

Educational Affiliation Agreement

Between

**Independent School District No. 16 of Payne County, Oklahoma
D/B/A Stillwater Public Schools**

And

Oklahoma State University School of Kinesiology, Applied Health and Recreation

THIS AGREEMENT is entered into this 1st day of July 2024, by and between Stillwater Public Schools Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as the Facility, and OKLAHOMA STATE UNIVERSITY, on behalf of its SCHOOL OF KINESIOLOGY, APPLIED HEALTH AND RECREATION, hereinafter referred to as the College.

WHEREAS, the College desires to secure fieldwork/observational experience for its students and the Facility is capable of providing this experience to support this intern/student teaching/ student observation program and maintains facilities suitable to provide desired experience for students of the College.

THEREFORE, The PARTIES AGREE TO THE FOLLOWING:

A. RESPONSIBILITIES OF THE COLLEGE:

1. The College will instruct its students to abide by all policies, procedures and rules of the Facility. In matters relating to pupil activities, students will take direction from authorized Facility personnel.
2. The College agrees to provide a verifiable Oklahoma State Bureau of Investigation (OSBI) background check that has been completed within one academic year, or have the Facility do a background check at the cost of \$21.00 for students. The completion of the OSBI name check will not necessarily require Facility to accept the candidate in a field experience/internship.
3. All student participants must be mutually acceptable to both parties and either party may withdraw a student from the program if they believe it is not in the best interest of the student or the program to continue.
4. The College, as an agency of the State of Oklahoma, is self-insured. Liability coverage is provided under the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Section 151 et seq. The College shall be liable only to the limits contained therein. The College will not be responsible for maintaining coverage for any liability arising from the acts and/or omissions of the employees, representatives or agents of the Facility.

4. The College understands and agrees that its personnel, faculty and students are not eligible for coverage under any of Facility's benefit plans or programs of whatever kind or nature, including without limitation, Facility's workers' compensation insurance and unemployment compensation insurance. The College shall provide workers' compensation and unemployment compensation coverage as required by applicable law.
5. Both parties understand and acknowledge that the College's students shall not be considered employees of either College or Facility.

B. RESPONSIBILITIES OF THE FACILITY:

1. The Facility will provide qualified personnel for the guidance of students who are placed with the Facility for programs and provide direct guidance, supervision and involvement for those students. If necessary and able, the Facility will have field experiences through virtual tools and/or videos.
2. The Facility will provide Occupational Safety and Health Administration (OSHA) training. This training must be completed prior to the on site experience.
3. The Facility will provide appropriate and adequate facilities for learning purposes including sufficient space for teaching purposes and conferences with students.
4. The Facility will provide instructional materials, library facilities, and other training aids as needed to the faculty/liaison and student of the College for training purposes. The Facility will inform the College of any change in policy, rules or regulations which will affect the students or faculty of the College.
5. The Facility will maintain adequate insurance to provide coverage for the liabilities arising from the acts and/or omissions of employees, representatives or agents of the Facility who are participating in the internship program with the College.

C. DURATION

1. The effective date of this agreement is July 1, 2024 until June 30th, 2025. It shall continue in force until cancelled by written notice by either party to the other, no less than one semester in advance of the desired date of termination.

D. NON-DISCRIMINATION

1. During the period of this agreement, the College agrees to comply with TITLE VII of the Civil Rights Act of 1964, TITLE IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973 and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age or disability. Executive Order 11246 and Executive Order 75-5 are both incorporated herein by reference and applicable to this agreement.

E. ANNUAL REVIEW

1. This agreement will be reviewed annually. It may be altered or modified in writing by mutual written consent of the Facility and the College.

COLLEGE

OSU School of Kinesiology, Applied Health and Recreation



Signature

Dr. Bert Jacobson
School Head
School of Kinesiology, Applied Health and Recreation

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FACILITY

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

Signature

Dr. Marshall Baker
President
Stillwater Public Schools Board of Education

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