



UNIVERSITY OF
Central Oklahoma

**AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF CENTRAL
OKLAHOMA
AND
STILLWATER PUBLIC SCHOOLS**

THIS AGREEMENT is made and entered into as of the **13th day of January 2026** between **the University of Central Oklahoma** (the "School"), and **Stillwater Public Schools** (the "Facility").

1. Field Experience. The School and Facility agree to arrange professional field experience ("Field Experience") for **Kinesiology & Health Studies** Students ("Students") at the Facility. The School and the Facility shall mutually determine the scope of the Field Experience programs, the schedule of student assignments and the number of Students who may participate in the Field Experiences.

2. Term. The term of this Agreement shall be for the period commencing **January 13, 2026**, and ending **June 30, 2026**, unless terminated earlier as provided in this Agreement. After the initial term, this Agreement shall continue in effect for additional periods of one year each unless one party notifies the other at least 90 days prior to the end of the initial term or any extended term of its intent to terminate this Agreement at the end of such term, in which event this Agreement shall terminate at the end of the then-current term. However, notification by a party of its intent not to renew shall not affect students currently enrolled and participating in Field Experiences.

3. Responsibilities of the School.

a. The School shall designate a School employee or another individual retained by the School (the "Faculty Supervisor") to serve as the coordinator for the Field Experiences to work directly with Facility personnel, coordinate all the activities of Students, and instruct and supervise Students during the Field Experiences.

b. For each Instructor and Student who will participate in the Field Experiences, the School certifies that the Student has completed a complete Hepatitis B vaccination series; MMR vaccinations(s) or positive titer(s); and a criminal background check.

c. The School shall require Students to have transportation to and from the Facility, to arrive and depart promptly, and to park in areas designated by the Facility.

d. The School shall require that each Student before beginning the Field Experience have current CPR certification that meets standards acceptable to the Facility.

e. The School shall be responsible for planning and implementing the educational program, including administration, programming, curriculum content, books and materials, faculty appointments, eligibility and admission criteria, Student selection, matriculation, promotion, graduation, Student performance evaluation, Instructor performance evaluation, references and all academic aspects of the Field Experience programs.

f. The School shall require the Faculty Supervisor, each Faculty member and each Student to read and be familiar with the policies, rules, regulations and procedures of the Facility.

4. Responsibilities of the Facility.

a. The Facility shall designate a Facility employee to serve as its coordinator (the "Facility Coordinator") for the Field Experiences and to work directly with the Faculty Supervisor and Instructors to plan and coordinate the Field Experiences.

b. The Facility shall provide the Faculty Supervisor with copies of the Facility's policies, rules, regulations and procedures that are applicable to Students' and Instructors' participation in the Field Experiences. .

c. The Facility shall provide an orientation to the Student and Faculty that includes a tour of the Facility and addresses any facilities or procedures of a particular Facility department pertinent to the Field Experiences.

d. The Facility shall permit Students and Instructors to assist in the provision of exercise and fitness assessment and programming, patient care, and wellness promoting activities, to Facility priority populations, subject to reasonable Facility restrictions which have been communicated to the School and its Faculty Supervisor in advance.

e. The Facility shall provide parking in designated areas for Students and Instructors.

f. The Facility shall permit the School and its accreditation agencies to visit, tour and inspect the Facility's facilities and records relating to the Field Experiences on reasonable notice during the Facility administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the Facility, and minimizing disruption or interference with Facility operations, including health promotion activities.

g. The Facility shall make its facility, classrooms, venues, conference rooms and library facilities available to the School for Field Experiences, without charge, subject to availability and Facility policies regarding use of its facilities.

h. The Facility shall make available to Students and the Faculty Supervisor, the Facility's Emergency Action Plan, evaluation plan and any emergency care equipment if an emergency arises.

