



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 08/05/2025

Item Title: Capella University and Brownsville  
Independent School District MOU

X Action  
 Information  
 Discussion

## **BACKGROUND:**

Capella 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 and other degree programs to include counseling, education, health administration, human resources, nursing, psychology, public health, marriage and family therapy, human services and social work.

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 Capella University program agreement. The graduate students will obtain parental consent to perform supervised counseling of BISD students during school hours.

## **FISCAL IMPLICATIONS:**

No cost to the District.

## **RECOMMENDATION:**

Recommend approval of a Memorandum of Understanding between the Brownsville Independent School District and Capella University to provide practicum/internship sites on BISD school campuses for the 2025-2026 and 2026-2027 school years. No cost to the District.

Sara M. Garza  
*Sara M. Garza*

Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./Exec. Dir.

Mr. Miguel Salinas  
*Miguel Salinas*

Reviewed by: Staff Attorney

Mrs. Beatriz Hernandez  
*Beatriz Hernandez*

Approved by: Chief Officer

*Jesus H. Chavez*

Dr. Jesus Chavez, Superintendent

## Roxanne Eckstein

---

**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Thursday, June 26, 2025 11:02 AM  
**To:** Roxanne Eckstein  
**Cc:** Miguel Salinas; Minerva Almanza; Lea Ohrstrom  
**Subject:** Re: Capella University and BISD MOU

**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.

Good morning,

Approved as to form.

Sincerely,  
Priscilla

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Thursday, June 26, 2025 10:51 AM  
**To:** Priscilla Lozano <plozano@808West.com>  
**Subject:** FW: Capella University and BISD MOU

Good morning Ms. Lozano,

Just following up on status on the attached agreement.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*



AN EARLY COLLEGE DISTRICT  
**BROWNSVILLE**  
INDEPENDENT SCHOOL DISTRICT

**Roxanne Eckstein**  
*Paralegal*  
*Staff Attorney Office*

1900 E. Price Rd. Suite 302 • Brownsville, Texas 78521

Office: (956) 698-6379 • Fax: (956) 714-6400

E-mail: [reckstein@bisd.us](mailto:reckstein@bisd.us)

**Roxanne Eckstein | Paralegal to Miguel Salinas | Office of the Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400**  
**Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

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**From:** Roxanne Eckstein

**Sent:** Wednesday, June 18, 2025 2:08 PM

**To:** Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>

**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>

**Subject:** Capella University and BISD MOU

Ms. Lozano,

Please see the attached for your review.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*



AN EARLY COLLEGE DISTRICT  
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## **SITE-BASED LEARNING AFFILIATION AGREEMENT**

### **I. Parties to the Site-Based Learning Training Agreement:**

This agreement (the “Agreement”), dated May 20, 2025 is made between Capella University (“Capella”), located at 225 South 6<sup>th</sup> Street, 9<sup>th</sup> floor, Minneapolis, MN 55402 and Brownsville Independent School District (BISD) (the “Site”) with its primary location of business at 3200 Madrid Avenue, Brownsville, TX 78520 for the purpose of establishing guidelines for the cooperative provision of internship and practicum experiences at Site for learners enrolled in certain degree programs at Capella, which may include: Counseling, Education, Health Administration, Human Resources, Nursing, Psychology, Public Health, Marriage and Family Therapy, Human Services, and Social Work.

### **II. Definitions**

- A. “Faculty Liaison” is the Capella faculty member supporting the learner(s) in their coursework and provides remote supervision of the learner(s). The Faculty Liaison also is the liaison with the Site Supervisor and Site related to the SBL.
- B. “SBL Coordinator” is the Capella employee who facilitates communication between Capella, learners, the Site, and Site Supervisor during the SBL application review and approval process.
- C. “Site Supervisor” is the Site employee who provides direct supervision of the learner(s). The Site Supervisor has the required credentials or licensure, supervision experience and training, time and commitment to train learners pursuant to this Agreement.
- D. “Site-Based Learning” or “SBL” consists of defined activities required for completion of a Capella degree program and may include practicum and/or internship. This experience gives learners the opportunity to practice skills and utilize the competencies necessary for degree completion.

### **III. Term and Termination:**

This Agreement shall be effective starting May 20, 2025 This term of the agreement shall be for two (2) years. Either party may terminate this Agreement at any time upon sixty (60) days’ notice.

