

Internship Site 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 made and entered into as of September 1, 2025, between the Oklahoma State University School of Kinesiology, Applied Health and Recreation (the “School”), and Stillwater Public Schools' Athletics Department (the “Facility”).

1. Preceptorship. The School shall arrange a precepted internship experience (“Preceptorships”) for Oklahoma State University- School of Kinesiology, Applied Health and Recreation Students (“Students”) at the Facility where the internship site field supervisor (“Preceptor”) practices. The School and the designated Preceptor shall mutually determine the scope of the Student experience based upon the current level of education. The Student and the Preceptor will establish a mutually agreed upon schedule for when the Student will be able to gain practical experience at the Preceptor’s facility. The Preceptor will be at the internships setting, overseeing and directing the activities of the Student. Any changes in the schedule by the Student must be made with the approval of the School’s assigned faculty member (“Instructor”).
2. Term. The term of this Agreement shall initially be for the period of the Preceptorship, commencing September 1, 2025 until June 30, 2026 or until one or both parties elect to terminate the Agreement. Notification by a party of its intent *not* to renew shall not affect Students currently enrolled and participating in the Preceptorships.
3. Responsibilities of the School.
 - a. The School shall designate a School employee or faculty member retained by the School (the “Preceptor Coordinator”) to serve as the coordinator for the Preceptorships to work directly with Facility personnel and coordinate the activities of Students.
 - b. The School 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 complete a background check at the cost of \$22.00 for students. The completion of the OSBI name check will not necessarily require Facility to accept the candidate in an internship.
 - c. The School shall designate one or more Instructors to supervise Students during the Preceptorship.
 - d. The School shall provide contact information for the Student’s assigned Instructor for any questions or concerns that may arise during the Preceptorship.
 - e. The School shall require, prior to beginning the Preceptorship, that each Student and Instructor have current CPR certification that meets standards acceptable to the Facility.
 - f. The School shall instruct Students that they are not permitted to perform any procedures that they have not been educated on or had previous practice in or that fall outside the scope of current practice as a applied exercise science student, except as directly supervised by the designated Preceptor.
 - g. The School shall instruct Students that any communication regarding an athlete with other health care providers should always include the designated Preceptor.

- h. 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.
- i. The Preceptor and/or Facility retain responsibility for patient/client/customer care.
- j. 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 (except for evaluation by the Preceptor), Instructor performance evaluation, and all academic aspects of the dietetics/nutritional sciences program.

4. Responsibilities of the Facility and/or Preceptor.

- a. The Facility and/or Preceptor may designate a Facility employee to serve as its coordinator to work directly with the Student and Instructor to plan and coordinate the Preceptorship.
- b. The Facility shall provide the Preceptor with copies of the Facility's policies, rules, regulations, and procedures that are applicable to Students' and Instructors' participation in the Preceptorship.
- c. The Facility will provide Occupational Safety and Health Administration (OSHA) and Family Educational Rights and Privacy Act (FERPA) trainings for the Student. This training must be completed prior to the on site experience.
- d. The Facility coordinator or Preceptor shall provide an orientation to the Student that includes a tour of the Facility and addresses any facilities or procedures of a particular clinical area pertinent to the Preceptorship.
- e. The Facility shall permit Students to assist in the provision of medical and nursing care or other ancillary health care services to patients seen at the Facility under the Preceptors guidance and supervision. The Facility and/or Preceptor may restrict Student activities, including any patient care activities, at the Facility.
- f. The Facility shall provide parking in designated areas for Students and Instructors.
- g. The Facility shall permit the School and its accreditation agencies to visit, tour, and inspect the facilities and records relating to the Preceptorship on reasonable notice during the Facility administrations' regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the Facility, and minimizing disruption or interference with Facility operations, including patient care activities.
- h. The Facility shall make its classrooms, conference rooms, and library facilities available to the Student and Instructor for the Preceptorship, without charge, subject to availability and Facility policies regarding use of its facilities.
- i. The Facility shall make available emergency care and treatment to Students and Instructors, as necessary and within the scope of the facility, subject to its usual charges.