5. Conflicts and Removal of Students or Instructors. If a conflict arises between an employee of the Facility, on the one hand, and an Instructor or Student, on the other, the Faculty Supervisor and Facility Coordinator shall intervene in an attempt to resolve the matter. The Facility may require that the School immediately remove a Student or Instructor from a Field Experience when the Facility believes that the individual exhibits inappropriate behavior, is disruptive, does not comply with Facility rules or policies, or poses a threat to the health, safety or welfare of another students, clients, patient, employee or any other person. In addition, upon receipt of the Roster or at any time after a Field Experience begins, the Facility may refuse to allow any Student or Instructor to participate in the Field Experience if the individual has an unfavorable record with the Facility from previous employment, another field experience or any other reason.

6. Representations and Warranties of the School. The School represents and warrants to, and covenants with, the Facility as follows:

a. Each Student is currently enrolled at the School. Students who are under 18 years of age have obtained written permission of a parent or guardian to participate in the Field Experience; if the Student is an emancipated minor, then the Student has furnished written authorization to participate in the Field Experiences.

b. Students are required to wear appropriate professional attire related to the Facility standards, be well-groomed, and make a neat appearance while at the Facility. Students may check out name badges issued by the School.

c. A Student may perform duties and procedures for which he or she has been prepared academically, but not any others.

d. The School shall continuously monitor and evaluate the competence and performance of each Student and shall remove from a Field Experience any Student who is not competent or qualified to participate in the Field Experience. Students must be under direct supervision at all times; both verbal and visual.

e. The Instructors are experienced, qualified and currently competent to provide the services that are required of them for the Field Experiences and any services required of them under this Agreement.

f. The School has provided the Faculty Supervisor, Instructors, and Students with training on the Facility's policies and procedures with respect to protected health information that is necessary and appropriate for them to carry out the activities contemplated by this Agreement as required by applicable provisions of the Health Information Portability and Accountability Act of 1996 and regulations.

h. The School has not been excluded, debarred, or otherwise made ineligible to participate in any federal healthcare program as defined in 42 USC § 1320a-7b(f).

i. All information that has been furnished to the Facility concerning the School, Students and Instructors is true and correct in all respects.

j. All representations and warranties in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations and warranties become inaccurate in any way, the School shall immediately notify the Facility.

7. Employees of the School. Other than any Facility employee designated as an Instructor as permitted in this Agreement, the School and not the Facility is the employer of the Instructors and Faculty Supervisor. The School shall be responsible for (a) the compensation and benefits payable and made available to the Instructors and Faculty Supervisor, and (b) withholding any applicable federal and state taxes and other payroll deductions as required by law.

8. Insurance Coverage. The School represents that it and its faculty are self-insured and subject to the Oklahoma Governmental Tort Claims Act. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement. During the term of this Agreement, the School shall require Students to maintain, and each Student shall continuously maintain professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and with such coverages as may be acceptable to the Facility. The School agrees to furnish verification of professional liability insurance covering the participating Faculty. Upon request, the School shall arrange for the Students to provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policies shall provide that they may not be cancelled or terminated without giving the Facility at least 30 days advance notice of cancellation or termination.

9. Termination.

a. Termination for Cause. The Facility may immediately terminate this Agreement for cause upon notice to the School upon the occurrence of any of the following events: (i) the failure of the School to require Students to maintain insurance coverage as required by this Agreement; or (ii) the School fails to bar a Student from participating in a Field Experience after the Facility has informed the School to remove a Student for reasons permitted under this Agreement.

b. Termination for Material Breach. If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement by giving at least 30 days prior written notice to the defaulting party, specifying in reasonable detail the nature of the default, unless the defaulting party remedies the default within the 30 day period. This provision shall not constitute an election of remedies by either party, and each party shall have and retain all rights and remedies that may be available at law or in equity in the event of breach or default by the other party.

10. Responsibility for Actions. Each party shall be responsible for its own acts and omissions 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 School's liability, if any, shall be governed by the Oklahoma Governmental Tort Claims Act.

11. Disclaimer of Intent to Become Partners. The Facility and the School shall not by virtue of this Agreement be deemed to be partners or joint venturers. Neither party shall incur any financial obligation on behalf of the other.

12. 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 numbers set forth below the signatures of the parties.

