



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 10/06/26

Item Title: Memorandum of Understanding between X Action
Abilene Christian University and Information
Brownsville ISD for a Master's Degree Program Discussion

BACKGROUND:

In an effort to address the on-going shortage of Master's Level Speech Language Pathologists in the Brownsville Independent School District, a partnership is proposed with Abilene Christian University to provide opportunities for graduate students enrolled in the Abilene Christian University Communication Sciences and Disorders Program for completing internships as part of the Practicum Experience required for successful completion of their Master's Degree in Speech Language Pathology.

This program, fully accredited by the American Speech Language Hearing Association (ASHA), utilizes a combination of videoconferencing and web-based instruction as well as clinical experiences on school campuses, in hospitals, nursing homes, clinics, rehabilitation centers, and special summer camps.

FISCAL IMPLICATIONS:

At no cost to the district.

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between Abilene Christian University and Brownsville ISD to provide a master's degree program for both in-field and out-of-field students. Will be effective October 6, 2026 through October 5, 2029 and shall renew for successive one-year terms thereafter if agreed upon by both parties. At no cost to the district.

Adriana Q. Lipa

Submitted by: Principal/Program Director

Dr. Norma Ibarra-Cantu

Recommended by: Executive Director

Miguel Salinas

Reviewed by: Staff Attorney

Dr. Alma Cardenas-Rubio

Approved by: Assistant Superintendent

Approved for Submission to Board of Education:

Dr. Timothy E. Cuff
Dr. Timothy E. Cuff, Superintendent

When Necessary, Additional Background May Follow This.

CLINICAL AFFILIATION AGREEMENT
with
Abilene Christian University

This **Clinical Affiliation Agreement** (the “**Agreement**”) is entered into by and between Abilene Christian University (“**University**”) of Abilene, Texas and **Brownsville ISD** which has clinical facilities located at **1900 E. Price Rd Brownsville, TX 78521** (“**Facility**”). University and Facility agree to the following:

PURPOSE

University has a Speech Language Pathology Program (“**Program**”) through which University provides its students academic and clinical experience. University desires Facility to provide certain students of University with clinical experience through Facility's clinical facilities, and Facility is willing to provide such experience.

1.0 RESPONSIBILITIES OF UNIVERSITY

University shall:

- a) plan the educational activities for the Program’s clinical experience at Facility after consultation with and approval by Facility;
- b) provide qualified teachers at University to teach the pre-requisite core curriculum and support courses in the Program;
- c) provide administrative functions for each student in the Program which are the same functions as provided all other students at University;
- d) provide a faculty member to be available for consultation while students are at Facility to supervise students participating in the Program. The faculty member will (i) be currently licensed by the State Board of Examiners for Speech-Language-Pathology and Audiology for the state in which University is located, (ii) be clinically competent; and (iii) carry liability insurance and provide evidence of same to Facility.
- e) instruct students to abide by Facility’s patient care policies and guidelines. Information regarding Facility’s applicable policies and guidelines will be available at the time of student orientation at Facility;
- f) if applicable, provide Facility with the appropriate forms to be used in evaluating the performance of students in the program;
- g) require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility;
- h) provide information to each student on the Hepatitis B vaccine, its efficacy, safety, method of administration and benefits of being vaccinated and suggest that students be vaccinated for Hepatitis B;

- i) confirm students have been tested for tuberculosis within one (1) year of commencement of the Program and are tested at least annually while participating in the Program. The student shall provide evidence of such testing and the results to Facility upon arriving at Facility.
- j) confirm students have been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC) and are currently certified in Basic Life Support ("BLS") cardiopulmonary resuscitation prior to student arriving at Facility and provide evidence of such confirmation to Facility prior to student arriving at Facility and upon request of Facility thereafter;
- k) provide proof of professional liability insurance covering students placed at the Facility in the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate prior to beginning the clinical assignment at Facility and upon request of Facility thereafter. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility;
- l) confirm students have health insurance for the duration of the student's assignment at Facility. If student is injured or becomes ill while at Facility, the Facility is not personally responsible for cost if student seeks medical care and treatment. Neither University or Facility provides accident or health insurance for students.
- m) provide to Facility at least one month prior to students arriving at Facility a letter outlining the needs of the students, names of students and supervising faculty member, and length and dates of clinical experience;
- n) consider promptly any complaints made by Facility against a student and participate in joint problem solving. Patient safety and welfare shall be the primary concern. Student issues will be documented by the Facility and provided to the designated Faculty member and/or other representative of University. Facility, in its sole discretion, may require permanent withdrawal of any student from Facility at any time for cause;
- o) require student to complete a criminal background check using information obtained from a screening firm of the University's choice that is compliant with State and Federal regulations to provide a comprehensive criminal history background clearance. The student will provide a written report of the results or electronic access to the report upon arriving at Facility. At Facility's request, any student provided to Facility will submit to a more extensive criminal background and/or fingerprint check.
- p) confirm that each student is aware of and complies with the Employee Health policies and procedures of Facility; and
- q) ensure that each student and University faculty member at all times while at Facility wears a name tag, badge, or other identifying label that clearly states the student or faculty member's identity and the name of University.

