



STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Dr. Janet Vinson, Assistant Superintendent
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4M

Educational Services Contracts for FY 24-25:

- 1) Advanced Therapy Solutions (Speech/Occupational Therapy Evaluations Agreement)
- 2) ARH Therapy, Inc (Occupational Therapy Services Agreement)
- 3) Aspire Oklahoma LLC (Behavioral Consultation Services Agreement)
- 4) CCOSA (District Level Services Program Agreement)
- 5) Counseling and Behavioral Specialists of Oklahoma, LLC (Behavioral Therapy Services Agreement)
- 6) CREOKS Health Services (Behavioral Consultation Services Agreement)
- 7) Danielle Torres (Psychology Services Agreement)
- 8) Educational Diagnostic Testing Services, LLC (Psychology Services Agreement)
- 9) Evaluation Works, LLC (Psychology Services Agreement)
- 10) Golden Oaks Village of Stillwater, LLC (Early Childhood Partnership)
- 11) GRAND Mental Health Center (Counseling Services Agreement)
- 12) Hughton Mifflin Harcourt Math 180/Read 180 (Instructional Program Purchase Agreement)
- 13) Hometeam Behavioral Health, LLC (Applied Behavioral Analysis Services Agreement)
- 14) Infinite Campus (Student Information Services Agreement)
- 15) Instructure (Student Learning Management Systems Agreement)
- 16) Kari Fields (Physical Therapy Services Agreement)
- 17) Kathryn Beaman (Behavioral Consultation Services Agreement)
- 18) Meridian Technology (Gateway to Technology Program Agreement)
- 19) Motor Mouth Therapy, LLC (Occupational Therapy Services Agreement)
- 20) NWEA (Instructional Program Purchase Agreement)
- 21) Oklahoma Department of Human Services (School Based Services Agreement)
- 22) Oklahoma Department of Rehabilitation Services (Transition School-to-Work Work Study Agreement)
- 23) Oklahoma State University Office of Educator Support (Student Teaching Affiliation Agreement)
- 24) OK Therapy Consultants (Occupational Therapy Services Agreement)
- 25) Payne County Youth Services, Inc. (Counseling Services Agreement)
- 26) Shannan Frohock (Hearing Impaired Students Agreement)
- 27) Stillwater First United Methodist Church (Early Childhood Services Agreement)
- 28) TheraBrand/Angela Brand Physical Therapy, LLC (Physical Therapy Services Agreement)
- 29) Therapy Specialists (Speech/Language Evaluation Services Agreement)
- 30) Turning Point Ranch Foundation (Therapeutic Horseback Riding Program Agreement)

BOARD ACTION REQUESTED:

Motion to Approve Contracts for 2024-2025.

BACKGROUND INFORMATION:

1) Speech-Language Therapy Services with Advanced Therapy Solutions
Advanced Therapy Solutions provides special education evaluations for Occupational Therapy and Speech Language when a parent has requested an Independent Educational Evaluation. They may also provide evaluations for the district during the summer months when employees of the district are not on contract.

- 2) Occupational Therapy Services Agreement with ARH Therapy, Inc.
Andrea Hutchings is an Occupational Therapist with ARH Therapy who provides Occupational Therapy for special education students across the district as mandated by the students' IEPs. These services include evaluations, consultations, meeting attendance, report writing, and supervision of COTAs.
- 3) Behavioral Consultation Services Agreement with Aspire Oklahoma, LLC.
This agreement allows Aspire staff to enter SPS school buildings for the purpose of observation and consultation related to children who are their clients. This service is not billable to the district. Aspire staff works with school staff to develop plans that address behaviors in the school setting.
- 4) District Level Services Contract with CCOSA
CCOSA agrees to provide legal and financial services as well as professional learning opportunities for SPS at the rate of \$2,500 for 2024-2025. CCOSA will also provide IT services, website services, administrative management services, student achievement and district and state level education analytics at discounted rates.
- 5) Counseling and Behavioral Therapy Services Agreement with Counseling and Behavior Specialists
This agreement allows CBSO staff to enter SPS school buildings for the purpose of observation and consultation related to children who are their clients. This service is not billable to the district. CBSO staff works with school staff to develop plans that address behaviors in the school setting.
- 6) Counseling Services Agreement with CREOKS Health Services
CREOKS agrees to work with Stillwater Public Schools to provide licensed mental health counseling services for any student regardless of insurance status at the elementary and secondary schools. There will be no charge to the district for these services.
- 7) Psychology Services Agreement with Danielle Torres
Danielle Torres is a certified School Psychologist who provides psycho-educational evaluations for students who are being considered for special education eligibility or are already placed in special education. She also reviews records to determine if students require additional evaluations and attends Manifestation Determination Review meetings for special education students who have been suspended.
- 8) Psychology Services Agreement with Educational Diagnostic Testing Services, LLC
Tamara Schrick is a certified School Psychologist with Educational Diagnostics Testing Services, LLC who provides psycho-educational evaluations for students whose parents have requested an Independent Educational Evaluation. This contract will allow the district to meet federally mandated timelines associated with IDEA and Section 504.
- 9) Psychology Services Agreement with Evaluation Works, LLC
Dr. Jose Hernandez is a certified School Psychologist with Evaluation Works, LLC who provides psycho-educational evaluations for students who are being considered for special education eligibility or are already placed in special education. He also reviews records to determine if students require additional evaluations and attends Manifestation Determination Review meetings for special education students who have been suspended.
- 10) Early Childhood Partnership Agreement with Golden Oaks
Golden Oaks, LLC agrees to partner with Stillwater Public Schools for the development of an "intergenerational" early childhood educational program for four-year-old children. Golden Oak's elderly residents are given the opportunity to interact with and participate in limited aspects of the program as classroom volunteers. Golden Oaks will provide the classroom space for the program.
- 11) Counseling Services Agreement with Grand Mental Health Center
Grand Mental Health Center agrees to work with Stillwater Public Schools to provide licensed school-based mental health counseling services for any student regardless of insurance status at the elementary and secondary schools. The services provided shall include, without limitation, crisis assessments and evaluations determining specific therapeutic needs; plan and provide appropriate therapies and activities; access, modify and improve the services provided for each student as dictated by the student's individual needs and consistent with the term of this agreement; orient, train and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom; and providing verbal and/or written reports to the district as needed.

12) Instructional Program Purchase Agreement with HMH Math 180/Read180

HMH's Math 180/Read180 program is provided through a digital platform that directly syncs with the screener NWEA. Once a student has been assessed through NWEA, it places a student immediately into various options based on a school site's implementation plan. Secondary students will have targeted instruction in reading to support academic progress through age appropriate texts so that students can also gain self-efficacy.

