



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: January 24, 2024

Agenda Section: Consent

Agenda Item Title: Approve the training agreement between Our Lady of the Lake University and SSAISD.

From/Presenters: Millicent Marcha, Chief Academic Officer
Charlie Gallardo, Director of Guidance and Counseling

Description: Our Lady of the Lake Social Worker Program will partner with SSAISD to provide social work students an opportunity to obtain their internship hours in our district.

Recommendation: Approve the training agreement between Our Lady of the Lake University and SSAISD.

Purchasing Director and Approval Date: N/A

Funding Budget Code and Amount: N/A

Goal: 4. SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.



OUR LADY OF THE LAKE UNIVERSITY

**MEMORANDUM OF AGREEMENT
BETWEEN
OUR LADY OF THE LAKE UNIVERSITY
AND
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

Whereas, Our Lady of the Lake University (hereinafter referred to as “University”) and South San Antonio Independent School District (hereinafter referred to as “Agency”) desire to set out in writing the terms and respective responsibilities of the two institutions for education and training of social work field education students from the Worden School of Social Service at Our Lady of the Lake University, 411 Southwest 24th St., San Antonio TX 78207-4689.

**I.
Terms of the Agreement**

This Memorandum of Agreement (“MOA”) is self-renewing and will commence as of the date signed by both parties. The Agreement shall be continued unless either party desires to terminate the Agreement and thus gives the other party thirty (30) days written notice of intention to terminate.

**II.
Expectations of Parties**

The University and the Agency agree as follows:

A. University/Worden School Responsibilities

1. To send the Agency only such students who have successfully completed the requirements for the field education component of the curriculum.
2. To take appropriate action regarding any student whose performance record or conduct does not justify continuance in field education at the Agency as determined by the Agency.
3. To support rules and regulations governing students that are mutually agreed upon between the University and the Agency.

4. To assign students to field education only when mutually arranged by the University and the Agency.
5. To maintain channels of communication for exchange of information with Agency personnel by on-site visits when geographically practical, or by email, virtual face-to-face visits or by telephone.
6. To ensure students have professional liability insurance while on field education assignments as evidenced by the Certificate of Insurance issued by a company licensed to do business nationally and internationally on Department of Defense jurisdictions when applicable.
7. To provide the Agency with written materials stating the policies, objectives and content of field instruction.
8. To provide a faculty member to serve as field consultant and liaison to the Agency as a University representative to work with the field instructor and student on behalf of the student's learning experience.
9. To share appropriate information regarding the background, experience and educational needs of the student with the Agency prior to the students' placement.
10. To provide opportunities for the professional development of field instructors through seminars, workshops and regional meetings.
11. To prohibit the publication by the students and/or faculty of any material relative to the field experience that has not been approved for release for publication by the Agency and the University.
12. To inform students and the Agency of the time schedule for field, including beginning and ending dates of field.
13. To seek and use the evaluations and recommendations of Agency personnel in matters related to field instruction.
14. To carry final responsibility for the administration of the field instruction program.
15. To inform students that Agency may require them to complete a background check at student's expense prior to beginning the field instruction program.

B. Agency Responsibilities

1. To orient the students to the Agency and its rules and regulations specific to the Agency, and to communicate these rules and regulations to the University through the University representative.

2. To provide opportunities for students to participate in the Agency's service programs and activities as appropriate.
3. To provide a field instructor whose qualification meets the following requirements of the University and the Council on Social Work Education and as set forth in Subsection C of this agreement:
 - a. Master's degree from an accredited school of social work.
 - b. Current social work certification of licensure if required by the state in which the field takes place.
 - c. Two years of post-master's, full-time professional social work experience.
 - d. Desire and skill to supervise students and the ability to translate theory into social work practice.
 - e. Formal training in the supervision of social work students. If not so trained, the Agency agrees to have its field instructors undertake said training by the Worden School of Social Service within the following calendar year.

