

# College of Education Box 5774 Flagstaff, AZ 86011

Our mission is to prepare competent and committed professionals who will make positive differences for children, young adults and others in schools.

# SCHOOL PSYCHOLOGY CERTIFICATION INTERNSHIP AGREEMENT

THIS AGREEMENT is entered into by and between the Arizona Board of Regents for and on behalf of Northern Arizona University, located in Flagstaff, Arizona, hereinafter referred to as "University" and Amphitheater School District, located in Pima County, Arizona, hereinafter referred to as the "School District."

The term of this Agreement shall be up to five (5) years, commencing on the effective date of May 1<sup>st</sup>, 2013, and may be renewed on a year-to-year basis by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

This Agreement establishes a relationship between the University and the School District, for the purpose of enabling Psychology Student Interns, who are employed by the School District, hereinafter referred to as "Interns," to perform an internship at the School District. The internship qualifies for academic credit in accordance with the prescribed curriculum at Northern Arizona University's College of Education, Educational Psychology Department.

## **SECTION I**

The School District agrees to:

- A. Commit to the internship as a training experience.
- B. Provide appropriate orientation and information regarding the policies, rules and regulations of the School District to incoming Interns.
- C. Provide the Intern with the opportunity to carry out major professional functions under appropriate supervision of an On-Site Supervisor employed by the School District in a sequence of experiences designed to enhance professional attitudes, responsibility, communication skills, critical judgment, and technical skills. The professional functions should include (but not necessarily be limited to) the following experiences:
- 1. Psycho-educational assessments with a variety of age levels (i.e., pre-school through high school) and different populations (representation of the range of special education categories of services). The number of psycho-educational assessments being completed

by the Intern should increase as the year progresses and be determined by joint agreement of the Intern, On-Site Supervisor, and the University Supervisor. The number of evaluations completed by the Intern should not exceed more than two-thirds of the typical case load of fully certified school psychologists, also employed by the School District.

- 2. The Intern will have the opportunity to provide consultation to parents, teachers, and support personnel involved with serving the children of the School District.
- 3. The Intern will have opportunities to participate in universal screening, progress monitoring and functional behavior analysis, as well as to design, implement, and evaluate instructional and behavioral interventions.
- 4. The Intern will have the opportunity to engage in individual and group counseling with students as deemed appropriate by the Intern, On-Site Supervisor, and the University Supervisor.
- 5. The Intern will attend and participate in staff meetings that relate to the services provided (both pre-referral and children being considered for or receiving special education services). The Intern will have the opportunity to function as the district representative when deemed appropriate by the On-Site Supervisor.
- 6. The Intern will be afforded the opportunity to engage in professional development programs such as conferences, workshops, and in-services with similar district support as the other school psychologists employed by the School District. Appropriate leave time will be arranged to allow the Intern to attend professional development activities.
- 7. The Intern will perform other professional functions of school psychologists that are within School District policy.
- 8. The Intern will have the opportunity to interact with other Interns during the internship experience.
- D. Provide a training experience of a minimum of 1,200 supervised hours, obtained in not less than a 12-month period.
- E. Provide appropriate support for the internship experience, including:
  - 1. Employee leave time, materials, clerical assistance, and office space that is consistent with those of other school psychologists employed by the School District.
  - 2. Employ a clearly designated, actively licensed/certified professional school psychologist who is responsible for the integrity and quality of the internship experience and act as On-Site Supervisor. This person shall be responsible for no more than two Interns at any given time.

- 3. Provide a minimum of two hours per week of regularly scheduled, formal, face to face supervision with the specific intent of dealing with school psychological services rendered directly by the Intern.
- 4. Assure that at least 25% of the total hours of the Intern's time involves direct client contact.
- 5. Assure that the Intern has scheduled and unscheduled opportunities, such as in-service meetings, conferences, etc., to interact professionally with other school psychology Interns, school psychologists, and persons from other disciplines and agencies.
- 6. Designate the Intern status by the title of "Psychologist Intern".
- 7. Assure that the reports completed by the Intern for consumers (consumers is defined as employees of the School District, and parents of the students), are co-signed by the On-Site Supervisor.
- 8. Provide an evaluation of the Intern's experience consistent with specific training objectives bi-annually.
- 9. Certify when the internship requirements have been met and provide appropriate recognition to the Intern's successful completion of the internship.
- 10. Inform the University of changes in district policies, procedures, and staffing that may affect the internship experience.
- F. Be responsible for the acts and omissions of its employees and agents, including the Intern as an employee, and maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the School District's employees and agents. The School District is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University.