13) Applied Behavioral Analysis Services Agreement with Hometeam Behavioral Health, LLC

This agreement allows Hometeam Behavioral Health staff to enter SPS school buildings for the purpose of observation and consultation related to children who are their clients. This service is not billable to the district. Hometeam staff works with school staff to develop plans that address behaviors in the school setting. This is a new contract.

14) Student Information Services Agreement with Infinite Campus

Campus Learning is a suite of learning tools that pairs with our current student information system, Infinite Campus. The \$12,040 that will be spent to purchase Campus Learning will provide a grade pass back feature with Canvas for eligibility reporting, lesson planning tools within Infinite Campus that are available for all sites and a standard based assessment system.

15) Student Learning Management Systems Agreement with Instructure

Instructure is the company through which we purchase Canvas, the most widely used learning management system in secondary and post secondary schools. Canvas was piloted in the 2023'-2024' school year with a select group of teachers at the junior high. After piloting this platform and a positive response from teachers we have decided to move to a full implementation of Canvas at both SJHS and SHS. This \$53,968.80 purchase covers the expense of student and teacher licenses, studio licenses, and 24x7 tier one support. This purchase supports both our 1:1 initiative and secondary student's transitions into post secondary education.

16) Physical Therapy Services Agreement with Kari Fields

Kari Fields is a Physical Therapist who provides PT for special education students across the district as mandated by the students' IEPs. These services include evaluations, consultations, meeting attendance, and report writing.

17) Classroom Observation Experience with Kathryn Beaman

This agreement allows Dr. Kathryn Beaman to enter SPS school buildings for the purpose of observation and consultation related to children who are their clients. This service is not billable to the district. Dr. Beaman works with school staff to develop plans that address behaviors in the school setting.

18) Gateway to Technology Program Agreement with Meridian Technology Center

Stillwater Public Schools will provide the Stillwater Middle School Gateway to Technology Program and Meridian Technology Center will provide supplemental funding for the program in the sum of \$50,000.00. The funding award is for classroom and/or lab costs of the program. The program for 6th - 8th grade students is designed to actively engage learners in hands-on projects and career exploration in an effort to increase student interest in viable careers and continued education and training. This grant will continue on an annual basis as long as adequate funding is available and program evaluations continue to provide positive indicators for continued support.

19) Occupational Therapy Services Agreement with Motor Mouth Therapy

Motormouth Therapy provides Certified Occupational Therapy Assistant (COTA) services to the district. The Motormouth COTAs work with and are supervised by a district Occupational Therapist while providing therapy services to special education students across the district.

20) Instructional Program Purchase Agreement with NWEA

NWEA is a vendor that provides an online digital platform for educators to screen students in reading, math, science, and other targeted areas at the secondary level. The purpose of using NWEA is for beginning-of-the-year, middle-of-year, and end-of-year data to measure student growth in math and reading. The Middle School successfully used this tool for the 23-24 school year and the district is now adopting it for use in 6th -12th grades.

21) School-Based Services Agreement with Oklahoma Department of Human Services

The OKDHS agreement will provide a School-Based Specialist to be placed in the school. The School-Based Services Program is a contractual and collaborative partnership between OKDHS and local school districts. Through the partnership, a School-Based Specialist (SBS) is placed in the school with the dedicated purpose of providing a human service connection and support to the children and families served by the school, as well as

the school's teachers and administrators. SPS will provide office space and pay 20% of the salary, benefits and administrative costs.

22) Transition School to Work Agreement with Oklahoma Department of Rehabilitation Services

SPS partners with Oklahoma Department of Rehabilitation Services to provide transition services and training in a vocational setting for special education students. This partnership allows students to be able to work in community-based settings and receive payment from the district which is reimbursed by OKDRS.

23) Student Teaching Affiliation Agreement with Oklahoma State University Office of Educator Support

The agreement with OSU OES concerns the field clinical experiences for OSU students within Stillwater Public Schools. The students will be required to submit a cleared background check. Upon completion of the field clinical experience and online evaluation, OSU OES will award cooperating teachers with Certificates of Professional Development which are tuition waivers for courses at OSU.

24) Occupational Therapy Services Agreement with Oklahoma Therapy Consultants

Oklahoma Therapy Consultants provides Occupational Therapy for special education students across the district as mandated by the students' IEPs. These services include evaluations, consultations, meeting attendance, report writing, and supervision of COTAs.

25) Counseling Services Agreement with Payne County Youth Services, Inc.

Payne County Youth Services, Inc. agrees to work with Stillwater Public Schools to provide licensed counseling services for Stillwater Public Schools students who are referred for counseling by their school counselors. The services provided shall include, without limitation, development of a counseling treatment plan for each student, providing counseling on an ongoing basis, providing consultations with teachers and parents as needed, participation in student-focused and program-focused meetings and completing documentation forms.

26) Consultant Services for Hearing Impaired Students Agreement with Shannan Frohock

Shannan Frohock is a certified teacher for the Deaf and Hard of Hearing. She develops and implements IEPs for all students in the district who have been identified as having Hearing Impairment or Deafness. She also provides consultation and records reviews for students who have Central Auditory Processing impairments. This includes management of audio equipment placed in classrooms across the district.

27) Early Childhood Services Agreement with Stillwater First United Methodist Church

Stillwater First United Methodist Church (SFUMC) and Stillwater Public Schools agree to collaborate regarding the requirements of a public school Pre-Kindergarten program and to facilitate the enrollment of four and five-year-old children residing within the boundaries of Stillwater Public Schools. Stillwater Public Schools will provide certain supplemental instructional materials as it deems appropriate. SFUMC will provide enrollment and reporting required by the State of Oklahoma for pupil accounting purposes or otherwise.

28) Physical Therapy Services Agreement with Thera-Brand Physical Therapy, LLC

TheraBrand/Angela Brand is a Physical Therapist who provides PT for special education students across the district as mandated by the students' IEPs. These services include evaluations, consultations, meeting attendance, and report writing. No changes from the previous year.

29) Speech/Language Evaluation Services Agreement with Therapy Specialists

Therapy Specialists provide special education evaluations for Occupational Therapy and Speech Language when a parent has requested an Independent Educational Evaluation. They may also provide evaluations for the district during the summer months when employees of the district are not on contract.

30) Therapeutic Horseback Riding Program Agreement with Turning Point Ranch Foundation

Turning Point Ranch provides therapeutic horseback riding for special education students in the district. Turning Point is accredited at the Premier Level by the Professional Association of Therapeutic Horsemanship International. In addition to therapeutic riding experiences, Turning Point incorporates classroom experiences for students to learn and expand their skills in many areas of transition and literacy.