### **IV. The Parties Mutually Acknowledge and Agree:**

- A. To exchange all information needed for review and approval of the learner outcomes, professional activities, experiences to be included, and professional materials to be utilized in the SBL.
- B. The learners will provide professional services (appropriate to their program of study) under the supervision of the Site Supervisor at the Site for a prescribed number of hours per week as part of the SBL.
- C. The Site may terminate a learner SBL at the Site for cause, including for a learner’s violation of Site’s rules of professional conduct.
- D. The learners shall not, at any time, be considered employees of the Site or Capella pursuant to this Agreement. Notwithstanding the previous sentence, learners may be an employee of Site by separate agreement.

## Site-Based Learning Affiliation Agreement

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### **V. Capella agrees:**

- A. To assign a SBL Coordinator and Faculty Liaison.
- B. To prepare learners for SBL by means of coursework designed to familiarize them with methods and protocol for the SBL, including a SBL course concurrent with the SBL at Site.
- C. To provide the Site Supervisor with Capella's SBL orientation materials, which may include, SBL program information, evaluation forms required to monitor and assess the performance of a learner, and the Faculty Liaison's contact information.
- D. To have the SBL Coordinator maintain contact with the Site Supervisor and Faculty Liaison should any changes be anticipated in relation to this Agreement, or should any disagreements arise between learners and the Site Supervisor (acknowledging that the Site Supervisor has primary authority for all activities of the learners at the Site).
- E. To provide general liability insurance in the amounts of \$1,000,000 incidental and \$2,000,000 aggregate levels covering the Faculty Liaison and learners.

### **VI. The Site agrees:**

- A. To provide a copy of the Site Supervisor's resume or curriculum vitae showing relevant experience and a copy of the Site Supervisor's current and active professional license/credential to Capella.
- B. To provide opportunities for learners to engage in a variety of appropriate training activities under supervision of the Site Supervisor to meet Capella's program requirements and sufficient to evaluate a learner's performance in required knowledge and skills areas.
- C. To provide learners with adequate workspace, telephone, office supplies, and staff to conduct professional activities appropriate to the SBL placement.
- D. To provide learners with information about all safety and emergency policies and practices at the Site.
- E. To provide weekly face-to-face or remote supervisory contact in accordance with the state and site requirements, and to meet the minimum number of required supervision hours for each quarter, which includes examination of the learners work via the use of either direct observation, audio/video take, review of case records, or collaborative service delivery (e.g., co-therapy).
- F. To approve a learner's submitted SBL hours on a regular basis.
- G. To complete and submit written evaluation of learners on the quarterly forms provided to the Site by Capella within the stated deadlines.
- H. To have the Site Supervisor maintain regular contact with the Faculty Liaison, to consist of at least electronic contact at the beginning, middle, and end of the SBL.
- I. To respond to the Faculty Liaison's emails and/or phone calls in a timely manner in order to consult about the learner's progress during the quarter.

## Site-Based Learning Affiliation Agreement

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- J. To notify the Faculty Liaison promptly when there are any concerns about a learner's performance at the Site.
- K. To notify the Faculty Liaison immediately if there are any changes to a learner's SBL, including dates of placement, hours, activities, supervision, etc.
- L. For learners in Counseling and Family Therapy programs only, to provide learners with the opportunity to use audio or videotapes of their counseling or therapy sessions in supervision meetings at the Site during each quarter, and if taping at the Site is prohibited, live supervision of a learner's counseling or therapy sessions will be provided during each quarter.

### **VII. Capella will require learners:**

- A. To notify the Faculty Liaison if any changes are made to a learner's SBL, including dates of placement, hours, activities, and on-site supervision.
- B. To follow all relevant policies, procedures, rules, and standards of the Site.
- C. To abide by all rules and regulations in the state in which they are completing SBL.
- D. To be familiar with and uphold the relevant professional ethical guidelines governing all SBL activities.
- E. To participate fully in the SBL course and weekly supervision meetings throughout each quarter.
- F. To submit SBL hours for approval on a weekly basis, or as otherwise required by the learner's program.
- G. To complete and submit all required forms and documents correctly during the quarter by the expected deadlines.
- H. To notify the Faculty Liaison and the Site Supervisor about any changes to the learner's availability at the Site that are different from the work schedule that has been arranged with the Site, or any relevant impairment of competence to perform as expected during SBL, whether the impairment arises from physical, psychological, or other causes.
- I. To notify the Faculty Liaison when an absence of more than 5 days has occurred at the Site.
- J. To notify the Faculty Liaison when on-site supervision is not provided during any week of the quarter.
- K. To participate in additional training and/or education offered or required by the Site, which are required for fulfilling SBL duties, and to be responsible to obtain such additional training and/or education, as deemed necessary by the Site Supervisor and/or Faculty Liaison in order to conduct activities required at the Site in a successful manner.
- L. To represent oneself as a Capella learner at all times during the SBL placement.
- M. To complete all screening procedures, trainings, and checks required by the Site through a third-party vendor, which may include: criminal background check, fingerprinting, physical exam, immunizations, or drug testing.
- N. For Doctoral Nursing learners only, to submit his or her project to the Capella IRB and any required institutional committees prior to gathering data or initiating the capstone project at the Site.