## **SECTION II**

## University agrees to:

- A. Certify at or before the time of arrival of the Intern:
  - 1. Completion of course work in scientific, applied and specialty areas, including formal assessment/diagnosis and intervention/treatment.
  - 2. Completion of a formal introduction to ethical and professional standards.
- B. Notify the On-Site Supervisor of any change in the Intern's status prior to the internship beginning.
- C. Assign a University Supervisor, who shall maintain an ongoing relationship with the On-Site Supervisor at the School District. The University Supervisor will make a minimum of two on-site visits (one each semester) to School District during the course of the internship.
- D. Be responsible for the acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to

cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the School District's employees and agents including the Intern.

E. Have the Intern read and sign the attached Appendix A, acknowledging that they understand and agree to fulfill their responsibilities as stated therein.

#### **SECTION III**

It is mutually agreed by the University and the School District that:

- A. The policies, rules, and regulations of the School District shall be applicable to the Intern, and that the School District shall inform Interns of their policies, rules, and regulations. Each Intern is expected to perform with high standards at all times and comply with all written policies, rules, and regulations of the School District.
- B. The Intern shall receive due process at the same level as other similarly-employed non-certificated employees of the School District consistent with School Board policy and applicable laws.
- C. A log of activities associated with the Intern experience will be kept and reviewed by the On-Site Supervisor on a weekly basis. Monthly summaries of the internship activities will be submitted to the University Supervisor.
- D. The Intern's competencies will be evaluated a minimum of two times during the course of the internship by the On-Site Supervisor. A professional growth plan for the Intern may be formulated based on the strengths and needs of the Intern.
- E. The University or the School District shall remove from the School District's premises and not return any Intern or University employee or representative to whom the School District makes reasonable objection in the interest of student, staff or other persons' safety and well-being. Either the University or the School District may require withdrawal or dismissal from participation at the School District of any Intern whose performance record or conduct does not justify continuance.
- F. Neither the University nor the School District is obligated to provide for the Intern's transportation to and from the School District, or for health insurance for the Intern.
- G. Each Intern must adhere to the School District's established dress and performance standards.
- H. Nothing in this Agreement is intended to modify, impair, destroy or otherwise affect any common law or statutory right to indemnity or contribution that the University may have against the School District by reason of any act or omission of the School District's employees and agents.

#### Miscellaneous:

- A. The University and School District recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). FERPA permits disclosure of student "educational records" to "school officials" that have a "legitimate educational interest" in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials". Designated representatives of School District will be designated as "other school officials" for purposes of this Agreement. No designated representative of the School District shall disclose student educational records it receives under this Agreement to any third party, except with the prior written consent of the student or as permitted by law. Any disclosures made by the School District will comply with the University's definition of "legitimate educational interest." School District agrees and warrants that it shall use student educational records solely to accomplish its obligations under this Agreement and solely in a manner and for purposes consistent with the terms and conditions of this Agreement and University policies and procedures. School District agrees and warrants that it shall not make any disclosures of student educational records without prior notice to and consent from the University. If any designated representative discloses or misuses any educational record, the University and/or School District will take appropriate action against the designated representative that is similar to action NAU would take against one of its employees who disclosed or misused the educational records of its students.
- B. University and School District have determined that they may be a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Student Interns shall function as part of the School District's "workforce" as defined in 45 CFR §160.103 and shall be subject to the HIPAA policies and procedures of the School District. School District shall be responsible for providing the assigned Student Interns with the appropriate training in their HIPAA policies and procedures. University shall ensure that the assigned Interns are familiar with HIPAA prior to their assignment to the School District. Any person reviewing documents shall execute a HIPAA and/or other nondisclosure agreement to protect the confidentiality of protected health information or other confidential information pertaining to client, patient, or student records.
- C. To the extent required by Arizona Revised Statutes Section 15-512, or other law, any Intern who will be present with a client and outside the supervision of a certificated School District employee shall be fingerprinted at the Intern's expense, and the results of the fingerprint check provided to the School District.
- D. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act.
- E. This Agreement is subject to Section 38-511 of the Arizona Revised Statutes. This Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the University is,

