CAPELLA UNIVERSITY

SITE-BASED LEARNING AFFILIATION AGREEMENT

I. Parties to the Site-Based Learning Training Agreement:

This agreement (the "Agreement"), dated as of the last date of signature below (the "Effective Date") is made between: Capella University ("Capella"), located at 225 South 6th Street, 9th floor, Minneapolis, MN 55402 and Spring Grove Area School District (the "Site") with its primary location of business at 1472 Roth Church Road, STE 101, Spring Grove, PA, 17362, for the purpose of establishing guidelines for the cooperative provision of internship and practicum experiences at Site for Students enrolled in certain degree programs at Capella, which may include any of the Covered Programs (as defined below).

II. Definitions

A. "Covered Program" includes the following Counseling, Education, Health Administration, Human Resources, Nursing, Psychology, Public Health, Marriage and Family Therapy, Human Services, and Social Work. Nursing programs include, but are not limited to, Master of Science in Nursing – Nurse Practitioner (MSN – NP), Bachelor of Science in Nursing (RN-to-BSN), Bachelor of Science in Nursing (BSN – Pre-Licensure), For specific terms related to the BSN – Pre-Licensure program, see Exhibit B, attached and incorporated herein.

B. "Faculty Liaison" is the Capella faculty member supporting the Student(s) in their coursework and provides remote supervision of the Student(s). The Faculty Liaison also is the liaison with the Site Supervisor and Site related to the SBL.

C. "SBL Coordinator" is the Capella employee who facilitates communication between Capella, Student(s), the Site, and Site Supervisor during the SBL application review and approval process.

D. "Site Supervisor" is the Site employee who provides direct supervision of the Student(s). The Site Supervisor has the required credentials or licensure, supervision experience and training, time and commitment to train Student(s) pursuant to this Agreement.

E. "Site-Based Learning" or "SBL" consists of defined activities required for completion of a Capella degree program and may include practicum and/or internship. This experience gives Student(s) the opportunity to practice skills and utilize the competencies necessary for degree completion.

F. "Student" is an individual who is enrolled in a Covered Program at Capella who is taking part in the Site-Based Learning.

III. Term and Termination:

This Agreement will be effective as of the Effective Date. This Agreement will automatically renew for additional one (1) year terms, with a maximum of five years, through June 2032. Either party may terminate this Agreement at any time upon sixty (60) days' notice.

IV. The Parties Mutually Acknowledge and Agree:

A. To exchange all information needed for review and approval of the Student outcomes, professional activities, experiences to be included, and professional materials to be utilized in the SBL.

B. The Student(s) will provide professional services (appropriate to their program of study) under the supervision of the Site Supervisor at the Site for a prescribed number of hours per week as part of the SBL.

C. The Site may terminate a Student SBL at the Site for cause, including for a Student's violation of Site's rules of professional conduct.

D. The Student(s) will not, at any time, be considered employees of the Site or Capella pursuant to this Agreement. Notwithstanding the previous sentence, Student(s) may become an employee of Site by a separate agreement, solely between the Site and Student.

V. Capella agrees:

A. To assign a SBL Coordinator and Faculty Liaison.

B. To prepare Student(s) for SBL by means of coursework designed to familiarize them with methods and protocol for the SBL experiences, including a SBL course concurrent with the SBL at Site.

C. To provide the Site Supervisor with Capella's SBL orientation materials and other training materials, which may include, SBL program information, live webinars, evaluation forms required to monitor and assess the performance of a Student, and the Faculty Liaison's contact information.

D. To have the SBL Coordinator maintain contact with the Site Supervisor and Faculty Liaison should any changes be anticipated in relation to this Agreement, or should any disagreements arise between Student(s) and the Site Supervisor (acknowledging that the Site Supervisor has primary authority for all activities of the Student(s) at the Site).

E. To provide general liability insurance in the amounts of $1,000,000 incidental and $2,000,000 aggregate levels covering the Faculty Liaison and Students.

VI. The Site agrees:

A. To provide a copy of the Site Supervisor's resume, diploma/transcript, degree, or curriculum vitae showing relevant experience and a copy of the Site Supervisor's current and active professional license/credential to Capella, as required by the program.

