



JUDSON INDEPENDENT SCHOOL DISTRICT

Meeting Date: July 31, 2025

Submitted By: Dr. Lacey Gosch
Title: Assistant Superintendent

Agenda Item: Consider and take action regarding approving the Field Experience and/or Internship Agreement with Salisbury University for the purpose of completing the Master of Social Work Practicum experience during the 2025-2026 school year.

CONSENT ITEM

RECOMMENDATION:

That the board approve Judson ISD agreement with Salisbury University for the Counseling Internship Program.

IMPACT/RATIONALE:

Judson ISD agrees with Salisbury University to provide social work internships to students enrolled in the social work program at Salisbury University. The Judson ISD Liaison and Salisbury University representative will design an educational experience, pursuant to the terms and conditions of the Field Experience and/or Internship Agreement, for Salisbury University students to utilize personnel, equipment, and facilities of Judson ISD. Judson ISD will provide training to Salisbury University students, which may include clinical and hands-on experience, resulting in significant educational benefits to them, and shall compliment, rather than displace, the work of paid employees of Judson ISD. No cost to the district.

BOARD ACTION REQUESTED:

Approval/Disapproval

SALISBURY UNIVERSITY
FIELD EXPERIENCE AND/OR INTERNSHIP AGREEMENT (SOCIAL WORK)

This Field Experience and/or Internship Agreement (“Agreement”) is entered into between Salisbury University, 1101 Camden Avenue, Salisbury, Maryland 21801, a public institution of higher education and agency of the State of Maryland (hereinafter the “University”) and

Judson Independent School District

8205 Palisades Drive, Live Oak, Texas 78233

(hereinafter referred to as “Agency”), collectively known as (the “Parties”).

Recitals

The Salisbury University Department of Social Work (the “Program”) considers Field Instruction a vital part of the education of students in social work and recognizes the importance of the contribution of the agencies where these students are placed (the “Agency”). A close working relationship between Program and Agency personnel is essential in maintaining the educational excellence desired by all parties involved. A clear statement of expectations can help to facilitate the development of that relationship.

The Program Field Education Office is responsible for the overall organization and coordination of Field Instruction. There will be other Program faculty members involved in various aspects of the Program-Agency relationship, including, but not limited to, a Faculty Field Liaison. A member of the Field Education Office will initially contact the Agency to discuss the Program and the parties thereafter will work together to establish the task responsibilities and desired learning experiences for the student, in accordance with the Program and Agency responsibilities set forth herein.

In consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

I. Purpose of Agreement

The Parties to this Agreement have determined that they have a mutual interest in providing a field experience (“Field Experience”) to University students (“Student”) at the Agency. The University has determined that student placements at the Agency are consistent with the goals and objectives of the curriculum and will enhance the program of study. This Agreement confirms the mutually agreed upon terms and conditions of supervised field experiences to be performed at Agency.

II. Term

- a. The term of this Agreement shall commence on 8/1/2025 and shall be in effect through 8/1/2026 (“Initial Term”). This Agreement shall automatically renew for an additional five (5) year period (“Renewal Term”) unless earlier terminated. Either Party may terminate this Agreement at any time with at least sixty (60) days’ notice to the other Party, in accordance with Section II (b).

- b. This Agreement may be terminated without cause at any time by either party upon written notice of such intent at least sixty (60) days in advance of termination, sent either via registered or electronic mail. In the event of a termination, the Parties agree that all students who are currently participating in the Field Experience will be allowed to complete their educational experience under the terms and conditions of this Agreement.

III. Compliance with University and Agency Policies

- a. Students working at the Agency are subject to University policies and its Student Code of Conduct, copies of which will be provided to the Agency by the University faculty liaison ("Faculty Liaison") upon request. If alleged violations occur, the Agency will notify the Faculty Liaison.
- b. If such alleged violations reasonably seem to pose a continuous threat to the Student or others, the alleged violator may be suspended immediately by the Agency from participating in Agency activities.
- c. The Agency may also require Students participating in Agency activities to comply with its operational policies and procedures.
- d. The Parties agree to cooperate with the policies and procedures of each Party for the purpose(s) of conducting any investigation relating to a Student's activities and any potential claim involving Students or employees under this Agreement to the extent permitted by law. This Agreement to provide such information continues even after a Student's affiliation with the University and/or the Agency terminates and after the termination of this Agreement.

