



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/04/2026

Item Title: The University of Texas Rio Grande X Action
Valley Department of Counseling Information
and Brownsville ISD MOU Discussion

BACKGROUND:

The University of Texas Rio Grande Valley seeks an affiliation agreement for the purpose of providing students enrolled in the University 's Master's Degree in Counseling with educational experience utilizing the personnel, equipment and facilities with Brownsville ISD. Graduate students enrolled in the program, shall have the written consent of the campus principal and of the mentor counselor to conduct the program duties and requirements. The UTRGV, BISD principal, mentor counselor and practicum/internship student will collaborate to execute the program roles and responsibilities as outlined in the UTRGV agreement form. The UTRGV graduate students will obtain parental consent to perform supervised counseling of BISD students.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to renew the Memorandum of Understanding between the Brownsville Independent School District and The University of Texas Rio Grande Valley Department of Counseling to provide practicum/internship sites on BISD school campuses for students pursuing a graduate degree in Guidance and Counseling for the 2026-2027 school year with automatic renewal for subsequent years unless a written notice of termination of the agreement is provided by either party. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Director

Rose E. Longoria
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Rose E. Longoria
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.

DEPARTMENT OF COUNSELING
PROGRAM AGREEMENT
(Education Experience)

Recitals

- A. The University of Texas Rio Grande Valley (“University”) and Brownsville Independent School District (“Facility”) have previously executed an Affiliation Agreement effective on September 1, 2021; and
- B. University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University’s **Master’s Degree in Counseling** with educational experience utilizing the personnel, equipment, and facilities of Facility.

Agreement

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

- 1. **PROGRAM.** Facility Liaison and University Representative will design an educational experience in **Counseling** (“Program”) for University students utilizing the personnel, equipment, and facilities of Facility.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of the University and with the standards of the Council for Accreditation of Counseling and Related Educational Programs (CACREP).
 - b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
 - c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.
- 2. **UNIVERSITY OBLIGATIONS.**
 - a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
 - b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

- c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
- e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.
- f. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel, clients or students.

3. FACILITY OBLIGATIONS.

- a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.
- b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.
- c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.
- d. Assume sole responsibility for the quality of Facility's students' or clients' care.
- e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.
- f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.
- g. Appoint a person to serve for Facility as liaison ("Facility Liaison").

4. GENERAL PROVISIONS.

- a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective

unless reduced to writing and signed by an authorized representative of each party.

- c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- e. The initial Program shall begin on August 10, 2026, and end on August 9, 2031, Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) days written notice to the other party; otherwise this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

THE UNIVERSITY OF TEXAS
RIO GRANDE VALLEY:

BROWNSVILLE INDEPENDENT
SCHOOL DISTRICT

By: _____
Dr. Can Saygin
Interim Provost and Executive VP for
Academic Affairs
Senior Vice President for Research
Dean of the Graduate College

By: _____
Dr. Timothy E. Cuff
Superintendent

Date: _____

Date: _____

By: _____
Dr. Christine Shupala
Vice Provost for Institutional
Accreditation, Program Development,
and Analysis

Date: _____

UTRGV Contract ID: _____



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 12/14/2021

Item Title: UTRGV Master of Science in Dietetics
MOU and Brownsville Independent
School District X Action
Information
Discussion

BACKGROUND:

The University of Texas Rio Grande Valley (UTRGV) College of Health Professions (COHP) seeks to set out in writing the terms and respective responsibilities for the education and training of Master of Science dietetic interns pursuing dietetic practicum/internship hours on Brownsville Independent School District (BISD) school campuses.

Master of Science dietetic interns mentored in this program shall have the written consent of the BISD Food and Nutrition Services (FNS) Department to collaborate and execute the program roles and responsibilities as outlined in the educational experience affiliation agreement utilizing the equipment, supplies, qualified personnel, and supervision of BISD FNS.

FISCAL IMPLICATIONS:

No cost to the District.