B. To provide opportunities for Students to engage in a variety of appropriate training activities under supervision of the Site Supervisor to meet Capella's program requirements and sufficient to evaluate a Student's performance in required knowledge and skills areas.

C. To provide Students with adequate workspace, telephone, office supplies, and staff to conduct professional activities appropriate to the SBL placement.

D. To provide Students with information about all safety and emergency policies and practices at the Site.

E. To provide weekly face-to-face or remote supervisory contact in accordance with the state, site, and program rules and requirements, and to meet the minimum number of required supervision hours for each quarter, which may include examination of the Students work via the use of either direct observation, audio/video tape, review of case records, or collaborative service delivery (e.g., co-therapy).

F. To approve a Student's submitted SBL hours on a regular basis.

G. To complete and submit written evaluation of Students on the quarterly forms provided to the Site by Capella within the stated deadlines.

H. To have the Site Supervisor maintain regular contact with the Faculty Liaison, to consist of at least electronic contact at the beginning, middle, and end of the SBL.

I. To respond to the Faculty Liaison's emails and/or phone calls in a timely manner in order to consult about the Student's progress during the quarter.

J. To notify the Faculty Liaison promptly when there are any concerns about a Student's performance at the Site.

K. To notify the Faculty Liaison immediately if there are any changes to a Student's SBL, including dates of placement, hours, activities, supervision, etc.

L. For Students in Counseling and Family Therapy programs only:
   i. To provide Students with the opportunity to use audio or videotapes of their counseling or therapy sessions in supervision meetings at the Site during each quarter. For Counseling Students, if taping at the Site is prohibited, live supervision of a Student's counseling or therapy sessions will be provided during each quarter.

M. For Social Work programs only:
   i. To provide learning opportunities in all levels of practice (with individuals, groups, families, organizations, and communities) that align with the Council on Social Work Education nine core competencies.

N. For BSN – Pre-Licensure program only:
   i. If Students from the BSN – Pre-Licensure program will be completing their SBL at the Site, the parties also agree to the terms of Exhibit B.

VII. Capella will require Students:

A. To notify the Faculty Liaison if any changes are made to a Student's SBL, including dates of placement, hours, activities, and on-site supervision.

B. To follow all relevant policies, procedures, rules, and standards of the Site.

C. To abide by all rules and regulations in the state in which they are completing SBL.

D. To be familiar with and uphold the relevant professional ethical guidelines governing all SBL activities.

E. To participate fully in the SBL course and weekly supervision meetings throughout each quarter.

F. To submit SBL hours for approval on a weekly basis, or as otherwise required by the Student's program.

G. To complete and submit all required forms and documents correctly during the quarter by the expected deadlines.

H. To notify the Faculty Liaison and the Site Supervisor about any changes to the Student's availability at the Site that are different from the work schedule that has been arranged with the Site, or any relevant impairment of

competence to perform as expected during SBL, whether the impairment arises from physical, psychological, or other causes.

I. To notify the Faculty Liaison when an absence of more than 5 days has occurred at the Site.

J. To notify the Faculty Liaison when on-site supervision is not provided during any week of the quarter.

K. To participate in additional training and/or education offered or required by the Site, which are required for fulfilling SBL duties, and to be responsible for obtaining such additional training and/or education, as deemed necessary by the Site Supervisor and/or Faculty Liaison in order to conduct activities required at the Site in a successful manner.

L. To represent oneself as a Capella Student at all times during the SBL placement.

M. To complete all screening procedures, trainings, and checks required by the Site through a third-party vendor, which may include: criminal background check, fingerprinting, physical exam, immunizations, or drug testing.

N. For Doctoral Nursing Students only, to submit their project to the Capella IRB and any required institutional committees prior to gathering data or initiating the capstone project at the Site.

O. For Nursing Students only (excluding the BSN – Pre-Licensure program), to hold a current, unrestricted registered nurse's license in order to participate in SBL, and, if for any reason the status of the registered nurse's license changes, to notify the Faculty Liaison and Site Supervisor immediately.