## Site-Based Learning Affiliation Agreement

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- O. For Nursing learners only, to hold a current, unrestricted registered nurse's license in order to participate in SBL, and, if for any reason the status of the registered nurse's license changes, to notify the Faculty Liaison and Site Supervisor immediately.

### VIII. Professional Liability Insurance

- A. Professional liability insurance requirements are described in Exhibit A, attached and incorporated herein.

### IX. Miscellaneous

- A. To the extent authorized by the Texas Constitution and laws and without waiving immunities, each party to this Agreement agrees to hold the other party harmless for any losses, injuries or other damages incurred as a result of activity undertaken pursuant to the SBL described herein. It is recognized that this waiver of liability does not in any way affect the rights to remediation afforded under the policy of insurance referenced above.
- B. This Agreement shall be subject to the laws of the State of Texas without regard to any conflict of laws principles. All action in relation to the terms hereunder shall be venued in the Federal District Court located in Cameron County, Texas.
- C. Any portion of this Agreement that is deemed to be unenforceable may be severed from the Agreement with the effect of the remaining portions of the Agreement being fully enforceable by the parties.
- D. This Agreement reflects the entire agreement between the parties and supersedes all other agreements, whether oral or written, regarding the subject matter hereof. No part of this Agreement may be amended except by written agreement signed by the parties.
- E. By signing this Agreement, the Site represents and warrants that the person signing this Agreement has the present capacity, power, and authority to execute this Agreement, that Site has read and understands all the terms of this Agreement, that Site has been provided adequate time and opportunity to review this Agreement with Site's own attorney, and that Site agrees to be bound by all terms contained herein.
- F. This Agreement may be executed in counterparts and via facsimile with each part being considered an original and all parts being recognized as one in the same document.

#### Site:

Printed Name: Dr. Jesus H. Chavez

Title: BISD Superintendent

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Capella University:

Signature: Jody Neuman-Aamlie Date: 5/22/2025  
Jody Neuman-Aamlie Ph.D., LP  
Associate Dean, School of Social and Behavioral Sciences

APPROVED  
By SEI Legal at 2:52 pm, May 22, 2025

**Exhibit A**

<b>Capella University Program</b>	<b>Capella Requires Learner to Obtain Professional Liability Insurance?</b>	<b>Learner Professional Liability Coverage Amount</b>
Bachelor of Science (BS) in Psychology – Pre-Counseling	No	n/a
Master of Science (MS) in Addiction Studies/Addiction Counseling	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
MS in Clinical Mental Health Counseling	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
MS in Marriage and Family Therapy	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
MS in School Counseling	Yes	1 million occurrence/1 million aggregate-must cover entire duration of training
Doctor of Philosophy (PhD) in Counselor Education and Supervision	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
All Education Programs	No	n/a
Doctor of Health Administration (DHA)	No	n/a
MS in Human Resource Management	No	n/a
Bachelor of Science in Nursing (BSN)	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
Master of Science in Nursing (MSN) (MSN-FP/ RN-MSN)	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
Doctor of Nursing Practice (DNP) (BSN-DNP / DNP Prep)	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
BS in Psychology – General Psychology	No	n/a
Graduate Certificate in Psychology – Applied Behavior Analysis	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
MS in Applied Behavior Analysis	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
MS in Clinical Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training



## Site-Based Learning Affiliation Agreement

MS in Clinical Counseling Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
MS in Counseling Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
Doctor of Psychology (PsyD) in Clinical Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
PsyD in School Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
Specialist Certificate in School Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
Master of Public Health (MPH)	No	n/a
Doctor of Public Health (DrPH)	No	n/a
Master of Social Work (MSW)	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
MS in Human Services	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training