**INDEPENDENT CONTRACTOR'S AGREEMENT
TO PROVIDE PSYCHOLOGY SERVICES**

THIS AGREEMENT is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, d/b/a Stillwater Public Schools ("District"), and Advanced Therapy Solutions ("Contractor") on this 11th day of June, 2024.

RECITALS

WHEREAS, Contractor desires to perform speech/language evaluation services for the District on the terms and conditions specified in this Agreement.

WHEREAS, Contractor is qualified to perform the services contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the above recitals, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Contractor shall provide speech/language evaluation services for the District, which shall include evaluations for the purpose of special education, eligibility report writing, and other related services as requested by the District.
2. **LOCATION OF SERVICES.** Contractor shall primarily perform services at the District. All equipment and materials supplied to Contractor by the District, if any, for the performance of services under this Agreement shall remain property of the District and shall not be removed from the District without prior authorization of the District. Contractor may perform services not involving in-person contact with students, such as writing reports and consulting, from the address listed for Contractor shall remain his property.
3. **TERM.** The term of this Agreement shall begin on July 1, 2024, and shall terminate on June 30th, 2025. However, the District may terminate this Agreement without cause after providing written notice to the Contractor of the intended termination at least thirty (30) calendar days prior to the date of the intended termination. The Contractor shall notify the District, in writing, at least sixty (60) calendar days prior to voluntarily severing or

terminating this Agreement. If either party fails to perform in a timely manner or fails to perform in accordance with the provisions of this Agreement, or otherwise breaches its obligations under this Agreement, and fails to cure such breach within ten (10) calendar days after notice from the other party, the other party may terminate this Agreement without further notice or demand.

4. **DUTIES.** Contractor shall report to and coordinate activities with an administrator designated by the Superintendent of the District. The administrator assigned to act in all manners pertaining to this Agreement and to receive notices hereunder, authorize services, accept and approve all reports, drafts, products and invoices is the Director of Special Services. Contractor covenants and agrees to and shall provide services under this Agreement with reasonable diligence and promptness and in accordance with all terms and conditions set forth in this Agreement, in accordance with policies, rules, and regulations of the District, and in accordance with the highest professional standards in the field.
5. **TIMEKEEPING.** Contractor will maintain an accurate report of time worked and services rendered and submit an itemized invoice for services performed in the previous month to the District by the second (3rd) day of the current month.
6. **COMPENSATION AND PAYMENT.** Based on the completion of services described above, the Contractor shall receive compensation according to the rate agreement appended to this Agreement. Contractor agrees to submit an itemized bill for services provided for the prior month by the 2nd day of the current month. The District agrees to pay the sum of the monthly bill per the rate set forth in this agreement to Contractor by the 28th day of the current month.

7. **INDEPENDENT CONTRACTOR.** It is agreed and understood that Contractor is an independent contractor and that the District shall exercise no supervisory authority or control over Contractor or Contractor's employees, if any, in the performance of this Agreement. It is not the intent of the parties to form a joint venture or partnership of any kind. No other compensation will be paid to Contractor except as specified by the terms of this Agreement. Neither Contractor nor Contractor's employees shall be deemed to be agents or employees of the District and any representation to the contrary by Contractor or his employees shall constitute a violation of this Agreement and shall be grounds for immediate termination, notwithstanding the notice provision in Paragraph 3 of this Agreement. Contractor shall comply with all provisions of state, local, and federal laws, regulations, ordinances, and requirements that are applicable to the performance of the services hereunder.
8. **STUDENT RECORDS.** Contractor acknowledges and agrees that all student files and/or records (including, without limitation, any electronic files and/or records and copies of any files and/or records), including, but not limited to, education and counseling records, created, compiled, supplemented, or modified, by Contractor during the term of this Agreement with respect to students who receive services under this Agreement are and will remain the sole property of the District.
9. **INSURANCE.** Contractor shall obtain and maintain general and professional liability insurance, including malpractice insurance, in an amount of not less than \$1,000,000 for each occurrence, at his own expense, and shall provide written proof of such coverage upon request.

10. **LICENSES.** Contractor represents and warrants that he/she is a Licensed Speech Language Pathologist and has all the licenses and credentials required under Oklahoma and federal law to perform the services contemplated by this Agreement. A copy of any such licenses and credentials will be provided to the District upon request. If at any time during the term of this Agreement, any or all of Contractor's applicable licenses or credentials lapse or are removed. Contractor must provide immediate notice to the District and shall not provide or charge for further service.

11. **NOTICES.** Any notices required to be given hereunder shall be deemed sufficient if delivered personally or if sent by U.S. Certified Mail, Return Receipt Requested, to the parties at the address set forth below:

To District: Stillwater Public Schools
 Attn: Superintendent
 314 South Lewis Street
 Stillwater, Oklahoma 74074

To Advanced

Therapy Solutions: Advanced Therapy Solutions/Abby O'Dell
 120 N. Perkins Rd, Suite F
 Stillwater, OK 74075

12. **ASSIGNMENT.** Neither this Agreement, nor any of the services or work to be performed under this Agreement, may be assigned, in whole or in part, by Contractor without the prior written consent of the District. Contractor represents and warrants that he is a sole practitioner and has no officers, agents, employees or contractors employed or associated with him.

13. INDEMNIFICATION OF DISTRICT. Contractor agrees to and shall defend, indemnify, and hold the District, its officers, administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, and/or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Contractor.

14. SAFETY AND WELFARE. The District and Contractor agree that student safety is a top priority. Contractor agrees that he will not assign anyone to assist him in performing the duties contemplated by this Agreement. Further, if he seeks and obtains permission to be accompanied by an assistant, he shall not allow anyone on District property, whether as an officer, agent, employee or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense. Contractor hereby certifies that he is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Contractor shall submit written proof to the District's Department of Special Education and Student Services that he has passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal check, and a current drug screening prior to entering upon District property. If, at any time, Contractor demonstrates actions that are inappropriate or create a disruption at any District site, the site principal, Superintendent, or Superintendent's designee may require that he leave District property and not return without specific permission of the District.

15. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreement and understandings of the parties with respect to the matters covered by this Agreement. This Agreement may not be amended or modified at any time without prior written consent of both parties.
16. **INVALID PROVISION.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision. This Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
17. **WAIVER.** The waiver or waivers by the District of any breach or non-performance by Contractor shall not constitute a waiver of any subsequent breach, nor in any way affect the District's ability to enforce each and every provision at any time thereafter.
18. **GOVERNING LAW.** This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, agree to the terms and conditions herein.