If Agency does not have a field instructor onsite who meets these qualifications, they agree to provide an onsite task supervisor who will supervise our student in conjunction with an off-site field instructor who meets the program's qualifications.

4. To safeguard the field instructor's time so that they maintain scheduled supervisory conferences with students and consult with the University's representatives.
5. To provide opportunities to the student for the purpose of reinforcing learning concerning all relevant areas of the University's curriculum.
6. To provide a suitable working area for the student during the internship.
7. To provide students with a realistic workload that supports the educational objectives of field and the objectives of the student's learning contract or education plan.
8. To provide continuing field instruction by the same field instructor for the duration of the student's placement, and agree that a change in field instructors requires the approval of the University's Director of Field Education or designated representative.
9. To inform the University as soon as possible regarding changes in Agency policy, procedures, and staffing that might affect field instruction.
10. To cooperate with the University in making use of Agency materials in classroom discussions and assignments. These materials must be adequately redacted to protect client confidentiality.
11. To ensure that each student shall have required immunizations as designated by the Agency prior to the initiation of Student's assignment at the Agency. It is the

student's responsibility to ensure they are up to date on any required immunizations and provide appropriate documentation to the Agency. If the student is not up to date on the required immunizations, it is the student's responsibility to obtain the required immunizations at their own expense.

C. Agency Field Instructor Responsibilities

1. To provide training experiences in a planned and sequential manner commensurate with the student's learning capacity and pace that reinforce the knowledge and skill base in the curriculum.
2. To actively assist the students to learn social work processes by helping them intentionally integrate knowledge, theory and practice necessary to achieve established learning outcomes.
3. To provide a positive learning environment that fosters professional growth and autonomy, and improves the student's potential for professional practice.
4. To involve the students in ongoing processes of self-evaluation and conduct prompt performance evaluation with realistic expectations that enables students to correct deficiencies and learn from their mistakes.
5. Serve as a professional role model, providing students the opportunity to observe and model competent and ethical social work practice.
6. To perform administrative duties essential to the success of the field process in a timely professional manner. This includes submitting evaluations and grade recommendations according to the University's academic schedule.
7. To comply with all policies and procedures contained in the BSW Field Education Manual and/or the MSW Field Education Manual. Both are available through a link on the University's webpage (<https://www.ollusa.edu/worden-school/field-education.html>).
8. To orient and integrate the students into the Agency structure and interpersonal networks, and orient the Agency staff to the students' role as learners.
9. To negotiate with each student a specific and individualized education plan that will direct the field education process and serve as a tool for evaluation.
10. To provide regularly scheduled in-person supervisory conferences with the student for a minimum of one hour each week during the field placement.
11. To provide a variety of cases and training experiences to insure exposure to ethnic/racial, social and economic diversity.

12. To notify the University immediately of problems which threaten the student's successful completion of field.
13. To ensure that the required hours for field education are completed.
14. To participate in meetings related to field sponsored by the University and the Agency.
15. To ensure that students follow the administrative policies, standards and practices of the Agency and the program.

III. Indemnification Agreement

Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its directors, officers, employees, agents, students, faculty, and representatives in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

IV. Dispute Resolution

The Parties shall seek to resolve informally any dispute that arises between them under this Agreement. The Parties shall provide each other with written notice of any dispute arising out of this Agreement. The Parties shall submit their dispute to mediation before a mutually agreeable mediator as a pre-condition to filing a lawsuit in any court or county, whether in Justice of the Peace, County Court, or District Court. This provision, however, shall be inapplicable if the running of the statute of limitations prevents the Parties from engaging in mediation before the necessity of filing suit.

V. Miscellaneous Provisions

- 5.1 The number of students participating in field placement during any given time period shall be agreed upon by the University and Agency.