13. Confidentiality. The School shall require Faculty Supervisors, Instructors and Students to keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including information on patients, priority populations, and patient data unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the School, its Faculty Supervisors, Instructors or any of the Students, or (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority. The School, Faculty Supervisors, Instructors, and Students shall not use such information except as required to provide population health services in the Field Experiences.

14. HIPAA Compliance.

a. The School shall require the Faculty Supervisors, Instructors, and Students to appropriately safeguard the protected health information of patients in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time ("HIPAA"), and applicable law. Instructors and Students may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.

b. With respect to information obtained or received from the Facility, the School shall: (i) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (iii) report to the Facility any use or disclosure of the information not provided for by this Agreement of which the School becomes aware; and (iv) require that any agents, including a subcontractor, to whom the School provides protected health information received from, or created or received by the School on behalf of, the Facility agrees to the same restrictions and conditions that apply to the Facility with respect to such information.

15. Rights in Property. All supplies, fiscal records, client or patient charts, patient records, medical records, X-rays, computer-generated reports, pharmaceutical supplies, drugs, drug

samples, memoranda, correspondence, instruments, equipment, furnishings, accounts and contracts of the Facility shall remain the sole property of the Facility.

16. Non-Discrimination. Except to the extent permitted by law, the Facility; the School, Instructors, and Students shall not discriminate on the basis of race, color, creed, sex, age, religion, national origin, disability, sexual orientation, or veteran's status in the performance of this Agreement. As applicable to the School, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The School represents that, except as permitted by law, all services are provided without discrimination on the basis of race, color, creed, sex, age, religion, national origin, disability, sexual orientation or veteran's status; that it does not maintain nor provide for its employees any segregated facilities, nor will the School permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the School agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran' s Assistance Act of 1974, 38 U.S.C. Section 4212.

17. Sexual Harassment: Federal law and the policies of the School prohibit sexual harassment of School employees or students. Sexual harassment includes any unwelcome sexual advance toward a School employee or student, any request for a sexual favor from a School employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for School employees, or a hostile or offensive academic environment for School students. Facility is required to exercise control over their employees, agents and subcontractors so as to prohibit acts of sexual harassment of School employees and students. Further disciplinary actions may be taken as warranted.

18. Facility Policies and Procedures. The School shall, and the School must require Instructors and Students to, comply with the policies, rules, and regulations of the Facility as provided to the School by the Facility.

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

20. No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

21. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors, and permitted assigns.

22. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

23. Rights Cumulative: No Waiver. No right or remedy conferred in this Agreement upon or reserved to the Facility 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 the Facility or the School to insist upon the strict observance or performance of any of the provisions of 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.

24. Force Majeure. Neither the Facility nor School shall be liable for any breach of this agreement if the failure to perform the contract arises out of causes beyond the control, and without the fault or negligence of the Facility or School. Such causes may include, but are not restricted to: acts of God or of the Public Enemy, Acts of the Government in either its sovereign or contractual capacity, Fires, Floods, Epidemics, Quarantine Restrictions, Strikes, Freight Embargoes, and Unusually Severe Weather, but in every case the failure to perform must be beyond the control and without fault or negligence of the Facility or School. If the failure to perform is caused by default of a subcontractor of either party, and if such default arises out of causes beyond the control of either the Facility or School, whichever the case may be, and subcontractor, and without the fault or negligence of them, the Facility/School shall not be liable for any failure to perform.

25. 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.

26. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

Signatures on the following page

SCHOOL:
University of Central Oklahoma
100 University Dr.
Edmond, OK 73034

FACILITY:
Stillwater Public Schools
314 S. Lewis Street
Stillwater, OK 74074

By: Charlotte K. Simmons
Charlotte K. Simmons (Jan 5, 2026 13:37:43 CST)

By: _____

Title: Provost and VP for Academic Affairs

Title: President – Board of Education

Date: 01/05/2026

Date: January 13, 2026

BLD Dean Approval

01/05/2026

 General Counsel approved as to form
Kendall Parrish

01/05/2026

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Final Audit Report

2026-01-05

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