5. Conflicts and Removal of Students or Instructors. If a conflict arises between an employee of the Facility and an Instructor or Student, the Instructor and Preceptor shall intervene in an attempt to resolve the matter. The Facility may require the School immediately remove a Student or Instructor from a Preceptorship when the Facility believes 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 a patient, employee, or any other person. In addition, the Facility may refuse to allow any Student or Instructor to participate in the Preceptorship if the individual has an unfavorable record with the

Facility or Preceptor from previous employment, another clinical rotation, or any other reasonable 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 Preceptorship; if the Student is an emancipated minor, then the Student has furnished written authorization to participate in the Preceptorship.
 - b. Students are required to wear name badges issued by the Facility (if applicable), professional attire, and to be well-groomed and neat in appearance while at the Facility. Students and School agree that Students will comply with the dress code required by the Facility.
 - c. A Student may perform duties and procedures for which he or she has been prepared academically and is within the scope of practice of an applied exercise science student. Instructional techniques (coaching) for which the Student has been academically prepared may be performed only under direct supervision of the designated Preceptor.
 - d. The School shall continuously monitor and evaluate the competence and performance of each Student and shall remove from a Preceptorship any Student who is not competent or qualified to participate in the Preceptorship.
 - e. The Instructors are experienced, qualified, and currently competent to provide the services required of them for the Preceptorship and any services required of them under this Agreement.
 - f. The School has provided the Instructor 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 (HIPAA) of 1996 and regulations.
 - g. The School has not been excluded, debarred, or otherwise made ineligible to participate in any federal health care program as defined in 42 USC § 1320a-7b(f).
 - h. All information furnished to the Facility concerning the School, Students, and Instructors is true and correct in all respects.
 - i. 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. The School, and not the Facility, is the employer of the Instructors. The School shall be responsible for (a) the compensation and benefits payable and made available to the Instructors, and (b) withholding any applicable federal and state taxes and other payroll deductions as required by law.
8. Liability Insurance Coverage. It is agreed that the parties intend that each shall be responsible for its own negligent and intentional acts and omissions. The School's liability is governed by the Oklahoma Governmental Tort Claims Act and upon execution of this Agreement shall provide a verification of insurance from the Office of Management & Enterprise Services to the Facility evidencing such coverage.

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 maintain insurance coverage as required by this Agreement; or (ii) the School fails to bar a Student from participating in a Preceptorship 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 day's 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. 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 Students, employees, officers, directors, or agents to perform any of their obligations under this Agreement.

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 mail, postpaid, to the addresses or numbers set forth below the signatures of the parties.

13. Confidentiality. The School shall, and the School must require Instructors and Students to keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including patient information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the School or any of the Students, or (b) is required to be disclosed by law or by a judicial, administrative, or regulatory authority. The School, Instructors, and Students shall not use such information except as required to provide patient care services during the Precepted Experience.

14. HIPAA Compliance.

- a. The School must, and the School shall require the 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. FERPA Compliance. School and Facility agree to protect the privacy of student educational records and to refrain from use or disclosure of a Student's educational records without the Student's written consent or as otherwise allowed without consent under the federal Family Educational Rights and Privacy Act and the regulations promulgated thereunder ("FERPA") as applicable to the records in question. School agrees to have each Student sign an appropriate consent form when necessary to comply with FERPA and/or other laws for the exchange/disclosure of educational records and student health records. The School will not be obligated to provide and Facility requests not to receive any Student information except as permissible under FERPA and necessary for the student to train at the Facility.
16. Rights in Property. All supplies, fiscal records, 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.
17. 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, 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, 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, 38U.S.C. Section 4212.
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.

Governing Law. This Agreement and any disputes arising under it shall be governed by the laws of the State of Oklahoma, without regard to its choice of law provision. The validity, construction, and enforcement of this Agreement shall also be governed by the laws of the State of Oklahoma, without regard to its choice of law provisions. The parties agree that any legal action relating to this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

22. 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.

23. 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.

24. Merger. This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

25. 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.

School:

**Oklahoma State University
101 Whitehurst
Stillwater, OK 74078**

By Jeanette Mendez Date 7/21/25
(Signature)

Name: Dr. Jeanette Mendez

Title: Provost and Senior Vice President– Oklahoma State University

Facility:

**Stillwater Public Schools
314 S Lewis St
Stillwater, OK 74074**

By _____ Date _____
(Signature)

Name: Roberta Douglas

Title: President - Stillwater Public Schools Board of Education

Additional Contact Information:

Director of Federal and OSU Programs
Elizabeth McBee
314 S Lewis St
Stillwater, OK 74074
405-707-5026
emcbee@stillwaterschools.com