

College of Education School Psychology Internship Agreement University and Agency

This agreement entered into by and between the Trustees of the California State University on behalf of California State University, San Diego State University, College of Education, referred to as “University,” and Berkeley Unified School District referred to as “Agency”.

I. Statement of Purpose

The purpose of the internship between the University and Agency is to provide school psychology students (referred to as “Intern”), hired by the Agency in a pre-credential status in high need areas, to work full time as school psychology interns while pursuing a University school psychology credential.

II. Priorities

A. Program Activities

Activities will be accomplished in accordance with the attached Exhibit A, reviewed and agreed upon by the University and Agency prior to the start of the internship, which by reference is hereby incorporated and made a part of this agreement.

University will advise Intern(s) to do the following:

1. Participate in all relevant trainings required by the Agency.
2. Model professional and appropriate behavior when working with students and Agency colleagues.
3. Support Agency events that are a part of the internship experience.
4. Meet the goals, expectations, and requirements of the University Internship Credential Program and specified internship requirements referenced in the attached Exhibit A.

B. Safe and Productive Environment

The Agency will:

1. Give Intern a complete tour of the school site, and ensure that Intern is aware of all emergency procedures and is able to act responsibly in the case of an emergency.
2. Ensure that Intern is aware of the unique nature of the Agency population and is prepared to work with this population.
3. California law may require the Agency to obtain Intern’s fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the Agency’s responsibility to: 1) obtain the Intern’s fingerprints; and 2) obtain criminal background clearance from the appropriate agency.
4. The Agency shall pay students(s) according to applicable law including any required withholding and reporting whether payment is wage, stipend, or payment under a grant. If required by law, the agency shall consider Interns employees and, as such, shall provide workers’ compensation insurance.
5. Agree that Agency is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. Agency is familiar with and informed about the Centers for Disease Control and Prevention (“CDC”) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Agency, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed, or updated, Agency will take steps to comply

with the modified, changed, or updated guidelines or directives. If at any time Agency becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

The University will:

1. Support the internship program and its objectives by providing support for the Intern as necessary and agreed upon in the attached Exhibit A document.

III. Structure of the School Psychology Internship Program

The structure of the School Psychology Internship Program is detailed in the attached Exhibit A and meets the requirements of participation in the California State approved Internship Program.

IV. Length of Agreement Term

This agreement shall become effective upon execution and shall continue until terminated by either party after giving the other party 30 days advance written notice of the intention to so terminate; provided further, however, that any such termination by Agency shall not be effective against any Intern(s) who at the date of mailing of said notice by Agency was participating in said program until such Intern has completed the program as mutually agreed upon provided such student is performing satisfactorily. If either party wishes to terminate due to non-performance or failure to meet expectations, the party requesting termination shall consult with the other party to seek resolution prior to termination.

It is the responsibility of all parties to review the agreement annually to ensure that the agreement terms are current. Any changes to this agreement must be in writing via amendment and executed by all parties.

Notices

All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be sent to the following:

Agency Name:	Berkeley Unified School District
Mailing Address:	
City, State Zip:	
Attention To:	

To University:	San Diego State University 5500 Campanile Dr. San Diego, CA 92182-1616 Attention: Contract and Procurement Management and College of Education
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The attached General Provisions and Exhibit A is incorporated by reference and made a part of this agreement.

This document reflects my understanding of the relationship.

AGENCY

SAN DIEGO STATE UNIVERSITY

5500 Campanile Dr.
San Diego, CA 92182

Berkeley Unified School District

Agency Name

Department Chair or Designee Signature

Authorized Signature

Print Name

Print Name

Date

Date

Dean /Associate Dean Signature

Street Address

Print Name

City

State

Zip

Date

Email

Contract and Procurement Management Signature

Phone

Print Name

Fax

Date

General Provisions

Indemnification

The Agency shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. University shall be responsible for damages caused by the negligence of its directors, officers, employees, and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the Agency and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees, and duly authorized volunteers.