RECOMMENDATION:

Recommend approval to enter into Memorandum of Understanding between the Brownsville Independent School District (BISD) and the University of Texas Rio Grande Valley (UTRGV) College of Health Professions (COHP) to provide practicum/internship sites for Master of Science dietetic interns on BISD school campuses for the 2021-2022 school year. No cost to the District.

Jackie Cruz *Jackie Cruz*
Submitted by: Principal/Program Director

David Robledo *David Robledo*
Recommended by: Asst. Supt./CFO

Miguel Salinas *Miguel Salinas*
Reviewed by: Staff Attorney

Dr. Nellie Cantu *Dr. Nellie Cantu*
Approved by: Deputy Superintendent

12/6/21

Approved for Submission to Board of Education:

René Gutiérrez
Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Priscilla Lozano <plozano@808west.com>
Sent: Monday, December 6, 2021 11:24 AM
To: Sara Celis
Cc: Lea Ohrstrom; Kevin O'Hanlon
Subject: RE: Completed: Please DocuSign: COHP_Mod.Educational Educational Experience Aff. Agt._NStd., COHP_Brownsville ...

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,

These agreements are approved as to form.

Priscilla

ODC
O'HANLON, DEMERATH & CASTILLO
Attorneys and Counselors at Law

Priscilla A. Lozano

Attorney
808 West Ave
Austin, Texas 78701
Office: 512-494-9949
Facsimile: 512-494-9919
Email: plozano@808west.com
www.808west.com



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From: Sara Celis <scelis@bisd.us>
Sent: Friday, December 3, 2021 3:51 PM
To: Priscilla Lozano <plozano@808west.com>

Cc: Lea Ohrstrom <lohrstrom@808west.com>; Kevin O'Hanlon <kohanlon@808west.com>
Subject: FW: Completed: Please DocuSign: COHP_Mod.Educational Educational Experience Aff. Agt._NStd.,
COHP_Brownsville ...

Good afternoon Ms. Lozano,

Please see the attached revised agreement with UTRGV. I also included your previous email with your recommendations.

Thank you.

From: Joaquina Cruz
Sent: Friday, December 3, 2021 3:07 PM
To: Sara Celis <scelis@bisd.us>
Cc: Roxanne Eckstein <reckstein@bisd.us>
Subject: FW: Completed: Please DocuSign: COHP_Mod.Educational Educational Experience Aff. Agt._NStd.,
COHP_Brownsville ...

Hello Ms. Celis,

Attached please find the UTRGV Affiliation Agreement with the modifications requested. I explained to Ms. Jennifer Tijerina and Ms. Susana Sanchez that due to the delay in providing the agreement with modifications, the agreement could possibly be rescheduled for Board Approval until January 2022.

I would appreciate you letting me know if this will be presented in December 2021 or January 2022. Thank you so much and I sincerely appreciate your patience and guidance throughout this process. Have a great weekend.

Jackie Cruz

From: Health Affairs Contracts <HealthAffairsContracts@utrgv.edu>
Sent: Friday, December 3, 2021 2:03 PM
To: Joaquina Cruz <jcruz2@bisd.us>
Cc: Health Affairs Contracts <HealthAffairsContracts@utrgv.edu>; Susana Sanchez <susana.sanchez@utrgv.edu>
Subject: FW: Completed: Please DocuSign: COHP_Mod.Educational Educational Experience Aff. Agt._NStd.,
COHP_Brownsville ...

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Enclosed, please find the partially executed agreement for cross execution. Once fully executed if you can please forward a copy for our files.

Thank you,
Jennifer

EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

THIS AGREEMENT, effective the 1st day of September 2021, is between The University of Texas Rio Grande Valley, ("University"), a component institution of The University of Texas System, ("System"), and Brownsville Independent School District ("Facility"), a public school district having its principal office at 1900 E. Price Road, Brownsville, State of Texas.

Recitals

- A. Facility operates various facilities listed in Exhibit A which is attached hereto and incorporated herein by reference; and therein provides public education services
- B. University provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program").
- C. Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions.