VIII. Professional Liability Insurance

A. Professional liability insurance requirements are described in Exhibit A, attached and incorporated herein.

IX. Miscellaneous

A. Each party to this Agreement agrees to hold the other party harmless for any losses, injuries or other damages incurred as a result of activity undertaken pursuant to the SBL described herein. It is recognized that this waiver of liability does not in any way affect the rights to remediation afforded under the policy of insurance referenced above.

B. This Agreement will be subject to the laws of the State of Minnesota without regard to any conflict of laws principles. All action in relation to the terms hereunder will be venued in the Federal District Court located in Hennepin County, Minnesota.

C. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title VII of the Civil Rights Act of 1964 in regard to sex, race, color, national origin, and religion, Title IX of the Education Amendments of 1972 in regards to sex and other applicable laws, as well as the provisions of the Americans with Disabilities Act. The Organization agrees to cooperate with the University in its investigation of claims of discrimination or harassment.

D. The Organization shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the Capella University Title IX Coordinator, Phone: XXX, title, email address. The site shall identify resources, such as medical care and counselling that are available to any student who has been the victim of sexual assault, dating violence, domestic violence or stalking.

E. Confidentiality:

a. Confidential Information. “Confidential Information” means any proprietary or non-public information, including information reasonably understood to be of a sensitive nature, provided by or on behalf of one party (the “Disclosing Party”) to the other party (the “Receiving Party”), however manifested or communicated, including, without limitation, education records, medical records, background check results, syllabi, education plans, coursework, research, data, graduation rates, examination passage rates, or other proprietary information; provided, however, that “Confidential Information” will not include any information that is or becomes a part of the public domain other than through the act or omission of the Receiving Party.

b. Disclosure and Protection of Confidential Information. The Receiving Party will not disclose Confidential Information to any third party without permission of the Disclosing Party, except for Receiving Party’s employees on a need-to-know basis, who have agreed to obligations at least as restrictive as this Agreement. The Receiving Party will also protect the confidentiality of Confidential Information with the same degree of care as the Receiving Party uses for its own Confidential Information, but no less than a reasonable degree of care.

F. Any portion of this Agreement that is deemed to be unenforceable may be severed from the Agreement with the effect of the remaining portions of the Agreement being fully enforceable by the parties.

G. This Agreement reflects the entire agreement between the parties and supersedes all other agreements, whether oral or written, regarding the subject matter hereof. No part of this Agreement may be amended except by written agreement signed by the parties.

H. By signing this Agreement, the Site represents and warrants that the person signing this Agreement has the present capacity, power, and authority to execute this Agreement, that Site has read and understands all the terms of this Agreement, that Site has been provided adequate time and opportunity to review this Agreement with Site’s own attorney, and that Site agrees to be bound by all terms contained herein.

I. This Agreement may be executed in counterparts and via facsimile with each part being considered an original and all parts being recognized as one in the same document.

Site:

Printed Name: Dr. Daphne Kirkpatrick, Ph.D.

Title: Superintendent of Schools

Signature: _____ Date: _____

Capella University:

Signature: _____Date: _____

Exhibit A: Professional Liability Insurance Requirements

During the Term of this Agreement, Students will maintain or otherwise be covered by all appropriate insurance coverage enumerated herein. A Student's obligation to be covered by such insurance is independent of any other obligations in this Agreement.

A. For the following Covered Programs, a Student must acquire a professional liability insurance coverage in the amount of $1,000,000 per occurrence and $3,000,000 in aggregate:
   - Master of Science ("MS") in Addiction Studies/Addiction Counseling
   - MS in Clinical Mental Health and Counseling
   - MS in Marriage and Family Therapy
   - MS in School Counseling
   - Doctor in Philosophy ("PhD") in Counselor Education and Supervision
   - Graduate Certificate in Psychology – Applied Behavior Analysis
   - MS in Applied Behavioral Analysis
   - MS Clinical Psychological
   - MS in Clinical Counseling Psychology
   - Doctor of Psychology ("PsyD)" in Clinical Psychology
   - PsyD in School Psychology
   - Specialist Certificate in School Psychology
   - MS in Human Services

B. For the following Covered Programs, Capella provides professional liability insurance coverage for the Student in the amount of $1,000,000 per occurrence and $3,000,000 in aggregate:
   - Bachelor of Science in Nursing (RN-to-BSN)
   - Bachelor of Science in Nursing (BSN – Pre-Licensure)
   - Master of Science in Nursing ("MSN") (MSN-FP / RN-MSN)
   - MSN – Nurse Practitioner
   - Doctor of Nursing Practice ("DNP") (BSN-DNP / DNP Prep)
   - Bachelor of Social Work ("BSW")
   - Master of Social Work ("MSW")

For any Covered Program not mentioned in this Exhibit A, Capella does not require a Student to obtain or otherwise be covered by professional liability insurance.