Insurance

The Agency shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Interns

Interns shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Agency shall comply with any state or federal law applicable to Agency's performance under this Contract.

Assignments

Without written consent of the CSU, this agreement is not assignable by the Agency either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable or any alleged representation, promise, inducement, or statement not set forth herein.

INTERNSHIP CREDENTIAL PROGRAM
By and Between
SAN DIEGO STATE UNIVERSITY
AND
Berkeley Unified SCHOOL DISTRICT

School Psychology Internship Credential

The purpose of the Internship Credential Programs is to increase the pool of fully qualified school psychology services professionals available to school districts. San Diego State University, Chair for the Department of Counseling and School Psychology, School Psychology Program, and district program managers/directors and support providers with direct operation of the Internship Program. San Diego State University's Ed.S. in School Psychology and Pupil Personnel Services (PPS) Credential Program is accredited by the National Association of School Psychology (NASP) and approved by the California Commission on Teacher Credentialing (CCTC) and meets all pre-conditions and standards set forth by the national association and Commission. The very nature of an internship program requires collaboration at every stage of the program. This includes the selection of district supervisors of interns, placement of interns in administrative positions and shaping and evaluation of the internship assignments.

San Diego State University Responsibilities

1. The system of program evaluation and development includes representatives of the participating district, and representatives of persons who hold a school psychology credential from the participating district. Because interns perform the duties of credentialed school psychologists, site/and or district supervisors and university supervisors collaborate in the development and evaluation of the intern's program. The ongoing evaluation and development system includes substantive involvement from the School Psychology Program and the participating school district.
2. The University ensures that internship candidates have had prior experiences and personal qualifications to enable the candidates to perform at the level of responsibility required of an school psychology intern. Because interns perform the duties of credentialed school psychologists prior to the completion of the Ed.S. School Psychology PPS Credential program, it is important that interns have had prior experiences, which would adequately prepare them for the actual responsibilities of the position. When applicant's qualifications are evaluated, the

program's admission criteria shall consider relevant experience and background to account for the increased responsibilities of interns.

3. Program Faculty will develop an individual plan for the mentoring support and professional development of each intern while in the program. Because interns perform the duties of holders of the school psychology credential, it is important that they have support in the performance of their tasks and the planning for their professional development. This support should be similar to that which is provided for new school psychologists hired by the district. Specifically, they should have an individual learning plan for professional development and the support of one or more school psychology supervisors. The individual plan for support and internship professional development is developed for each intern in consultation with the intern and the employing school district and school site supervisor.

District Responsibilities

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district, or consortium, or State-certified non-public, nonsectarian, school. For this reason, interns must have a contract or other proof of employment before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a San Diego State University Supervisor and District Support Provider who provides general support for the administrative intern.

The District and School Site shall:

1. The participating school district works with the university to give appropriate attention to the effective operation of the program. Because interns function as employees of the school district, the school district will ensure that the program is operating in a manner to further the educational goals of the district. The employing school district supports the goals and purposes of the program and assures the university that the appropriate support for the intern is available in the district.
2. The participating school district works with the school psychology program director to provide sufficient resources to fulfill the needs of the internship. Because interns function as employees of the school district, the school district will provide sufficient resources, in addition to intern salaries, to assure the success of the program. The employing school district provides access to the resources to allow the intern to perform successfully in his or her position.

