

**Affiliation Agreement
between
Northwestern Oklahoma State University
and
Independent School District No. 16
of Payne County, Oklahoma**

This Agreement is made between Northwestern Oklahoma State University (NWOSU) and Independent School District No. 16 of Payne County, Oklahoma, a/k/a Stillwater Public Schools (“SPS”).

WHEREAS, NWOSU desires to secure field or clinical experience for its students (“Practicum Student(s)”), and SPS is capable of providing this experience and maintains facilities suitable to provide desired experiences for NWOSU students. This would include activities such as a) observation, b) teacher job-shadowing, c) student teaching, d) advanced certification internships/practicum, and e) other activities as approved by both NWOSU and SPS.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties jointly agree as follows:

A. TERM:

This Agreement shall be effective between July 1, 2024, to June 30, 2025. Either party may terminate this Agreement by giving the other advanced written notice of termination of not less than thirty (30) days. This Agreement may also be immediately terminated by mutual agreement of the parties. However, if this Agreement is terminated while Practicum Students are participating at SPS, the parties agree to allow those Practicum Students to complete their fieldwork/observational experience.

B. RESPONSIBILITIES OF NWOSU:

1. NWOSU will instruct Practicum Students that they are responsible for: (i) complying with NWOSU policies, procedures, standards and practices; (ii) complying with SPS’s policies, procedures, standards and practices, including strict confidentiality with respect to SPS students and technical information; (iii) reporting for activities on time; and (iv) maintaining the confidentiality of SPS student records and information. In matters relating to pupil activities, Practicum Students will take direction from authorized SPS personnel.
2. NWOSU agrees that it will not assign or place any person in a position where they have contact with students of SPS if that person has been convicted of a felony within the past ten (10) years, is required to be registered as a sex offender or violent crime offender under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act, or been convicted of a crime involving moral turpitude. NWOSU agrees that it will cause a criminal record background check, including sex offender registry checks, to be performed on all NWOSU Practicum Students, instructors and other employees who will have access to or contact with SPS students. SPS is not responsible for payment of these background check fees. NWOSU will provide SPS proof that all NWOSU Practicum Students, instructors or other employees participating under this Agreement have

passed the criminal background record check prior to them entering the buildings of SPS. For purposes of this Agreement, a criminal record background check must be a current national criminal history check as defined in Section 150.9 of Title 74 of the Oklahoma Statutes of the name and fingerprints. The completed OSBI report will be valid for up to four (4) years while the candidate is enrolled at NWOSU

The completion of the criminal record background check will not necessarily require SPS to accept a particular Practicum Student. All Practicum Students must be mutually acceptable to both parties, and either party may withdraw a Practicum Student from participation if they believe it is not in the best interest of the Practicum Student or either party to continue.

3. NWOSU shall certify that Practicum Students have the appropriate educational background and skills consistent with the requirements for participation under this Agreement. NWOSU shall withdraw and terminate a Practicum Student's placement with SPS upon SPS's request if SPS determines, in its sole discretion, that: (i) the Practicum Student fails to comply with any SPS or SPS site policies, procedures, standards and practices; (ii) the Practicum Student fails to comply with SPS's proper channels of communication; (iii) SPS becomes dissatisfied with the Practicum Student's performance; or (iv) the Practicum Student will not be able to successfully complete their fieldwork/observational experience.
4. NWOSU shall procure or require its Practicum Students to procure and maintain, at its own or NWOSU Practicum Students' sole cost and expense, general and professional liability insurance covering the acts and/or omissions of Practicum Students, or otherwise require Practicum Students to carry and maintain, at their sole cost and expense professional liability insurance in an amount not less than \$125,000.00 for personal injury or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death covering all acts and activities undertaken pursuant to this Agreement as a condition of participating as a Practicum Student under this Agreement. Evidence of insurance shall be furnished to SPS prior to any Practicum Student's participation under this Agreement and as otherwise requested by SPS.
5. NWOSU understands and agrees that its personnel, faculty and students are not eligible for coverage under any of SPS's benefit plans or programs of whatever kind or nature, including without limitation, SPS's workers' compensation insurance and unemployment compensation insurance. NWOSU shall provide workers' compensation and unemployment compensation coverage as required by applicable law.
6. Neither NWOSU nor SPS shall compensate Practicum Students during their fieldwork/observational experience under this Agreement. This field experience opportunity is purely for the benefit of Practicum Students.