Exhibit B: Additional Terms and Conditions for BSN Pre-Licensure

This Exhibit B ("Exhibit B") contains additional terms and conditions applicable only to Capella's Bachelor of Science in Nursing – Pre-Licensure program ("BSN Program"). The terms of this Exhibit B only apply to the extent the Site has any BSN Program Students completing their SBL. To the extent of any conflicts between this Exhibit B and the Agreement, the terms of this Exhibit B will apply to any BSN Program Students completing their SBL at the Site. Any undefined terms in this Exhibit B will have the meaning contained in the Agreement.

I. **Definitions**

A. "Clinical Faculty" is an employee of Capella that directly oversees and supervises the Clinical Rotation Group. Clinical Faculty provide direct supervision, guidance, and evaluation of Students' clinical skills and professional development at the Site.

B. "Clinical Rotation Group" is one to ten Student(s) in the BSN Program at the Site.

II. **The Parties Mutually Acknowledge and Agree:**

A. The Clinical Rotation Group will provide professional services under the supervision of the Clinical Faculty at the Site for a prescribed number of hours per week as part of the SBL.

III. **Capella Agrees:**

A. To assign a qualified Clinical Faculty to oversee each Clinical Rotation Group

B. Require the Clinical Faculty to maintain supervision and oversight of the Clinical Rotation Group ; provided, however, the Site and any of Site's medical staff will provide direction to the Students and Clinical Faculty with regards to patient care and treatment during the SBL. Student(s) cannot perform any services, clinical or otherwise, at Site except under the direct supervision of Clinical Faculty and only upon the direction of Site.

IV. **The Site Agrees:**

A. To provide opportunities for Students to engage in a variety and volume of appropriate training activities and clinical experiences under supervision of the Clinical Faculty to meet the BSN Program requirements and sufficient to evaluate a Student's performance in required knowledge and skills areas.

B. To provide Clinical Faculty with adequate workspace, telephone, office supplies, and staff to conduct professional activities appropriate to the SBL placement.

C. To provide Clinical Faculty with information about all safety and emergency policies and practices at the Site.

D. To respond to the Clinical Faculty's emails and/or phone calls in a timely manner in order to consult about a Student's progress during the quarter.

E. To notify the Clinical Faculty promptly when there are any concerns about a Student's performance at the Site.

F. To allow Clinical Faculty access to the Site and relevant documentation necessary to evaluate Student performance, in accordance with Site policies and patient confidentiality standards.

G. To support the supervision model consistent with the applicable state Board of Nursing regulations and Capella's BSN Program standards, including appropriate student-to-faculty ratios and supervision levels.

H. To provide Clinical Faculty the ability to collaborate with the Site Supervisor to ensure alignment of clinical experiences with course objectives and to address any Student performance concerns promptly.

I. To provide a safe and supportive learning environment that facilitates the development of clinical competencies required for entry-level nursing practice.

V. **Capella Will Require BSN Program Students To:**

A. To demonstrate clinical readiness by completing all required health, safety, and compliance documentation (e.g., CPR certification, immunizations, TB screening) prior to beginning the clinical experience.

B. To maintain professional appearance and behavior in accordance with the Site's dress code and conduct expectations, including wearing appropriate identification as a Capella nursing student.

C. To perform only those clinical skills and procedures for which the Student has received appropriate instruction and is authorized to perform under the supervision of Clinical Faculty.

D. To immediately report any clinical error, near miss, or patient safety concern to the Clinical Faculty.

E. To notify the Clinical Faculty immediately of any incident, injury, or exposure to infectious materials occurring during the clinical experience.