



SLP Graduate Program

Open Ended Beginning Fall 2026

MEMORANDUM OF AGREEMENT

Between the Brescia University, Inc. – Master of Science in Speech-Language Pathology Program and:

Agency Name: San Elizario Independent School District

Address: 1050 Chicken Ranch Road, San Elizario, TX 79849

Phone: 915-872-3900

Name/Title/Contact information of Contact Person for the agreement: Gina Ramirez, Executive Director of Human Resources, 915-872-3900, giramirez@seisd.net

Name/Title of Person Responsible for signing agreement: Dr. Jeannie Meza-Chavez, Superintendent, 915-872-3900, jmeza-chavez@seisd.net

Compliance Requirements of the Agency (such as but not limited to background check, TB skin test, physical, vaccinations, orientation/onboarding process): background check

This Memorandum of Agreement ("Agreement"), entered into this 1st day of July for the academic year beginning fall semester 2026 and open-ended until either party terminates, establishes an agreement between the Brescia University, inc., Master of Science in Speech-Language Pathology Program (hereinafter referred to as "**The Program**") and, San Elizario Independent School District, (hereinafter referred to as "**The Agency**"). The Program and the Agency may each be referred to as a "Party" and collectively as the "Parties." The purpose of this Agreement is to establish the terms and conditions under which the Agency will serve as a clinical education site for students enrolled in the Program and to identify the respective responsibilities of the Parties in connection with each clinical placement. ~~It specifies the basis on which The Agency will serve as an educational facility for Brescia's speech-language pathology students assigned with said Agency. The purpose of this agreement is to specify the general activities planned and the assignment of responsibilities between the parties.~~

A. General Terms

(1) It is agreed and understood that:

All parties to this agreement are equal opportunity employers. There shall be no discrimination on the basis of race, religion, age, color, creed, gender, national origin, sexual orientation, physical disability, or veteran status in either the selection of students for clinical education or as to any aspect of the clinical education experience.

Each Party shall protect student education records and personally identifiable information in accordance with the Family Educational Rights and Privacy Act (“FERPA”), applicable law, and its own policies. No student information shall be used or disclosed except as permitted by law and as necessary to carry out this Agreement.~~Student educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and student permission must be obtained before releasing specific student data to anyone other than the Program.~~

Except as expressly provided in Section C(2), a student’s participation in a clinical placement shall not create an employment, agency, partnership, joint-venture, or other similar relationship between the student and either Party. Neither Party shall be obligated to pay a student any salary, wages, compensation, or employment-related benefits solely because of the student’s participation in a clinical placement.~~Unless indicated in Section C (2), Students assigned to the Agency under this Agreement shall not be deemed employees or agents of the Agency or the Program by reason of such assignment. Neither the Agency nor the Program shall be responsible for payment to students of any salary, wages or employment-related benefits.~~

Students shall comply with the Agency’s applicable policies, procedures, rules, safety requirements, schedules, and professional standards while participating in a clinical placement.~~Agency regulations, policies, procedures and goals will be applicable to the speech-language pathology students while they are engaged in the educational program unless otherwise stated in writing by both parties.~~

B. Nature of the Clinical Education Experience

- (1) The ~~following conditions apply~~parties acknowledge and agree that:

This clinical education is associated with an academic program at an accredited institution of higher learning.

This clinical education is structured around a classroom or academic experience, with articulated learning objectives/competencies.

The Program exercises oversight over the internship program and provides educational credit.

This clinical education experience is supervised by speech-language pathology program personnel; this document constitutes an agreement between the program and the clinical site, and there is learning contract between the student and the site.

The Program is solely educational and provides training to prepare the professional speech-language pathologist. It is not meant to supplant or replace existing employees of within the clinical education program site.

The clinical placement is meant to provide an educational and training opportunity to the speech-language pathology student and does not provide any immediate advantage to the employer or the field site.

C. Responsibilities

- (1) The Program ~~shall~~will:

Maintain, during the term of this Agreement, for itself and its faculty, a policy of professional liability insurance with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate.

Require each student to have a professional liability policy in force before he or she is assigned to the Agency. The minimum amount of coverage shall be \$1,000,000 per claim and \$3,000,000 in the annual aggregate.

Appoint a Clinical Coordinator who, in conjunction with Clinical Faculty, will be responsible for the administration of the clinical education program.

Support students' attainment of educational goals.

Plan the student's general orientation to the clinical experience, in consultation with the Agency Clinical Instructor.

Provide orientation of appropriate Agency personnel to the educational objectives and methods of the educational program.

Provide orientation, clinical instruction training, and continuing dialog and support throughout the duration of the clinical placement.

Provide instruction and educational direction of the student, and to provide linkage between the clinical placement experience and the classroom/academic experience.

Evaluate the student's educational program and evaluating the student's performance. The Program faculty are responsible for assigning a grade to the student.