IV. Responsibilities of the University

The University shall:

- a. Select and register qualified Students to participate in the Field Experience. Student must have the appropriate educational background and skills consistent with the contemplated educational field experience offered by the Agency;
- b. Notify Student of appropriate placement opportunities for the Field Experience;
- c. Require Student to provide Agency with such information as may be necessary to allow Student appropriate access to Agency's information system;
- d. Develop, implement and evaluate the philosophy and curricula of the Field Experience, including the identification of educational objectives, instructional schedules and hours of practice, shall be the responsibility of the University and its faculty. The following information shall be made available to authorized Agency personnel: names of students, dates and times of experiences and student learning objectives;

- e. Based on its academic standards, and in its sole discretion, determine whether University credit will be awarded to Student;
- f. Identify for the Agency the Faculty Liaison who will be the primary contact for specified learning activities;
- g. Participate in planning and evaluation regarding learning activities;
- h. Provide the Agency with evaluation forms and deadlines;
- i. Inform the Agency of the University calendar and initiate discussions of Student's obligations to report to the Agency whenever classes are not in session;
- j. Where applicable, the University will provide Agency with evidence of Student and Faculty Liaison professional liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate;
- k. University, its agents, servants, employees and students will protect the confidentiality of all Agency patients; Students may share non-personally identifiable experiences from their education experiences at Agency in the classroom setting at University purely for educational purposes. Any University Students, faculty or staff engaged with Agency under this Agreement who wish to conduct research or studies in connection therewith shall first seek prior written approval from Agency and University in compliance with (i) patient privacy; (ii) accuracy; (iii) federal and state regulations regarding research; and (iv) Agency and University policies and procedures.
- l. Implement procedures to notify Student of the obligations listed below:
 - i. Attend orientation sessions regarding any learning activity;
 - ii. Comply with all applicable policies and operational procedures of the Agency;
 - iii. Negotiate a set of learning objectives between the Agency and the University and provide to each Student a written statement of objectives;
 - iv. Give prior notice of any necessary absence to appropriate University and Agency personnel;
 - v. Maintain professional standards of confidentiality; and
 - vi. Participate in all individual or group meetings associated with any learning activity.

V. Responsibilities of the Agency

The Agency shall:

- a. Make available to Program Students its facilities and educational opportunities to facilitate the attainment of the specified objectives of the Program and assure that Agency is equipped with the facilities and professional staff necessary to provide an educational field experience to the University's Students;

- b. Be responsible for and retain absolute control of the organization, administration, operation and financing of its services;
- c. Provide Agency field supervisors with a copy of this Agreement;
- d. Provide opportunities for Student field experiences and/or participation on Agency premises that is appropriate to the student's needs and level of experience and proficiency, and that is of sufficient size and variety to ensure an optimal educational experience with the Agency. Agency will select tasks and experiences planned for the Student in the community and Agency, in line with Program direction on student learning objectives;
- e. Maintain a sufficient level of staff employees to carry out regular duties and not make any reductions in its staff as a result of the presence of Student. Student will neither be expected nor permitted to perform services in lieu of Agency employees;
- f. Notify University if Student is required to submit to a criminal background check or provide evidence of any vaccinations or other medical tests or information or be certified in CPR. University will notify Student of such requirements, but Agency is solely responsible for receiving such information and determining if Student is qualified for Agency's field experience or internship.
- g. Provide a safe environment in compliance with all federal and state laws and inform the University and Student of any hazardous conditions and unusual circumstances that may create unsafe conditions;
- h. Provide to the Faculty Liaison and Student all written policies and operational procedures to which Students is expected to adhere while at the Agency;
- i. Provide to the Faculty Liaison a list of duties or job descriptions for Student placements with notation of any specific requisite skills or abilities, as well as identify essential functions of the position;
- j. Participate in planning and evaluation sessions with Student and, where appropriate, with University faculty;
- k. Identify for the Faculty Liaison the Agency personnel primarily responsible for supervising field experience activity at the Agency;
- l. Provide on-site supervision and guidance to the field experience activity, including orienting the Student to the Agency and make available all relevant Agency rules, regulations and policies;
- m. Designate a work space for the Student;

- n. Maintain confidentiality and security of student education records and information pertaining to Student placements at the Agency in compliance with applicable privacy laws including, but not limited to, the Family Educational Rights and Privacy Act of 1974 (FERPA);
- o. If the Agency is not covered under an applicable Tort Claims Act, secure and maintain (i) comprehensive general and professional liability insurance policies covering its employees and agents arising out of any acts or omissions of its employees or agents in connection with this Agreement or on Agency's premises regardless of when claims are brought including, without limitation, claims of patients or others for professional liability with limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, unless a waiver of insurance is granted by the University, and (ii) Workers' Compensation insurance in amounts as required by applicable state law. Agency shall provide to the University certificates of insurance evidencing the required insurance coverage upon execution of this Agreement and shall provide current certificates upon request prior to the beginning of each Field Experience. This Section shall survive the termination of this Agreement, regardless of the reason for such termination.
- p. Provide timely final evaluation of Student performance in the manner specified by the University;
- q. Conduct exit interviews with Student that will include discussion of the Agency's final evaluation;
- r. Permit the University and its accreditation agencies to visit, tour, and inspect its facilities and records relating to the field education experience on reasonable notice during Agency administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of Agency, and minimize disruption or interference with Agency operations, including patient care activities;
- s. Notify the Faculty Liaison of unsatisfactory performance or misconduct of a student and provide related documentation to the Faculty Liaison. The Agency shall retain the sole, legally non-discriminatory right to remove from and deny access to its Agency to any University Student or faculty member to the extent permitted by law. Such action will be reported to the University's program director. Should this occur, the following procedure will be implemented:
 - i. The Agency shall schedule a joint informal conference (including representatives from the University and the Agency) within ten (10) business days of the removal of the faculty member or Student. Representatives from the University and the Agency and the individual in question will participate in the conference and all parties will have an opportunity to be heard; and
 - ii. In the event that a formal grievance/appeal process is initiated at the University due to events that occurred at the Agency, the University agrees to provide the Agency