Independent School District No. 16
of Payne County, Oklahoma

Abby O'Dell, Advanced Therapy
Solutions

President, Board of Education Date

Abby O'Dell *03/24/2024*
Abby O'Dell Date

**Advanced Therapy Solutions
120 N. Perkins Rd, Suite F
Stillwater, OK 74075
405-564-2701**

Services to Stillwater Public School district during the 2024-2025 school year shall be paid according to the following rates:

Speech Sound Production, Language Comprehension and Expression: \$225

*All assessments will include a written report.

*Payments/checks are to be made to Advanced Therapy Solutions

OCCUPATIONAL THERAPY SERVICES AGREEMENT

School Year 2024-2025

This Occupational Therapy Services Agreement (the “Agreement”) dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma (“Stillwater Schools”) with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and. (“CONSULTANT”), with a notice address of ARH Therapy Inc., 22655 Sams Dr., Edmond, OK 73025.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and CONSULTANT agree as follows:

- 1. Occupational Therapy Services.** CONSULTANT agrees to make available to Stillwater Schools the services of a certified occupational therapist (OTR) for up to 1280 hours during the term of this Agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for OTR to deliver services will be mutually determined by CONSULTANT and Stillwater Schools.
- 2. OTR Duties.** The OTR shall provide such occupational therapy services as indicated by the Stillwater Schools’ student’s Individualized Education Program or 504 Accommodation Plan as established by the OTR (the “OTR Services”). The OTR Services shall include, without limitation, establishing a plan of care, recording student’s progress, preparing materials and assembling equipment used during treatment, participation in student-focused meetings and program-focused meetings, and completing paperwork as determined by Stillwater Public Schools. All equipment and materials to be used in treatment together with documentation forms will be provided by Stillwater Schools.
- 3. Certification and Licensure.** CONSULTANT represents and warrants that the OTR Services will be provided only by a certified occupational therapist licensed by the State of Oklahoma. CONSULTANT further warrants that it has conducted sex offender background checks on the OTR and determined that neither has a criminal history.
- 4. Supervision.** CONSULTANT acknowledges that any COTA contracted or employed by Stillwater Public Schools will be supervised by the OTR, who will be responsible for evaluating the performance of the COTA. Any change in the designated supervisor for the OTR or COTA will be communicated to Stillwater Schools in writing. The OTR will report directly to and be overseen by the Office of Special Services.
- 5. Confidentiality.** CONSULTANT agrees that the OTR shall adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.

- 6. Insurance.** CONSULTANT represents and warrants that the OTR is insured under the CONSULTANT's professional liability policy in a minimum amount of \$2,000,000.00 per incident/occurrence and \$4,000,000.00 aggregate, and that such insurance covers the OTR when providing the OTR Services and under this agreement. CONSULTANT agrees to maintain the foregoing insurance policy at all times while this Agreement is in effect and agrees to notify Stillwater Schools immediately should the foregoing policy be canceled. CONSULTANT will provide Stillwater Schools with copies of the foregoing insurance policy.
- 7. Billing.** CONSULTANT agrees to submit itemized bill for services provided for the prior month by the 3rd day of current month. Stillwater Schools agrees to pay the sum of the monthly bill per the rate set forth in Section 8 to CONSULTANT by the 28th day of the current month. Each invoice shall contain a detailed statement of the OTR Services and performed including dates and times. All travel within district and to locations outside of district boundaries in order to provide agreed upon services, as requested by Stillwater Public Schools. Commute/travel to and from district is not an included service and Stillwater Public Schools will not be responsible for expenses incurred by therapist's commute.
- 8. Compensation.** Stillwater Schools agrees to pay CONSULTANT the sum of \$85.00 per hour for the OTR Services.
- 9. Term and Termination.** This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.
- 10. Independent Contractor Status.** Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.
- 11. Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.
- 12. Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other

addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.

13. Miscellaneous. This agreement embodies the entire agreement and understanding between Stillwater Schools and CONSULTANT relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this

Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

ARH Therapy, Inc.

By:  _____
Andrea R. Hutchings, OTR/L

Stillwater Public Schools
Behavioral Consultation Services Agreement
School Year 2024-2025

This Agreement is entered into on the 1st day of July, 2024 by and between Independent School District No.16 of Payne County, Oklahoma ("District") and Aspire Oklahoma, LLC ("Provider"), together referred to as the Parties.

RECITALS:

WHEREAS, the District and Provider desire to enter into a service agreement mutually advantageous to both parties.

WHEREAS, the District agrees to allow access to school-based behavioral therapy services from the Provider for private insurance-eligible students for the 2024-2025 school year at District's elementary and secondary schools.

WHEREAS, Provider desires to provide school-based behavioral therapy services and family support services under the terms and conditions of this Agreement and pursuant to private (non-school) compensation arrangements herein referenced.

NOW, THEREFORE, the parties agree as follows:

1. Provider shall designate Provider Employee(s) to deliver behavioral therapy to students and consultation services to staff at the assigned schools. The Provider Employee will possess licensure as a Board-Certified Behavior Analyst or be under supervision of a Board-Certified Behavior Analyst in preparation for licensure in the State of Oklahoma.
2. The Provider Employee, with parent permission, will provide services to eligible District students, that include Applied Behavioral Analysis Therapy, case management, and (as relevant to services) attendance of student-focused meetings- all of which are subject to the expectations of the Special Services Office and/or the principal of the school to:
 - a. Determine specific therapeutic needs, plan and provide appropriate therapies and activities, and assess, modify and improve services provided to each student as dictated by the student's individual needs and consistent with the terms of this Agreement;
 - b. Orient, train and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom;
 - c. Provide verbal and/or written reports to the District on a mutually agreeable schedule;
 - d. Provide in-service training for staff and families as mutually agreed upon by Parties to this Agreement;

3. In the event that the Provider Employee providing services under this Agreement is not providing services in accordance with the stated direction of the Special Services Office and/or the principal, the designated Provider administrative representative will be contacted. In the event that said issues are not resolved, Provider will, upon written request by the District, immediately remove Provider's Employee from the school. In addition, all issues Provider's Employees have will be managed through Provider and not the District.
4. Provider is an independent contractor and acknowledges and agrees that Provider's Employees are employees of Provider and not the District. Nothing in this Agreement shall be construed to constitute the Provider as an agent or employee of District, nor shall anything contained in this Agreement be construed to constitute the District as an agent of the Provider. All wages, taxes, benefits and other employment-related expenses and duties associated with the Provider 's Employee are the sole responsibility of Provider.
5. Services under this Agreement will extend from July 1, 2024 to June 30, 2025. The Provider Employee will provide services at the assigned school site only during school hours; upon appointment, when the particular school is in session according to the District's 2024-2025 school calendar. Provider must have parent permission to provide services during the school day and Provider is solely responsible for obtaining parent permission in writing.
6. Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider Employee concerning students in compliance with the Family Educational Rights and Privacy Act (FERPA) and any other applicable state and federal laws regarding the confidentiality of student information.
7. Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
8. Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy and Professional Liability insurance policy (PL) insuring Provider in an amount not less than \$1,000,000.00 for each occurrence, at its own expense, and will provide written proof of such coverage, upon request.
9. Further, Provider affirms that its employees and any subcontractor who will be on District property and acting on behalf of Provider in performance of this Agreement are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from the District.