C. RESPONSIBILITIES OF SPS:

1. SPS will provide qualified personnel for the guidance of Practicum Students who are placed with SPS and provide direct guidance, supervision, and involvement for those Practicum Students and will work with a faculty member assigned by NWOSU in directing and evaluating the field or clinical experience.

2. SPS will provide Occupational Safety and Health Administration (OSHA) training to all Practicum Students. This training must be completed prior to the classroom experience.
3. SPS will provide appropriate and adequate facilities for learning purposes including sufficient space for teaching purposes and conferences with students.
4. SPS will provide instructional materials, library facilities, and other training aids as needed to the faculty/liason and Practicum Student for training purposes. SPS will inform NWOSU of any change in policy, rules, or regulations which will affect Practicum Students or faculty of NWOSU.

D. NON-DISCRIMINATION and EQUAL EMPLOYMENT:

The parties shall at all times comply with all federal laws relating to nondiscrimination, including, but not limited to, and the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. § 4212; the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq.; the Age Discrimination in Employment Act, 42 U.S.C. § 6101 et seq.; and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity, both to those seeking employment and those seeking services, without regard to race, religion, color, national origin, sex, pregnancy, gender, gender expression or identity, disability, genetic information, veteran status, sexual orientation, or age in the performance of this Agreement.

E. CONFIDENTIALITY OF RECORDS:

The parties agree to abide by all legal requirements with respect to confidentiality of students' personal information and education records, including, but not limited to the Family Education Rights and Privacy Act of 1974, § 1232g ("FERPA"), and applicable regulations, and state law protecting privacy rights in education and juvenile records: OKLA. STAT. tit 51, § 24A.16 and OKLA. STAT. tit. 10A, §§ 2-6-101 – 2-6-110.

F. DISCLAIMER OF INTENT TO BECOME PARTNERS:

This Agreement does not create a partnership, agency, joint venture, employment, or third-party beneficiary contract. Neither party to this Agreement is a principal, partner, co-venturer, franchisee, or employee of the other, and neither party to this Agreement will make any representation to the contrary to any person or take any action which would imply otherwise.

G. INSURANCE REQUIREMENTS:

Each party shall purchase at its own cost and maintain insurance policies, or be self-insured, in support of their obligations and consistent with their identification as political subdivisions of the State of Oklahoma and specific provisions of Oklahoma's Governmental Tort Claims Act.

H. RESPONSIBILITY FOR ACTIONS:

Each party shall be solely responsible for its own actions and the acts and omissions of its employees, officers, directors, and affiliates. A party shall not be liable for any claims, demands, actions, costs, expenses, and liabilities, including reasonable

attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. The parties are each a political subdivision of the State of Oklahoma, and their liability shall be governed by the Oklahoma Governmental Tort Claims Act.

I. CHOICE OF LAW AND VENUE:

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.
2. Jurisdiction and venue for any dispute concerning this Agreement shall be the State of Oklahoma, District Court of Payne County.

J. SEVERABILITY:

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

K. NO ASSIGNMENT:

Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

L. BINDING EFFECT:

This Agreement shall be binding upon, and shall insure to the benefit of, the parties and their respective legal representatives, successors, and assigns.

M. RIGHTS CUMULATIVE; NO WAIVER:

No right or remedy conferred in this Agreement upon or reserved to SPS is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either SPS or NWOSU to insist upon the strict observance or performance of any of the provisions in this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

N. NO THIRD-PARTY BENEFICIARIES:

This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by anyone other than the parties to this Agreement.

O. ENTIRE AGREEMENT:

Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and other communications between the parties relating to the Agreement.

P. AMENDMENTS:

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

Q. SURVIVAL OF PROVISIONS:

The expiration or termination of this Agreement will not affect the rights or obligations of either party with respect to confidentiality or liability.

R. NOTICES:

Any and all notices, consents, or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or number set forth below the signatures of the parties.

"SPS"

Stillwater Public Schools
Independent School District No. 16 of
Payne Count, Oklahoma

Signature

Dr. Marshall Baker
President
Stillwater Public Schools
Board of Education

Contact Address/Phone/Email:
314 S. Lewis Stillwater, OK 74074
405-707-5026
emcbee@stillwaterschools.com

"NWOSU"

Northwestern Oklahoma State University



Signature

Chair
Division of Education

Contact Address/Phone/Email:
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