2.0 RESPONSIBILITIES OF FACILITY

Facility shall:

- a) provide cooperation to promote success of the Program;
- b) provide equipment and supplies which are necessary for patient treatment at Facility;
- c) provide work space for students at the Facility;
- d) as available, provide suitable clinical experience situations as prescribed by the curriculum provided by University;
- e) assist with clinical teaching and supervision of agreed upon number of students in the Program;
- f) upon request by University, formally evaluate performance of students in the Program using the form provided by University;
- g) retain responsibility for patient care;
- h) reserve the right to determine the manner in which its equipment shall be operated;
- i) to the extent allowed by law, assume no professional or financial liability for injury to students or faculty except that which might occur as a member of the public;
- j) provide access to acute emergency care at student's expense in the event of an accident or injury to a student on Facility's campus;
- k) any student provided to Facility will submit to a drug test at request of Facility. The University will be responsible for the reasonable cost of the test and will pay for such upon receipt of the bill; and
- l) provide an orientation of Facility and assigned patient care areas to student.

3.0 RESPONSIBILITIES OF UNIVERSITY AND FACILITY

University and Facility shall:

- a) agree upon the number of students to be placed in Facility for clinical rotations prior to the beginning of each semester in which students are assigned to and accepted by Facility;
- b) understand there will be no exchange of monies between the University and the Facility for this Program;
- c) revise or modify this Agreement in writing if both parties agree to the revisions or modifications; and
- d) comply with all applicable federal and state laws, rules and regulations.

4.0 TERM AND TERMINATION

This Agreement shall have an initial term of three (3) years beginning the date the last of the parties to sign this Agreement does so (the "Effective Date"), and, beginning on the third anniversary of the Effective Date, shall renew automatically for successive one-year terms unless and until either party terminates this Agreement as provided herein.

Either party may terminate this Agreement for any reason or no reason by delivering a notice of termination to the other party no fewer than ninety (90) days before expiration of the then-current term. Any student enrolled and in good standing on the termination date shall be allowed to complete the course(s) or program(s) in which she or he is enrolled so long as the student remains in good standing with the University and the Facility.

Either party may terminate this Agreement for cause if the other party materially breaches this Agreement and fails to cure said breach with thirty (30) days of receiving notification of the breach in writing.

5.0 NOTICE

Any notice, request, or other communication required to be delivered under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, by overnight delivery service, or by United States mail to the parties at the following addresses, or at such other addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to Facility: Brownsville ISD
 1900 E. Price Road
 Brownsville, TX 78521
 ATTN: Agustin DeLucio

If to University: Abilene Christian University
 16633 Dallas Parkway Suite 800
 Addison, TX 75001
 Attn: Trina Geisler
 With copy to: ogc@acu.edu

6.0 STATUS OF STUDENTS

University and Facility understand and agree that while faculty and students are participating in the Program, faculty and students are not employees of Facility. Accordingly, faculty and students are not entitled to any of the rights or benefits established for Facility's employees such as salary, vacation, sick leave with pay, paid holidays, insurance, and/or worker's compensation coverage.

7.0 MISCELLANEOUS

- a) Non-discrimination. University and Facility shall not unlawfully discriminate in their respective performance of this Agreement.
- b) Entire Agreement. This Agreement constitutes the entire agreement between the parties

and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both parties.

- c) **Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any dispute arising under this agreement or any lawsuit to enforce or interpret this Agreement shall be in an appropriate court located in Cameron County, Texas. The parties agree that Cameron County is the county in which performance of this Agreement shall take place.
- d) **Severability.** Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.
- e) **No Waiver.** No waiver by University or Facility of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or affect the exercise of any other right or remedy provided herein.
- f) **Confidentiality.** University acknowledges that the intent of federal and state privacy laws is to assure that Confidential Information will remain confidential and will be used only by those with appropriate authority as necessary to fulfill the purpose of this Agreement. University acknowledges that students, faculty and other University representatives may access Confidential Information during the performance of their function under this Agreement. As such, University represents and warrants that its agents, employees and representatives (collectively hereinafter “Representatives”) will maintain such information as confidential and will not disclose such information to third parties or other Representatives of University who do not require the information in order to fulfill this Agreement, except as permitted by law or order of the court. Should University, through its Representatives, for any reason otherwise disclose the information, University will immediately notify Facility. University warrants that it will train all Representatives concerning this provision of the Agreement.
- g) **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the educational records of the students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
- h) **HIPAA.** The parties agree that:
 - (i) 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 Regulation”);

- (ii) to the extent that University students are participating in the Program and/or University faculty members are providing supervision at the Facility as part of the Program, such students and/or faculty members shall:
1. be considered part of the Facility's workforce for HIPAA compliance purposes only in accordance with 45 CFR 164.103, but shall not be construed to be employees of the Facility;
 2. receive training by the Facility on and be subject to compliance with all of Facility's privacy policies adopted pursuant to the Regulations; and
 3. not disclose Protected Health Information, as that term is defined by 45 CFR 160.103, to University which a student accessed through Program 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);
- (iii) University will never 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 part of the Facility's workforce as set forth in Section 15(b) of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR 164.541(a); and
- (iv) No services are being provided to the Facility by the University pursuant to this agreement and therefore this agreement does not create a "business associate" relationship as that term is defined in 45 CFR 160.103.

EFFECTIVE as of the date the last of the parties to sign does so. Executed as of the dates below, by and between University and Facility through their duly authorized officers, thereby binding themselves, their successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

BROWNSVILLE ISD

Signature: _____

Name: Dr. Timothy E. Cuff

Title: Superintendent of Schools

Date: _____

ABILENE CHRISTIAN UNIVERSITY

Signature: _____ *George Saltsman*

Name: George Saltsman, Ed.D.

Title: Provost, VP for Academic Affairs -
Dallas Campus

Date: 09/15/2026