10. Provider Employees will operate in accordance with the applicable federal and state laws and regulations and District policies, rules, regulations and applicable guidance. District personnel will supervise the day-to-day provision of these services.
11. The District and Provider agree that student safety is a top priority. In an effort to protect student safety, Provider agrees that it will neither hire nor assign any individual whether as, officer, agent, employee, or contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. Provider shall submit written proof to the District's Special Services Office that all applicable Provider Employees have passed background checks and had training in universal precautions, CPR and first aid, prior to entering any school to provide services pursuant to this Agreement. The District Special Services Office shall thereafter submit a list of approved Provider Employees who have met these criteria to the assigned school. All Provider Employees must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider. If, at any time, a Provider Employee demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
12. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian. Provider Employees may see a student only at the time specified by the principal. Provider shall insure that the Special Services Office has a current list of all students being served by the Provider.
13. A designation of Services by the Provider or a Provider Employee may not be written into a student's IEP or 504 Plan.
14. Provider acknowledges District's COVID-19 requirements for District's staff and for Provider Employees when on District campuses. Provider agrees that its employees; shall not enter any District site without checking their temperature to ensure a temperature below 100.4(F); have not tested positive for COVID-19; and have not, to their knowledge, been exposed to a person with COVID-19. Provider also agrees to adhere to District's mask requirements for individuals present at its sites as well as requirements for physical distancing and disinfection.
15. The Special Services Office will design a program review component with Provider to assess the guidelines and processes related to the delivery of services pursuant to this Agreement.
16. Either Provider or the District may choose to discontinue services during the term of this Agreement for any reason with 30 (thirty) calendar days' written notice. Any such termination of this Agreement by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.
17. No failure or delay in the exercise of any right, remedy, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any

right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

18. Provider, under no circumstances, will bill or attempt to bill the District for any services provided. All Provider compensation will be arranged through the student's private insurance carrier.
19. THIS CONTRACT IS NOT ASSIGNABLE, AND THE OBLIGATIONS OF THIS CONTRACT MAY NOT BE SUBCONTRACTED OR OTHERWISE DELEGATED TO OTHERS.
20. This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and may be amended only in a writing signed by both Parties.

IN WITNESS WHEREOF, the District and Provider have executed this Agreement on the day and year, first above written.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

President, Board of Education

DATE

ASPIRE OKLAHOMA, LLC

Sandra Reese-Keck
Sandra Reese-Keck, M.Ed., ABSNP, BCBA, LPC,
Owner

3/20/24
DATE



CCOSA

The Cooperative Council for
Oklahoma School Administration

2901 North Lincoln Boulevard
Oklahoma City, OK 73105
405-524-1191 office
405-524-1196 fax
www.ccosa.org

CCOSA's District Level Services (DLS) Program (Agreement 2024-2025)

This letter sets out the Agreement between the Cooperative Council for Oklahoma School Administration (CCOSA) and Stillwater School District No. 16 of Payne County, Oklahoma (District) concerning the District's participation in **CCOSA's District Level Services Program** (Program) for the fiscal year ending June 30, 2025.

For participating Oklahoma cooperatives, interlocals, and technology centers, the cost of participation will be determined based upon the total 2022-23 ADM for your district.

P.O. CALCULATION GRID

County Name: Payne

County Number: 60

District Name: Stillwater

District Number: I016

P.O. CALCULATION GRID

<u>ADM</u>	<u>COST</u>
25,000 plus	\$ 4,000
10,000 to 24,999	\$ 3,000
5,000 to 9,999	\$ 2,500
1,500 to 4,999	\$ 2,000
500 to 1,499	\$ 1,800
499 or less	\$ 1,500

<u>ADM</u> <u>(2022-23)</u>	<u>TOTAL COST</u>
6,000	\$2,500.00

Purchase Order Number: _____

Purchase Order Amount: **\$2,500.00**

****Please attach a copy of the purchase order when submitting completed forms****



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Superintendent Certification of Participation

I certify that on the 11th day of June 2024, the Board of Education of Stillwater Public Schools voted to allow our school district to participate in the CCOSA District Level Services Program. The Stillwater Board of Education has encumbered \$2,500.00 for the purpose of participating in the CCOSA District Level Services Program. The Board of Education acknowledges that participation in the Program will result in the provision of advisory services to designated administrators with Stillwater Public Schools.

Signature of Superintendent

Date

The District understands that CCOSA's District Level Services Program emphasizes assistance in areas that help to create high-quality schools based on the research in *For the People* and seven areas that create a quality system: Culture and Climate; Learning; Teaching, and Assessment; Expanded Learning Opportunities; Governance, Leadership, and Accountability; Human Capital Development; Physical Resources; and Financial Resources.

If consultation and/or professional learning is in the school district, the school district would agree to pay travel expenses that would not be a part of this agreement.

The District understands that CCOSA and/or its partners will be unable to provide assistance in some areas and with some issues. The District understands that, in those situations, CCOSA and/or its partners may recommend that the District seek advice, assistance, and services beyond those offered by this Program, which may cause the District to incur expenses that are not covered by this Program. **This Program is ADVISORY ONLY and CCOSA and/or its partners do not warrant or guarantee any specific outcome related to the advisory services provided. CCOSA reserves the right to refuse participation to school districts and to remove school districts from participation in the Program.**

The term of this Agreement begins on the date it is approved by the District's Board of Education and ends on June 30, 2025. Either the District or CCOSA may terminate this Agreement upon notice in writing to the other party. However, a delay in contract approval could result in your district missing valued services and workshops!