- at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
- F. To the extent required by Section 35-214 of the Arizona Revised Statutes, School District agrees to retain all records relating to this Agreement. School District further agrees to make those records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Northern Arizona University, Flagstaff, Arizona, or another location designated by University upon reasonable notice to the School District.
- G. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree that they may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.
- H. The parties agree to work cooperatively and in good faith to resolve any disputes that may arise under this Agreement.
- I. Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that Northern Arizona University is a public institution, and as such is subject to Title 39, Chapter 1, Article 2 of the Arizona Revised Statutes (Sections 39-121 through 39-127). Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.
- J. If the University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to School District and cancel this Agreement without further obligation of the University. Appropriation is a legislative act and is beyond the control of the University.
- K. Except as otherwise agreed in writing, School District acknowledges that its relationship with the University is limited to the student internship contemplated herein. School District shall not make any representations stating or implying that the parties engage in broader transactions or that the University is otherwise associated with the School District without first obtaining express written permission from the University. In addition, School District shall not use any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by the University without prior written authorization from the University.
- L. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

M. If any section, paragraph, subdivision, clause, sentence or phrase of this policy shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of the Agreement. If any provision of this Agreement contains an ambiguity, which may be construed as either valid or invalid, the valid construction shall prevail.

## **NOTICES**

Any notice required or permitted hereunder shall be in writing and shall be deemed given if delivered in person or three days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To School District:
Amphitheater School District
Attention: Mrs. Cathy Eiting, Executive Director of Student Services
701 W. Wetmore Rd.
Tucson, AZ 85705

To the University:

Kathy J. Bohan, Ed.D. Associate Professor and Chair Educational Psychology Northern Arizona University PO Box 5774 Flagstaff, AZ 86011 928-523-0362 Fax 928-523-9284

The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the University and the School District, respectively.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Arizona Board of Regents for and on behalf of Northern Arizona University

# APPENDIX A STUDENT INTERN RESPONSIBILITY STATEMENT

Student Intern: Amanda Howk

School District: Amphitheater Public School District

Complete Address: 701 W. Wetmore Rd., Tucson, AZ 85704

Dates of Internship: 2013-14 School Year

Primary On-Site Supervisor: Kim Morris, Ph.D.

Secondary On-Site Supervisor: Steve Duley, Ph.D.

University Supervisor: Ron Glazier, Ph.D., NCSP

This Acknowledgment is made by the Student Intern identified below to acknowledge certain duties and responsibilities with regard to his/her participation in the internship.

# **DUTIES AND RESPONSIBILITIES OF INTERN**

- 1. The Student Intern will complete and be responsible for the cost of providing all health forms and certificates requested by the School District.
- 2. The Student Intern will comply with all applicable policies, procedures, and rules of the School District, and the University.
- 3. The Student Intern will participate in orientation, required mandatory education, and skill training as required by the School District.
- 4. The Student Intern will demonstrate professional behavior appropriate to the environment, including adhering to professional dress code, and maintaining high standards of patient care.
- 5. The Student Intern will follow the policies, rules, and regulations of the School District, including HIPPA requirements regarding confidentiality of protected health information or other confidential information pertaining to client and patient records.
- 6. The Student Intern will at all times conduct himself/herself, both at the School District and outside normal business hours, in a personally and professionally ethical manner.

- 7. The Student Intern will make appropriate arrangements for transportation and housing, if necessary, and be responsible for all travel and living expenses incurred in relation to the internship.
- 8. The Student Intern agrees that Northern Arizona University may share information received from the Student's Educational Records, Criminal Background Check, and Drug Testing, with School District, if applicable.
- 9. The Student Intern will conform to the work schedule of the School District, and make up time and work missed during unavoidable illnesses, in consultation with my On-Site Supervisor.
- 10. If applicable, notify the School District and University Supervisor upon learning that the Student Intern has been ill or has otherwise had a change in his or her medical condition, before or during the internship, so that appropriate personal safety precautions can be implemented.
- 11. The Student Intern will obtain prior written approval from the University and the School District before publishing or presenting any material relating to the internship experience outside normal educational settings of the internship.
- 12. The Student Intern authorizes the University to share educational records covered by FERPA with the School District to the extent necessary to fulfill the terms of this Agreement.
- 13. The School Psychology Program requires the intern to complete signature assignments as listed in the internship syllabus.

I HAVE READ AND UNDERSTAND THE STUDENT INTERN ACKNOWLEDGMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:

Student Intern	Date	University Supervisor	Date
Primary On-Site Supervisor	Date	Secondary On-Site Supervisor	Date