with copies of any and all rules and regulations related to grievance or appeals processes in order to assure that the process is conducted appropriately. In such event, the Agency agrees to provide the University with the information and documentation required to conduct a thorough and accurate hearing on the matter. This may include testimony by Agency personnel at University hearings;

- t. Agency hereby agrees to indemnify and hold harmless the University, the State of Maryland, The University System of Maryland, its Board of Regents, and all of the subsidiaries, affiliates, agents, officers, directors and employees of the aforementioned entities from and against any and all general liability losses, damages, judgments, costs, charges, attorneys' fees, payments, expenses or other liabilities which may be sustained or incurred at any time(s) by reason or in consequence of any claim(s) including, but not limited to, any claims for personal injury, bodily injury, wrongful death or property damage, by whomsoever such claims may be asserted, arising out of or in consequence of the indemnifying party's own acts or omissions by Agency, its directors, employees or agents, related to the subject of this Agreement;
- u. Inform Program of any research or education programs and changes in Agency facilities that may affect the Program;
- v. Be responsible for maintaining any relevant Agency approvals and accreditations.

VI. Special Additional Conditions where Agency is a Private, "For-Profit" Entity

In accordance with the U.S. Department of Labor (Fact Sheet #71 Internship Programs under the Fair Labor Standards Act, April 2010), where the Agency is a private, "for-profit" entity, and it is contemplated that the Student will not be compensated in compliance with the wage and hour provisions of the Fair Labor Standards Act (e.g., at least minimum hourly wage, time and a half for overtime, etc.), the Agency agrees that the placement will have the following characteristics:

- a. The placement, even though it may include actual operation of the facilities of the Agency, is similar to training that would be given in an educational environment;
- b. The placement experience benefits the Student;
- c. The Student does not displace regular employees, but works under close supervision of existing staff;
- d. The Agency derives no immediate advantage from the activities of the Student; and on occasion its operations may actually be impeded;
- e. The Student is not necessarily entitled to a job at the conclusion of the placement; and
- f. The Agency and the student understand that the student is not entitled to wages for the time spent in the placement.

VII. Number of Placements

- a. The Agency and the University will mutually determine the number of Students to be placed at the Agency for a given term.
- b. The Agency and the University may decide to have no active placements for a period of time without affecting the continuation of this Agreement.

VIII. Compliance with Applicable Federal, State and Local Laws

- a. The Parties shall at all times under this Agreement comply with all federal, state and local laws. In conformity with applicable laws, the Parties acknowledge that they do not and will not discriminate against any employee or employment application or applicant for registration in the course of study on account of race, color, creed, ethnicity, religion, sex, age, marital status, sexual orientation, sexual identity, gender identity, national origin, political affiliation, physical or mental disability, veteran status, or any other applicable protected status.
- b. The Agency agrees to provide reasonable accommodations affecting structural improvements at Agency to University's faculty and Students. The University shall, at its expense, provide any other reasonable accommodations in compliance with applicable disability laws.
- c. The Parties agree to maintain the privacy and security of personally identifiable education records and health information and to prevent disclosure of such in compliance with applicable state and federal laws.
- d. The Parties agree to report any suspected child abuse and/or neglect in compliance with applicable laws including, but not limited to, Maryland State law and University policy.
- e. The Parties agree to continue their respective policies of non-discrimination in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act and other applicable laws.

IX. Employment

Students are not considered employees or agents of either of the Parties. The Parties shall not by virtue of this Agreement be deemed to be partners or joint ventures; neither party shall incur any financial obligation on behalf of the other.

X. Entire Agreement

This Agreement, and its attachments, if any, constitutes the entire understanding between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, and cannot be

modified except by written agreement signed by both Parties. Neither party may assign its rights nor delegate its duties under this Agreement without the prior written consent of the other party. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one document. Original signatures delivered by means of facsimile or other electronic communication shall be considered to be original signatures.

XI. Governing Law

This Agreement shall be construed and governed by the laws of the State of Maryland without regard to conflicts of laws principles and any disputes shall be filed in a Maryland court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers duly authorized and empowered.

Judson Independent School District

SALISBURY UNIVERSITY

Milton Fields
Superintendent

Laurie L. Couch
Provost and Senior Vice President of
Academic Affairs

Date: _____

Date: _____