

**MEMORANDUM OF AGREEMENT
BETWEEN
TEXAS JUVENILE JUSTICE DEPARTMENT
AND
BAYLOR UNIVERSITY**

TJJD CONTRACT NO.: CON0001498 Updated contract No CON0001499

WHEREAS, Baylor University (hereafter “University”), a Texas non-profit corporation, through its School of Social Work, requires the use of direct internship/field work experiences for students in the social work program; and

WHEREAS, Texas Juvenile Justice Department (hereafter “Agency”), offers suitable institutional/service facilities which meet criteria established by the Council of Social Work Education for agencies affiliating with social work education; and

WHEREAS, the Faculty of University recognizes that practical social work experience under appropriate guidance and supervision is essential for student development of effective social work skills, clinical judgment and a sense of professional responsibility; and

WHEREAS, it is recognized that a cooperative relationship between a service institution and an educational institution can be mutually beneficial;

BE IT AGREED that Agency and University desire to enter into an agreement whereby students in the University social work program shall receive experiences in practicum courses in the Agency. This agreement shall be governed by the following conditions:

I. THE UNIVERSITY SHALL:

- A. Retain control of and responsibility for all phases of the social work education program.
- B. Cooperate with the Agency in making arrangements for the use of its facilities, including possibly sending a faculty representative to visit the Social Work Department at Agency to review plans and to tour the department. Arrangements shall be mutually determined by agreement of the parties and may be altered by mutual agreement.
- C. Provide the social work education program model for students to implement to any youth that may be in TJJD institutions and halfway houses.
- D. Cooperate with the Agency in planning, scheduling and implementing an orientation program for faculty responsible for the practicum.

- E. Provide a seminar experience each semester for students participating in the practicum.
- F. Provide the Agency with the following written information two weeks prior to the start of each practicum:
 - 1. Specific days and hours students will be assigned to clinical activities.
 - 2. Names of students and responsible faculty.
 - 3. Objectives of the practicum.
 - 4. Documentation of professional liability insurance for students and faculty (if applicable and requested).
 - 5. Other appropriate information as requested.
- G. Require that faculty meet with students and their supervising field instructors at least once per semester either in person or by phone or videoconferencing.
- H. Plan individualized experiences for students in consultation with appropriate agency personnel based on the objectives of the practicum and available learning opportunities.
- I. Abide by the written administrative policies or procedures of the Agency while using its facilities.
- J. If requested by the Agency, maintain for itself and provide to Students or require that Students obtain and maintain appropriate general and professional liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs approved by Agency, in accordance with Agency's bylaws, rules and regulations. A copy of the certificate of insurance shall be provided to the Agency.

II. THE AGENCY SHALL:

- A. Retain full responsibility for client care and for control of established standards of client care.
- B. Provide orientation of students to the Agency.
- C. Provide, within Agency limitations, office space for the students, if applicable.
- D. Retain final approval on accepting or rejecting a student.

- E. Reserve the right and authority to request the withdrawal of any faculty or student who does not adhere to appropriate dress code, behavior standards, administrative and medical policies, does not maintain professional liability insurance, or cannot provide safe care due to physical or mental illness.
- F. Comply with all applicable federal and state health and safety laws and regulations.
- G. Prohibit the disclosure of personally identifiable information, as defined by the Family Educational Rights and Privacy Act, of a student without the prior consent of the student, and to limit Agency's use of such information only for the purpose for which it obtained such information.
- H. Instruct students on confidentiality of Agency information and on the necessity, if any, for securing any such information in order to safeguard access to it by unauthorized individuals.
- I. Maintain appropriate general and professional liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs.

III. THE UNIVERSITY AND AGENCY FURTHER AGREE AS FOLLOWS:

- A. Each party is separately responsible for compliance with applicable laws, including anti-discrimination laws that apply to their respective activities with the program.
- B. University agrees to indemnify and hold harmless the Agency from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of Students. Agency agrees to indemnify and hold harmless University against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of its employees. University has the authority to investigate liability claims or discrimination claims made by or against University, its faculty or students.

IV. DURATION OF AGREEMENT, TERM, MODIFICATION:

- A. This Agreement shall remain in effect upon last signature until terminated. Either party may terminate this Agreement, with or without cause, by written notice to the other party at least 60 days prior to the commencement of the next academic term. Students enrolled in the practicum at the time notice is given shall have the opportunity to complete the course of study in progress.

- B. The parties to this Agreement may amend this Agreement as deemed necessary; provided, however, that no amendment to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties.
- C. All the terms, conditions and provisions agreed upon by the parties to this Agreement are incorporated in this document.

This Agreement is made at Waco, Texas, and is effective the last date signed below.

BAYLOR UNIVERSITY:

By: 
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Jon Singletary
Dean, Diana R. Garland School of Social Work

Date: 7/3/2023

TEXAS JUVENILE JUSTICE DEPARTMENT:

By: 
Shandra Carter, Executive Director

Date: 7/10/23