(2) The Agency ~~shall~~will:

Recognize that all personally identifiable information about students provided by the ~~University~~Program under this Agreement shall be treated as confidential, shall be used only in furtherance of this Agreement and shall not be further disclosed without the student's written consent except as required by law.

Will NOT allow students to transport clients, neither in their private vehicle, nor an agency-owned vehicle.

Serve as an educational facility for speech-language pathology students in such number and at such time as the parties hereto mutually agree. The particular facilities to be used, the number of students and the particular supervision-consultation to be provided will be determined by mutual agreement of the parties, as governed by the stated stipulations.

Provide staff and time for planning, with the Brescia University Clinical Practicum Coordinator, for appropriate student clinical learning opportunities.

Provide staff and time for planning, with the Brescia University Clinical Practicum Coordinator for the orientation of students to the agency's policies, programs, procedures, student safety, and learning objectives.

Expect that the student will abide by ethical standards of professional practice.

Provide staff members in addition to the Agency Clinical Supervisor who may be used as supervisors of students in the clinical program when this is deemed appropriate/advisable by the Agency Clinical Supervisor and the Brescia University Clinical Practicum Coordinator.

Provide clinical learning opportunities and assignments necessary to implement the educational objectives.

Provide suitable environmental accommodations and facilities for the student, compatible with effective learning.

Recognize the importance of the clinical instruction process, and make arrangements for the Clinical Instructor/Supervisor to provide the student with supervision that follows ASHA student supervision guidelines.

Meet all applicable local, state, and federal health and safety guidelines, and provide proof of same upon request.

(3) Collaboratively, the Agency and Program will:

Arrange days and hours for the student's participation in the clinical educational program.

Schedule activities of students in the clinical educational program in accordance with the schedule of courses at Brescia University and will be explored and planned with the appropriate faculty personnel of the University and the Agency. Planning of the specifics of the program shall be a joint effort of the Agency clinical supervisor and the Clinical Practicum Coordinator. The paramount consideration in determining student assignments and in the implementation of other facets of the educational program will be the achievement of optimum educational opportunities and experiences for the student, while maintaining appropriate safeguards of the clients and the agency standards of service.

If the Agency determines that a student's academic progress, professional conduct, or clinical performance is unsatisfactory, the Agency shall provide the Program with notice of the identified deficiencies and, when reasonably practicable, an opportunity for the Program, the Agency, and the student to address and attempt to resolve the concerns before the student is removed from the placement. The Program may suspend or remove a student from the placement based on unsatisfactory academic progress, professional conduct, or clinical performance.

Notwithstanding the foregoing, nothing in this Agreement limits the Agency's authority to immediately suspend or terminate a student's placement, without prior notice, when the Agency determines that immediate action is necessary to protect the health or safety of its students, employees, or others; preserve student privacy or the confidentiality of protected information; ensure compliance with applicable law, regulation, or Agency policy; or prevent a material disruption to Agency operations. The Agency shall provide the Program with prompt notice of any such immediate suspension or termination and the reasons supporting its decision.

~~Address unsatisfactory circumstances using due process. If a placement becomes unsatisfactory, the Clinical Practicum Coordinator and Program faculty will meet with the student in an effort to resolve the problem. Unless the circumstances warrant immediate action, removal from the placement should be a last resort~~

~~Remove the student from the placement. If a student exhibits unsatisfactory academic progress or performance, representatives of the Agency and the University, may suspend the participation of said student in the educational program, if, in their professional judgment the student's continued participation in the program would be a detriment to the clients, the student, the Agency and/or Brescia University.~~

D. General Provisions

- (1) No Waiver of Immunity. Nothing in this Agreement shall be construed to waive any immunity, defense, limitation of liability, or other protection available to the Agency or its trustees, officers, employees, or agents under applicable law.
- (2) Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous discussions, representations, and agreements concerning that subject matter
- (3) Amendment. No amendment, modification, or waiver of this Agreement shall be effective unless it is in writing and signed by authorized representatives of both Parties.
- (4) Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (5) Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.
- (6) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for any action arising from this Agreement shall lie in El Paso County, Texas, unless otherwise required by law.
- (7) Authority. Each person signing this Agreement represents that the person is authorized to execute it on behalf of the respective Party.

This Memorandum of Agreement shall be effective for the academic year and shall be reviewed annually. Subject to such revisions as are mutually agreeable at the time of the annual review, the duration of the Agreement shall be continuous. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. ~~Either party may terminate the Agreement at the end of any academic year, in writing by certified mail.~~

In testimony whereof witness the duly authorized signature of the parties hereto:

AGENCY SIGNATURES:

Dr. Jeannie Meza-Chavez
Superintendent

Date

UNIVERSITY SIGNATURES:

Dr. Amanda Morris, Vice President of
Academic Affairs and Dean

Date