- 1. **PROGRAM AGREEMENT.** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.
- 2. **CONFLICT.** In the event of conflict between the text of a Program Agreement and the text of this Agreement, this Agreement shall govern.
- 3. **AMENDMENT OF PROGRAM AGREEMENT.** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.
- 4. **RESPONSIBILITY OF FACILITY.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:
 - a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

- b. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and
- c. appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:
 - (1) Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least 30 days prior to the date the appointment is to become effective.
 - (2) University shall notify Facility of University's approval or disapproval of such person within 10 days after receipt of such notice.
 - (3) No person shall act as Facility Liaison without the prior written approval of University.
 - (4) In the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph 4.c.

5. RESPONSIBILITIES OF UNIVERSITY. University will:

- a. furnish Facility with the names of the students assigned by University to participate in the Program;
- b. assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and
- c. designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

- 6. **NOTICES.** All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.
- 7. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.
- 8. **AMENDMENT TO AGREEMENT.** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

9. **ASSIGNMENT.** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.
10. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.
11. **TERM AND EFFECTIVE DATE.** This Agreement shall continue in effect for an initial period ending one (1) – September 1, 2021, through August 31, 2022. After this initial Term, this Agreement shall continue from year to year unless one party shall give the other 90 days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such 90 days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.
12. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.
13. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in 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.
14. **INDEMNIFICATION.** To the extent authorized under the Constitution and laws of the State of Texas, University shall hold Facility harmless from liability resulting from University's acts or omissions within the terms of this Agreement; provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.
15. **HIPAA.** The parties agree that:
 - a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, of 1996 as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Administrative Simplification Regulations");
 - b. to the extent that University students are participating in the Program, such students shall:

- (1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Facility;
 - (2) receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
 - (3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);
- c. 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 who is acting as a part of the Facility's workforce as set forth in paragraph 15.b. of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
- d. 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.

THE UNIVERSITY OF TEXAS
RIO GRANDE VALLEY:

DocuSigned by
By: Janna Arney
Janna Arney, Ph.D
Deputy President and Interim Provost-
Executive Vice President and Provost
Date: 12/2/2021

BROWNSVILLE INDEPENDENT SCHOOL
DISTRICT:

By: Rene Gutierrez
Dr. Rene Gutierrez
(Name and Title) Superintendent
Date: 1-6-22

DS
DGB

Reviewed by UTRGV Legal

DS
MJ Lewitt

Reviewed by Dr. Mary Jane Lewitt, SAVP

DS
MS

Reviewed by Dr. Christine Shupala



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

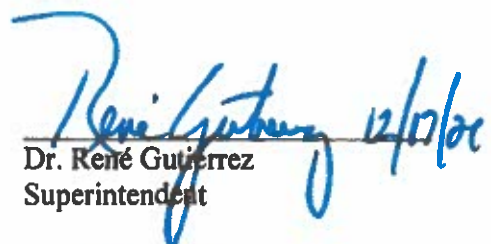
Dr. René Gutiérrez
Superintendent

UTRGV

Company Name

Date

12/14/21



Dr. René Gutiérrez
Superintendent



Eddie Garcia
Board President



Drue Brown
Board Secretary

Date

12/14/2021

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

Exhibit A

List of Facility or Facilities to be utilized:

Brownsville Early College High School	343 Ringgold Rd, Brownsville, TX 78520
Hanna Early College High School	2615 E Price Rd, Brownsville, TX 78521
Lopez Early College High School	3205 S Dakota Ave, Brownsville, TX 78521
Pace Early College High School	314 W Los Ebanos Blvd, Brownsville, TX 78520
Porter Early College High School	3500 International Blvd, Brownsville, TX 78521
Rivera Early College High School	6955 Ruben M Torres Blvd, Brownsville, TX 78521
Veterans Memorial Early College High School	4550 US-281, Brownsville, TX 78520
Brownsville Academic Center	3308 Robindale Rd, Brownsville, TX 78520
Brownsville Learning Academy (BLA)	4350 Morrison Rd, Brownsville, TX 78526
Lincoln Park High School	7 Orange St, Brownsville, TX 78521
Besteiro Middle School	6280 Southmost Rd, Brownsville, TX 78521
Faulk Middle School	2000 Roosevelt St, Brownsville, TX 78521
Garcia Middle School	5701 Ruben M Torres Blvd, Brownsville, TX 78520
Lucio Middle School	300 N Vermillion Ave, Brownsville, TX 78521
Manzano Middle School	2580 W Alton Gloor Blvd, Brownsville, TX 78520
Oliveira Middle School	444 Land-O-Lakes Dr, Brownsville, TX 78521
Perkins Middle School	4750 Austin Rd, Brownsville, TX 78521
Stell Middle School	1105 E Los Ebanos Blvd, Brownsville, TX 78520
Stillman Middle School	2977 W Tandy Rd, Brownsville, TX 78520
Vela Middle School	4905 Paredes Line Rd, Brownsville, TX 78526
Aiken Elementary	6290 Southmost Blvd, Brownsville, TX 78521
Benavides Elementary	3101 Mc Allen Rd, Brownsville, TX 78520
Breeden Elementary	3955 Dana Ave, Brownsville, TX 78520
Brite Elementary	450 S Browne Ave, Brownsville, TX 78521
Burns Elementary	1974 E Alton Gloor Blvd, Brownsville, TX 78526
Canales Elementary	1811 International Blvd, Brownsville, TX 78521
Castafieda Elementary	3201 Lima St, Brownsville, TX 78521
Champion Elementary	4750 Bowie Rd, Brownsville, TX 78521
Cromack Elementary	3200 E 30th St, Brownsville, TX 78521
Del Castillo Elementary	105 Morningside Rd, Brownsville, TX 78521
Egly Elementary	445 Land-O-Lakes Dr, Brownsville, TX 78521
El Jardin Elementary	6911 Boca Chica Blvd, Brownsville, TX 78521
Gallegos Elementary	2700 Avenida Rancho Viejo, Brownsville, TX 78526
Garden Park Elementary	855 Military Rd, Brownsville, TX 78520
Garza Elementary	200 Esperanza Rd, Brownsville, TX 78521
Gonzalez Elementary	4350 Jaime J. Zapata Ave, Brownsville, TX 78521
Hudson Elementary	2980 FM802, Brownsville, TX 78526
Keller Elementary	2540 W Alton Gloor Blvd, Brownsville, TX 78520
Martin Elementary	1701 Stanford Ave, Brownsville, TX 78520
Morningside Elementary	1025 Morningside Rd, Brownsville, TX 78521
Ortiz Elementary	2500 W Alton Gloor Blvd, Brownsville, TX 78520
Palm Grove Elementary	7942 Southmost Rd, Brownsville, TX 78521
Paredes Elementary	2701 Elena St, Brownsville, TX 78521
Peña Elementary	4975 Salida De Luna, Brownsville, TX 78526
Perez Elementary	2514 Shidler Dr, Brownsville, TX 78521
Pullam Elementary	3200 Madrid Ave, Brownsville, TX 78520
Putegnat Elementary	730 E 8th St, Brownsville, TX 78520
Regional School for the Deaf	2467 Price Road, Brownsville, TX 78521
Russell Elementary	800 Lakeside Blvd, Brownsville, TX 78520
Sharp Elementary	1439 Palm Blvd, Brownsville, TX 78520
Skinner Elementary	411 W St Charles St, Brownsville, TX 78520
Southmost Elementary	5245 Southmost Blvd, Brownsville, TX 78521

**Vermillion Elementary
Villa Nueva Elementary
Yturria Elementary
Child Nutrition Dept.**

**6895 Ruben M Torres Blvd, Brownsville, TX 78521
7455 Old Military Rd, Brownsville, TX 78520
2955 W Tandy Rd, Brownsville, TX 78520
1900 E. Price, Brownsville, TX 78521**