



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 02/06/2024

Item Title: Walden University and Brownsville Action
Independent School District MOU Information
 Discussion

BACKGROUND:

Walden University seeks to set out in writing the terms and respective responsibilities for the education and training of graduate students pursuing school counseling practicum/internship hours on BISD school campuses.

Graduate students enrolled in the program, shall have the written consent of the campus principal and the mentor counselor and will collaborate with them to execute the program roles and responsibilities as outlined in the Walden University program agreement. The graduate students will obtain parental consent to perform supervised counseling of BISD students during school hours.

This MOU supports BISD's own staff to complete the required graduate school training to employ future school district counselors.

FISCAL IMPLICATIONS:

No cost to the District.

RECOMMENDATION:

Recommend approval to renew a Memorandum of Understanding between the Brownsville Independent School District and Walden University to provide practicum/internship sites on BISD school campuses beginning in February 2024 for five years with automatic one-year renewal thereafter. No cost to the District.

Sara M. Garza *Sara Garza*
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CFO
Mr. Miguel Salinas *Miguel Salinas*
Reviewed by: Staff Attorney

Jesus Chavez
Dr. Jesus Chavez, Interim Superintendent

Mrs. Beatriz Hernandez *BH*
Approved by: Deputy Supt/Chief Officer

Minerva Almanza

From: Priscilla Lozano <plozano@808West.com>
Sent: Wednesday, January 24, 2024 9:56 PM
To: Isela Vieyra
Cc: Miguel Salinas; Kevin O'Hanlon; Lea Ohrstrom; Minerva Almanza
Subject: Re: Mou. Walden University

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

The referenced document is approved as to form.

Sincerely,
Priscilla

From: Isela Vieyra <jivieyra@bisd.us>
Sent: Monday, January 22, 2024 3:07 PM
To: Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>
Subject: Mou. Walden University

Good afternoon Ms. Lozano,

Please find the attached agreement for your review and approval.

Thank you,

Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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Isela Vieyra

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Sent: Monday, January 22, 2024 3:07 PM
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Subject: Mou. Walden University
Attachments: [MOU. Walden University.pdf](#)

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WALDEN UNIVERSITY

U.S. FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of the final signature below by and between WALDEN UNIVERSITY, LLC, located at 100 Washington Avenue South, Suite 1210, Minneapolis, MN 55401 ("Walden") and Brownsville Independent School District located at 1900 Price Road, Brownsville, Texas 78520 ("Field Site").

RECITALS

WHEREAS, Walden offers undergraduate, graduate, and post-graduate programs in the fields of nursing, social work, counseling, psychology, health sciences, and interdisciplinary studies (the "Programs") and seeks to partner with field sites for educational field experiences for Walden students (the "Students");

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to contribute to the education and professional growth of Walden Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence on 2/26/2024 (the "Effective Date") and shall continue for a period of five (5) years (the "Initial Term"). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1) year periods (each a "Renewal Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination or expiration of this Agreement before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. WALDEN RESPONSIBILITIES

A. Walden shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the prerequisite course of study as determined by Walden.

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B. Walden shall provide a field education coordinator (the "Walden Coordinator") who will act as a liaison between Walden and the Field Site and coordinate the Field Experience Program with the Field Site. The Walden Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

- (1) Confirming any contact information for Students to the Field Site Coordinator, as defined below, prior to the Student assignment; and
- (2) Supplying the Field Site with information regarding each Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide an instructor (the "Walden Supervisor") who will serve as the academic course instructor and field experience instructor for the educational experience. The Walden Supervisor will have responsibilities including, but not limited to:

- (1) Communicating with the Field Site Supervisor relating to each Student's educational experience at the Field Site;
- (2) Evaluating student academic and Field Site work relating to the educational experience at the Field Site.

Notwithstanding the foregoing, the parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises.

D. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

E. Walden maintains student professional liability insurance with a single limit of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars (\$1,000,000). Such general liability insurance policies shall provide additional coverage to Walden's Students. Walden shall provide the Field Site with proof of coverage upon request.

III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the "Field Site Coordinator"). The Field Site Coordinator shall be responsible for:

- (1) Planning and coordinating the education arrangements between the Field Site, the Students and Walden;
- (2) Serving as a liaison between the Field Site and Walden; and

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(3) Developing and administering an orientation program for Student which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor or supervisor (the "Field Site Supervisor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Field Site Supervisor. The Program requires supervision specifically by the Field Site Supervisor, and such supervision may not be delegated. Field Site Supervisors are responsible for providing, as applicable to the Program, role modeling, direct patient or client supervision, and professional interactions, and sharing expertise and experience. Field Site Supervisors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Field Site Supervisors shall provide instruction and services in accordance with applicable laws and shall educate Students as to the requirements of the applicable laws. The Field Site Supervisor shall work with the Walden Supervisor to review and evaluate the Students in the Field Experience Program.

C. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Where applicable, the Field Site shall provide the Students with an orientation familiarizing students with all applicable State and Federal laws and regulations as they pertain to practice at the Field Site, which may include those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. The Field Site shall ensure that the Students practice within the guidelines of any applicable professional ethics codes. The Field Site shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

F. The Field Site Supervisor shall complete, with the Walden Supervisor and Student, all written evaluations of the Students' performance according to the timeline established by Walden. Evaluations will be submitted to the Walden Coordinator.

G. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Coordinator or assigned Field Site Supervisor shall promptly notify the Walden Coordinator and/or Walden Supervisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

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H. If available at the Field Site, the Field Site agrees to provide emergency health care services for Students for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs. In the event that Field Site does not have the resources to provide such emergency care, Field Site will refer such Students to the nearest emergency facility.

I. The Field Site shall ensure adequate workspace for the Students and shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program. Field Site shall provide Students with training on Field Site safety protocols, as applicable, and provide prompt notice to Walden of any situation involving threatened hazards or harm that may adversely impact the health or safety of Students.

J. In the event that Field Site allows students to participate in activities that are conducted virtually outside of the Field Site's facilities, such as allowing virtual visits, telehealth services, or other activities that do not involve in-person interaction, Field Site acknowledges that Walden does not control the performance, reliability, or security of the devices or networks used by students for these activities and Field Site shall be responsible for ensuring that such devices or networks meet Field Site's requirements.

K. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

To the extent that the Field Site is an entity governed by and/or operated through any state or federal agency or is provided liability coverage through statutory or tort law, then the foregoing paragraph shall not apply.

IV. STUDENT RESPONSIBILITIES

Walden shall inform Students that they are responsible for the following:

A. Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the field experience.

B. Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to the Students by the Field Site during their orientation at the Field Site and shall abide by the requirements of all applicable laws.

C. Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Students shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of

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certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. Students shall be required to purchase and maintain a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) annual aggregate. Students shall provide the Field Site with proof of coverage upon request.

V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program to the extent that access to those records is required by the Field Site in order to carry out the Field Experience Program. Field Site and Walden shall only disclose such educational records in compliance with FERPA.

B. HIPAA. The parties agree that, if the Field Site is a covered entity under HIPAA:

(1) to the extent that a Student is participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not otherwise be construed to be employees of the Field Site;

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site’s privacy policies adopted pursuant to HIPAA; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a Student has access through Field Experience Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(2) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(3) No services are being provided to the Field Site by Walden 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.

C. The Field Site and Walden will promote a coordinated effort by evaluating the Field Experience Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

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D. The parties agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Student's participation in the Field Experience Program and shall not as a result of Student's participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for gender identity, race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status. Field Site and Walden will comply with all applicable non-discrimination laws in providing services hereunder.

F. Field Site represents that it has policies in place that are consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies during its participation in the Field Experience Program. In the event that Field Site does not have such policies in place, it shall abide by Walden's Code of Conduct located at <https://www.waldenu.edu/legal/student-safety-title-ix> with regard to Walden's Students.

G. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

H. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

I. This Agreement shall be governed by the laws of the State of ~~Texas~~ Minnesota.

J. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid). Notices to Walden shall be sent to the Walden Coordinator at Walden University, LLC; 100 Washington Avenue South, Suite 1210; Minneapolis, MN 55401; with a copy to: Walden University, LLC; Attention: Legal Department; 7065 Samuel Morse Drive; Columbia, MD 21046. Notices to Field Site shall be sent to

1900 Price Road, Brownsville, Texas 7520

K. To the extent authorized by the constitution and laws of the State of Texas, Each each party agrees to indemnify, defend, and hold harmless the other from all losses or liabilities resulting from the negligence or willful misconduct of the indemnifying party and/or its employees or agents arising under this Agreement, except to the extent such losses or liabilities are caused by the indemnified party's negligence or willful misconduct.

L. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery

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of an executed counterpart signature hereof by facsimile transmission, or in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

M. Each person signing this Agreement on behalf of a party represents to the other party that the execution and performance of this Agreement is duly authorized to sign this Agreement on behalf of the party and that this Agreement constitutes a valid and binding agreement of such party, enforceable according to its terms.

N. This Agreement will be binding upon and inure to the benefit of each of the parties, their successors, and assigns. Neither party may assign this Agreement or assign its rights or delegate its duties hereunder without the prior written consent of the other party (except in connection with a merger, sale of all or substantially all of a party's assets, or other form of corporate reorganization of that party) and any purported assignment in violation of this Section will be without force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

WALDEN UNIVERSITY, LLC

FIELD SITE

Susan
By: Carmichael
(signature)

Digitally signed by Susan
Carmichael
Date: 2023.11.29
10:41:22 -06'00'

Name: Susan Carmichael
(Print name)

Title: Field Experience Director

Date: 11/29/2023

By: _____
(signature)

Name: Dr. Jesus H. Chavez
(Print name)

Title: BISD Interim Superintendent

Date: _____