- 5.2 The relationship of the Parties to this Agreement shall not be deemed or construed to create a joint venture, partnership or Agency relationship between the parties for any purpose.
- 5.3 The Parties agree that this Agreement addresses the matters covered herein and supersedes all other agreements on the same subject, whether oral or written. Any changes or amendments to this Agreement may be made only in writing and signed by both Parties.
- 5.4 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
- 5.5 The headings in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.
- 5.6 If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall continue to be effective.
- 5.7 Failure of the University to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions of this Agreement.
- 5.8 This Agreement shall not be assigned without the prior written consent of the other Party.
- 5.9 The Parties represent and acknowledge that they have had the opportunity to review this Agreement with counsel of their choosing and are entering this Agreement freely and voluntarily.

VI.

Nondiscrimination and Compliance

- 6.1 The Agency and the University commit to fostering a diverse environment that is free from discrimination. Neither shall discriminate against any individual on the basis of race, color, sex, pregnancy, religion, national origin, citizenship status, disability, age, marital status, gender, gender identity or expression, sexual orientation, veteran or military status (including disabled veterans, Vietnam-era veterans or recently separated veterans), predisposing genetic characteristics, domestic violence victim status, or any other protected category under applicable local, state and federal laws, including protections for those opposing discrimination or participating in any allegation process on campus. The University is committed to upholding this policy to be sure it does not violate any local, state or federal laws including but not limited to Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, as well as University policies. The parties will agree to cooperate with each other in any actions that arise out of alleged violations of these or other local, state or federal laws or University or Agency policies.

- 6.2 The University and its directors, officers, employees, agents, students, faculty, and representatives agree to keep strictly confidential and hold in trust all confidential information of the Agency and/or its constituents and not disclose or reveal any confidential information to any third party without the written notice to the Agency. Confidential Information shall be deemed to include the non-public personal financial information, student education records, and other protected information in accordance with the Gramm-Leach Bliley Act (and the Federal Trade Commission's implementing regulations), Family Education Rights and Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Each party agrees to use the other party's Confidential Information solely for the purpose of the activities contemplated by this Agreement, and not to disclose such Confidential Information to any person or entity other than its own employees, agents, advisors and representatives who have a reasonable need to know the information for purposes of fulfilling their obligations. In the event that either institution is required to disclose the other institution's Confidential Information pursuant to applicable law or a judicial or government order, or seeks to disclose Confidential Information in connection with any litigation, alternative dispute resolution proceeding or regulatory proceeding, it may make such disclosure, but will notify the other institution in advance, so as to allow the other institution an opportunity to obtain a protective order or similar relief.
- 6.3 For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Agency 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 Agency to carry out the program. Agency agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

VII. Governing Law

The validity, construction, scope and performance of this Agreement shall be governed in accordance with the laws of the State of Texas. This agreement is performable in Bexar County, Texas. Any claim relating to or arising out of this Agreement shall be brought in Bexar County, Texas

VIII Notices

Any notice required under this Agreement shall be in writing and shall be effective when delivered to the party for whom it is intended. Notices to OLLU shall be delivered to the following person:

Jared Montoya, PhD

Associate Provost for Graduate and Online Programs
Our Lady of the Lake University
411 S.W. 24th Street
San Antonio, Texas 78207
jamontoya@ollusa.edu

Copied to: Program Director
Worden School of Social Service

Notices to SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
shall be delivered to the following person:

Name: Ron Flores, MS, LCSW-S
Title: Clinical Social Worker
Address: 1450 Gillette Blvd.
City, State, Zip: San Antonio, Texas 78224
Phone: 210-860-5086
Email: Ronald.flores@southsanisd.net

Executed on this the 20 of December, 2023

A minimum of one actual signature is required on the Memorandum of Agreement as
determined and authorized by the Agency.

Kimberly Gallegos, Ph.D., LCSW
Interim Director, Worden School of Social Service
Our Lady of the Lake University

X_____
Henry Yzaguirre
Superintendent
South San Antonio Ind. School District

Jared Montoya, PhD
Associate Provost for Graduate and Online Programs
Our Lady of the Lake University

X_____
INSERT SIGNATORY NAME HERE
INSERT TITLE HERE
INSERT NAME OF AGENCY HERE