community College and School District administration will be reviewed and followed. Since this is an evolving and ever the changing situation, constant updates and revisions to safety, curriculum, and administrative requirements may have to be made throughout the life of this MOA.

XIV. APPLICABLE LAW

This agreement shall be construed and enforced in accordance with the laws of the United States of America and the State of Texas.

XV. ENTIRETY OF AGREEMENT

This agreement shall constitute the entire and only agreement between the parties relating to the project described herein; and supersedes all prior agreements and discussions, whether written or oral.

In Witness Whereof, the parties have caused this Agreement to be executed by their

duly authorized representatives.

SIGNATURES:

SCHOOL DISTRICT:

El Paso Independent School District

Ms. Diana Sayavedra, Superintendent

APPROVED AS TO FORM:



Jeanne G. Collins, General Counsel, EPISD
~~Signed this day of August, 2022~~

ORGANIZATION:

El Paso Community College

Dr. William Serrata, President EPCC