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CCOSA's District Level Services (DLS) Program

Designated Administrator Contact Form 2024-2025

While all of your district leaders have full access by phone, email, or in person, we need you to designate district administrators who serve as your main contacts to share information from CCOSA and its partners. **These designated administrators will need to commit to forwarding Professional Learning opportunities to your other district and/or school team members to ensure that all of your leaders get maximum benefit from the program.** Districts with an ADM of 10,000 and above may designate three district administrators. The District may include additional school personnel at no additional cost in conference calls, on-site visits, and training sessions.

Designated Administrators	
<small>(based upon each district's size in ADM for the 2022-23 school year)</small>	
<u>ADM</u>	<u># of eligible administrators</u>
10,000 +	3
1 to 9,999	2

<u>ADMINISTRATOR</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Janet Vinson	405-707-5046	jvinson@stillwaterschools.com
Melisa Kifer	405-707-5031	mkifer@stillwaterschools.com
*		

*only if ADM exceeds 10,000

Please send a copy of the completed forms to Jen Knight (jennifer@ccosa.org) or fax to 405.524.1196 (ATTN: Jen Knight). Keep one copy for your records.



CCOSA

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[RENEWAL]

Dear Superintendent:

Thank you so much for being a part of CCOSA District Level Services (DLS) last year! Your support allows us to continue to provide quality services and support to our members and your districts. Please find attached your renewal contract for 2024-2025. We appreciate you!

CCOSA offered more professional learning (PL) support last year, as was requested, and had a tremendous response from districts. Again this year, the CCOSA DLS Program continues to include Free Online Professional Learning (PL) for the beginning-of-the-year PL that fulfills state and national requirements and is available for ALL staff members to access and use. The 2023-2024 school year was one of our most successful years yet, completing **nearly 30,000 trainings** across all enrolled school districts. This number continues to climb each year. Every school district is offered quarterly production reports to show how their staff have utilized the available training. You can review descriptions of additional PL opportunities on the attached flyer.

This quality program will empower leaders with budgetary acumen to plan for and implement innovative programs and evidence-based interventions that not only serve to mitigate learning and opportunity gaps but also create future-focused strategies within our schools to move students toward their ultimate goals. As Oklahoma's preeminent school leadership organization, we have identified practical resources that school districts can immediately apply to support effective leadership, teacher support, and student learning.

Dr. Matt Posey, Bethel Superintendent, recently shared that "CCOSA's District Level Services Program is really benefited my district with general and customized professional development." In its eighth year, this program continues to advance with member school districts taking advantage of numerous opportunities to save money and to learn professionally. Membership costs depend upon the size of the district (see enclosed calculation grid).

Districts that formerly participated in CCOSA's Legal and/or Financial Assistance Program(s) will have the option to continue membership in those programs. However, to retain your current benefits and access these additional benefits, districts must join the District Level Services Program.

For CCOSA DLS renewal, please place the following item on an **upcoming Board agenda**:

Discussion, motion and possible action to approve or not to approve entry into an agreement with the Cooperative Council for Oklahoma School Administration (CCOSA) to participate in the CCOSA District Level Services Program for the 2024-25 fiscal year.

When the Board approves the agreement, please return a completed copy of the enclosed contract and forms (3 pages) to Jen Knight (jennifer@ccosa.org) or fax to 405.524.1196 (ATTN: Jen Knight), and keep a copy for your District files.

We look forward to working with you. Please contact me, Pam Deering (deering@ccosa.org), General Counsel Andrea Kunkel (kunkel@ccosa.org), Dr. Jeanene Barnett (barnett@ccosa.org) or Jen Knight (jennifer@ccosa.org) if you have questions about this Agreement or the Program.

Sincerely,

Dr. Pam Deering

CCOSA/OASA Executive Director



District Level Services

School Year 2024-2025

CCOSA Individual Membership

(\$265-\$405)

Paid by member through annual enrollment

Discounted Professional Learning

Advisory Consultation
with CCOSA attorney & directors for
individual member

Advocacy on behalf of Public Education

Association-specific calls for
updates on current issues

Other benefits including, but not limited
to:

- Professional Liability Insurance
- Legal Fee Reimbursement
- Legislative updates
- Education News Clips
- Better Schools quarterly magazine
- Eligibility for State and National Awards
- And more!

CCOSA District Level Services Program

(\$1,500-\$4,000)

Paid by district

Free registration for up to 5 people per district for
select trainings
(see back for full list)

Advisory Consultation
with CCOSA attorney & directors for
ALL school leaders & their teams

Advocacy on behalf of Public Education

Consultation & support for budgeting and budget
projecting (including OASA Vernon Florence State
Finance Newsletter), Special Ed, Federal Programs,
Indian Ed., Student Accounting, EL, GT, Reading for
school leaders & teams

Access for all district staff members to complete state and
federally required professional development, including:

- Alcohol & Drug Awareness
- Autism
- Bloodborne pathogens
- Bullying prevention
- Child abuse and neglect; Child sexual abuse awareness & reporting
- Digital teaching & learning
- Dyslexia
- Dysgraphia Coming Soon
- FERPA
- Hazardous communications
- Student Mental Health Needs
- Title IX: McKinney/Vento and homeless assistance
- Workplace Safety



District Level Services

School Year 2024-2025

School District Program Trainings

Free Registration for up to 5 people per district for the following trainings:

Advocacy:

Legislative Conference

School Law for Administrators:

Summer, Fall and Spring

Winning Strategies for Instructional Leaders:

1. Developing a Winning Focus
2. Studying Game Film and Stat Sheets
3. Making In-Game Winning Adjustments
4. Developing Instructional Leaders

School Finance & Operations:

Budget Bootcamp 1 (Basics of School Finance & School Budgeting)

Budget Bootcamp 2 (Using Advanced School Finance & Developing a Professional Budget)

Budget Bootcamp 3 (Planning for Next Year's Budget)

\$250 discount for CCOSA Energy Efficient Schools for Oklahoma program (including training)

Federal Program Boot Camps:

Compliance in Federal Programs

Title I Basics & Building a Budget with Set Asides; Planning Parent Involvement and Homeless Services

School-wide Consolidation of Funds; Transfer of Funds

Consolidation of Administrative Costs & Indirect Costs (CAC, IDC)

Personnel in Federal Funds; SPR, Federal Matching, Certification & Time Distribution Records

Federal Fiscal Fitness

Monitoring for Federal Programs and English Learners

Pricing Structure by ADM

25,000+	\$4,000/year
10,000 - 24,999	\$3,000/year
5,000 - 9,999	\$2,500/year
1,500 - 4,999	\$2,000/year
500 - 1,499	\$1,800/year
499 or less	\$1,500/year

For more information or to sign up, contact Jen Knight at jennifer@ccosa.org.