3. The intern will receive support from one or more credentialed school psychology supervisors who are assigned at the same school, at least one of who will be an experienced school psychologists. Each person who supports one or more interns is trained in support techniques, oriented to the support role and appropriately evaluated, recognized and rewarded by the district and/or school site.
4. The site agrees to adhere to NASP Principles of Professional Practice/Ethics. (NASP Guidelines for School Psychology Internship Principles, Conceptualization, and Management of the Internship 1.3)
5. The internship site provides opportunities for a range of school psychological services consistent with NASP Domains of School Psychology Training and Practice, including varying types of assessment linked to intervention for academic, behavioral, and social/ emotional issues; consultation; behavior analysis and intervention; counseling; prevention at varying levels; research and program evaluation; and other activities consistent with NASP standards and deemed appropriate by the field site and university program. In order to ensure breadth of training, activities in no single major function predominates the intern's time. (NASP Guidelines for School Psychology Internship Depth, Breadth, and Focus of the Internship 2.3)
6. The internship site endeavors to provide opportunities to work with children and adolescents of varying ages, ethnicities, socioeconomic backgrounds, and with varying abilities and disabilities, characteristics, and needs.(NASP Guidelines for School Psychology Internship Depth, Breadth, and Focus of the Internship 2.5)
7. In assigning duties to the intern, the internship site recognizes and supports the internship as an educational experience. A student-to-intern ratio that is less than NASP guidelines for credentialed, full-time school psychologists (1:1,000) is expected, with the actual assignments based on such factors as the needs of students to be served, the intern's expertise and prior experience, and the intensity of intern supervision and support. (NASP Guidelines for School Psychology Internship Depth, Breadth, and Focus of the Internship 2.6)
8. The internship includes an average of at least 2 hours of supervision per full-time week. The preponderance of field supervision is provided on at least a weekly, individual, face-to-face basis, with structured mentoring and evaluation that focus on development of the intern's competencies Supervision time may be adjusted proportionately for less than a full-time week or schedule. (NASP Guidelines for School Psychology Internship Supervision, Mentoring, and Collaboration 3.6)

9. Interns have the opportunity to develop an affiliation with colleagues and the field* through regularly scheduled training activities with (a) other interns at the site, (b) interns at other sites in the immediate area, and/or (c) school psychologists at the site and/or in the immediate area.(NASP Guidelines for School Psychology Internship Supervision, Mentoring, and Collaboration 3.9)
10. The intern field supervisor provides the intern and university program informal and formal evaluations (with associated criteria or rubrics) of the intern's performance at least once each semester and offers suggestions for improvement as necessary.
(NASP Guidelines for School Psychology Internship Intern Evaluation, Feedback and Support 4.1)
11. Upon conclusion of the internship, the supervisor verifies both the completion of required internship hours and activities and the quality of intern performance. (NASP Guidelines for School Psychology Internship Intern Evaluation, Feedback and Support 4.5)

General Preconditions Established by State Law for Internship Programs

(a) Instructor Participation.

Each instructor who regularly teaches one or more courses relating to instructional methods in a program of professional preparation, or one or more courses in administrative methods, shall actively participate in public elementary or secondary schools and classrooms at least once every three academic years. Reference: Education Code Section 44227.5 (a) and (b).

(b) California Basic Educational Skills Test.

SDSU will ensure that applicants for program admission shall be required to take the California Basic Educational Skills Test. SDSU will use the test results to ensure that, upon admission, each candidate receives appropriate academic assistance necessary to pass the examination. Reference: Education Code Sections 44252(f) and 44225(n).

(c) Certificate of Clearance.

SDSU will not allow an intern candidate to participate in field experience (internship) until a candidate obtains a Certificate of Clearance from the Commission, which verifies the candidate's personal identification. Reference: Education Code Section 44320(d)

(d) Bachelor's Degree Requirement.

Candidates admitted to SDSU's School Psychology internship credential program must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code Section 44453.

(e) Prerequisite Degree and Credential.

SDSU will require each candidate who is admitted into an Internship Program to possess the appropriate prerequisite credential qualifications prior to assuming internship school psychology responsibilities. Statutory basis: Education Code Section 44270(a)(1).

(f) Assignment and Authorization.

SDSU authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. (Reference: Education Code Section 44454.) The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). (Reference: Education Code Section 44458.)

San Diego State University and ^{Berkeley Unified School District} _____ agree to all the conditions of this Internship Credential Program as outlined above, to be effective on _____. This Internship Credential Program is a general memorandum of understanding. As specific credential areas begin the Internship Partnership specific operating agreements will be established by Program Coordinators, Department Chairs, and District Program Managers and Administrators.