Stillwater Public Schools

Behavioral Therapy Services Agreement

School Year 2024-2025

This Agreement is entered into on the 1st day of July, 2024 by and between Independent School District No.16 of Payne County, Oklahoma ("District") and Counseling and Behavior Specialist of Oklahoma, LLC ("Provider"), together referred to as the Parties.

RECITALS:

WHEREAS, the District and Provider desire to enter into a service agreement mutually advantageous to both parties.

WHEREAS, the District agrees to allow access to school-based Applied Behavioral Analysis behavioral therapy services from the Provider for private insurance-eligible students for the 2024-2025 school year at District's elementary and secondary schools.

WHEREAS, Provider desires to provide school-based behavioral therapy services and family support services under the terms and conditions of this Agreement and pursuant to private (non-school) compensation arrangements herein referenced.

NOW, THEREFORE, the parties agree as follows:

1. Provider shall designate Provider Employee(s) to deliver behavioral therapy to students and consultation services to staff at the assigned schools. The Provider Employee will possess licensure as a Board-Certified Behavior Analyst or be under supervision of a Board-Certified Behavior Analyst in preparation for licensure in the State of Oklahoma.
2. The Provider Employee, with parent permission, will provide services to eligible District students, that include Applied Behavioral Analysis Therapy, case management, and (as relevant to services) attendance of student-focused meetings- all of which are subject to the expectations of the Special Services Office and/or the principal of the school to:
 - a. Determine specific school based therapeutic needs in collaboration with special education administrators, building level administrators, parent/guardians, provider Board Certified Behavior Analyst, and classroom staff members , to plan appropriate therapies and activities, and assess, modify and improve services provided to each student as dictated by the student's individual needs and consistent with the terms of this Agreement;
 - b. Orient, train and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom;
 - c. Provide verbal and/or written reports to the District on a mutually agreeable schedule;
 - d. Provide in-service training for staff and families as mutually agreed upon by Parties to this Agreement;

3. In the event that the Provider Employee providing services under this Agreement is not providing services in accordance with the stated direction of the Special Services Office and/or the principal, the designated Provider administrative representative will be contacted. In the event that said issues are not resolved, Provider will, upon written request by the District, immediately remove Provider's Employee from the school. In addition, all issues Provider's Employees have will be managed through Provider and not the District.
4. Provider is an independent contractor and acknowledges and agrees that Provider's Employees are employees of Provider and not the District. Nothing in this Agreement shall be construed to constitute the Provider as an agent or employee of District, nor shall anything contained in this Agreement be construed to constitute the District as an agent of the Provider. All wages, taxes, benefits and other employment-related expenses and duties associated with the Provider 's Employee are the sole responsibility of Provider.
5. Services under this Agreement will extend from July 1, 2024 to June 30, 2025. The Provider Employee will provide services at the assigned school site only during school hours; upon appointment, when the particular school is in session according to the District's 2024-2025 school calendar. Provider must have parent permission to provide services during the school day and Provider is solely responsible for obtaining parent permission in writing.
6. Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider Employee concerning students in compliance with the Family Educational Rights and Privacy Act (FERPA) and any other applicable state and federal laws regarding the confidentiality of student information.
7. Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
8. Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy and Professional Liability insurance policy (PL) insuring Provider in an amount not less than \$1,000,000.00 for each occurrence, at its own expense, and will provide written proof of such coverage, upon request.
9. Further, Provider affirms that its employees and any subcontractor who will be on District property and acting on behalf of Provider in performance of this Agreement are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from the District.

10. Provider Employees will operate in accordance with the applicable federal and state laws and regulations and District policies, rules, regulations and applicable guidance. District special education administrators will supervise the day-to-day provision of these services.
11. The District and Provider agree that student safety is a top priority. In an effort to protect student safety, Provider agrees that it will neither hire nor assign any individual whether as, officer, agent, employee, or contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. Provider shall submit written proof to the District's Special Services Office that all applicable Provider Employees have passed background checks and had training in universal precautions, CPR and first aid, prior to entering any school to provide services pursuant to this Agreement. The District Special Services Office shall thereafter submit a list of approved Provider Employees who have met these criteria to the assigned school. All Provider Employees must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider. If, at any time, a Provider Employee demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
12. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian. Provider Employees may see a student only at the time specified by the principal. Provider shall insure that the Special Services Office has a current list of all students being served by the Provider.
13. A designation of Services by the Provider or a Provider Employee may not be written into a student's IEP or 504 Plan.
14. Provider acknowledges District's COVID-19 requirements for District's staff and for Provider Employees when on District campuses. Provider agrees that its employees; shall not enter any District site without checking their temperature to ensure a temperature below 100.4(F); have not tested positive for COVID-19; and have not, to their knowledge, been exposed to a person with COVID-19. Provider also agrees to adhere to District's mask requirements for individuals present at its sites as well as requirements for physical distancing and disinfection.
15. The Special Services Office will design a program review component with Provider to assess the guidelines and processes related to the delivery of services pursuant to this Agreement.
16. Either Provider or the District may choose to discontinue services during the term of this Agreement for any reason with 30 (thirty) calendar days' written notice. Any such termination of this Agreement by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.
17. No failure or delay in the exercise of any right, remedy, power or privilege hereunder

shall operate as a waiver thereof, and no single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

18. Provider, under no circumstances, will bill or attempt to bill the District for any services provided. All Provider compensation will be arranged through the student's private insurance carrier. The district will not bill or attempt to bill provider or private insurance company for any supervision that may be provided by school employed Board Certified Behavior Analyst.
19. THIS CONTRACT IS NOT ASSIGNABLE, AND THE OBLIGATIONS OF THIS CONTRACT MAY NOT BE SUBCONTRACTED OR OTHERWISE DELEGATED TO OTHERS.
20. This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and may be amended only in a writing signed by both Parties.

IN WITNESS WHEREOF, the District and Provider have executed this Agreement on the day and year, first above written.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

President, Board of Education

DATE

Counseling and Behavioral Specialist of Oklahoma, LLC



Shawna Moore PH.D, BCBA

Owner

DATE 03/20/2024

MEMORANDUM OF UNDERSTANDING: Mental Health Agency
School Year 2024-2025 -

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on the Jun 11, 2024 by and between Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as 'School District," and CREOKS Health Services - , hereinafter referred to as "Provider."

PREAMBLE

WHEREAS, Provider is engaged in the business of providing individual, family, and/or group mental health counseling for student populations; and

WHEREAS, Provider wishes to have access to the District's facilities in order to provide mental health and/or counseling services for students in the District, who would otherwise seek such services, subject to the terms and conditions contained herein; and

WHEREAS, the District recognizes that offering mental health and/or counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. MAINTENANCE OF LICENSURE Provider shall maintain licensure as a licensed mental health professional (LMHP) or under supervision for licensure in the State of Oklahoma. If at any point Provider has allowed their license to lapse, expire, or otherwise become invalid, or if any other actions or omissions of Provider render them unfit or unable to perform the Services, this Agreement shall immediately terminate.
 - a. With prior approval from a school site, Case Management Level II and/or additional designated staff may provide services to support students with school-related goals, not to replace LMHP services, during pre-approved times. Without prior approval, care coordination may be terminated by district administration.
 - b. Behavioral Support Specialists must be trained by Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) as well as have prior approval from the school site to provide services during school hours. An interview with the school principal(s) and Special Services Director(s) must be completed prior to being placed in a school. Behavioral Support Specialists are only in schools with embedded teams and are intended to be at the school site M-F during the entirety of the school day.
2. BACKGROUND CHECKS Provider will maintain updated contact information of staff who provide services in school sites. Background checks, including a nationwide criminal check, multi-state sex offender check, OSBI criminal record check, and current drug

screen, staff name/contact information, and a signed statement indicating that said staff has read and will abide by the expectations set forth in the SPS Mental Health Provider Handbook must be provided prior to visiting a school site for the first time. Further, Provider agrees that it will not hire any individual to perform Services on District property pursuant to this Agreement, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to, a charge involving illegal substances or a sexual offense. Provider hereby certifies that none of its employees working on District property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippe Violent Offender Registration Act.

3. RECORDS Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider concerning students in compliance with the Family Educational Rights and Privacy Act and any other applicable state and federal laws regarding confidentiality of this information. Further, Provider shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations. All requests for pupil records must be submitted to the Assistant Superintendent of Educational Services in writing. After each meeting with a student at school, the District's Mental Health Provider Log will be completed. This applies to both embedded and visiting services.

RELATIONSHIP

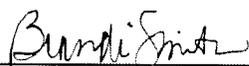
- a. Independent Provider. Provider shall perform under this Agreement as an independent Provider, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
- b. Provider acknowledges that because Provider is not an employee of the District, the District will not pay for any employment-related expenses for Provider or provide Provider with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like.
- c. Non-assignment of Rights or Obligations. Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Provider or the District.
- d. Compliance with Board Policies and Administrative Regulations. Provider shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Provider shall receive a copy of the Mental Health Provider Handbook and agree in writing to adhere to all District policies and procedures.
- e. Currently enrolled SPS students are the only clients to be seen by the provider at any time on school property.
- f. Non-Exclusive Relationship. The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by Provider. The District has no obligation to

notify Provider, in writing or otherwise, upon entering into such an Agreement with another individual/entity.

- g. Schedule and Site Expectations.
 - i. The District shall establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District.
 - ii. Provider will not be issued any type of key or badge by the District to allow access to a locked area of the school facility, but will be given access to the area of the facility where services are to take place by District personnel.
 - iii. Prior to visiting a school for the first time, Provider will contact the SPS counselor for an introduction. Additional agency staff are expected to make contact with the school counselor prior to seeing any student at a school site for the first time.
 - iv. Provider may see a student only at the time specified by the principal and/or school counselor. Schedules for the students receiving services will be set accordingly to have the least impact on the student's instructional day. Provider shall provide the District with their schedule within those approved times.
 - v. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian (ROI). Students may not be seen at school without a current ROI on file. Provider is required to upload the ROI within 24 hours of seeing the student for the first time.
 - vi. Provider shall insure that the District has a current list of all students being served by the Provider. When a new student is going to be seen at school, the agency therapist will communicate with the SPS counselor to arrange details including but not limited to frequency of visits and level of need.
 - vii. Agency staff will sign in and out upon each visit to a school site and are required to wear a badge at all times.
 - viii. When requested, Provider will attend monthly Multidisciplinary Team (MDT) meetings to discuss student progress, address concerns, and consider additional services as needed.
 - ix. Provider must have parent permission to provide services during the school day. If the student has counseling as a related service on his/her IEP or the school cannot provide a confidential location for counseling, the Provider may take students off of school property to provide services pursuant to this Agreement. In such a case, Provider must obtain the written permission of the parent(s)/guardian(s) to take the student off of District property to provide counseling services and all counseling services for the student must be held off of District property.
 - x. All Providers must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider.

- xi. If, at any time, a Provider demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
 - xii. The District may provide periodic written notice to students and families about the Services offered by Provider and the method to be used to access the Services. If provider intends to share information with the public regarding the Services offered at the District's facility(ies), Provider must submit such information to the District and obtain written approval from the District before publishing/issuing it. Such information must include explicit language stating that the Services are NOT SCHOOL SPONSORED SERVICES.
4. ASSUMPTION OF RISK Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Provider or as a result of or arising in connection with performing Services.
 5. INSURANCE Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy, Professional Liability insurance policy (PL) insuring Provider in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. Provider shall maintain any necessary liability insurance. Provider must add the District as an additional insured party on each policy and maintain the required insurance policies at all times while this Agreement is in effect. Provider agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, Provider must immediately notify the District and cease providing Services.
 6. INDEMNIFICATION Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns, insurers and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
 7. TRANSLATION COSTS Provider shall be responsible for costs associated with provision of any required translation services for Limited English Proficient parents or legal guardians of students receiving Services pursuant to this Agreement.
 8. WAIVERS No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Provider's obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

9. **AMENDMENTS** This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.
10. **SEVERABILITY** It is agreed that if any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.
11. **MISCELLANEOUS** This Agreement embodies the entire agreement and understanding between District and Provider relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written.
12. **CHOICE OF LAW AND VENUE** This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. Any action to enforce this Agreement shall be brought in the State District Court for Payne County, Oklahoma or the United States District Court for the Western District of Oklahoma. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of any suits or action or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.
13. **THIRD PARTY BENEFICIARIES** This Agreement is not a third-party beneficiary contract. No person or entity other than the Parties signing this Agreement shall have any rights under this Agreement.
14. **TERMINATION** This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice with or without cause, with or without a hearing.



LCSW

Chief Clinical officer

Provider (Signature Name and Credentials)

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA President,
Board of Education

Name of District signing official (credentials/Title)

**INDEPENDENT CONTRACTOR’S AGREEMENT
TO PROVIDE PSYCHOLOGY SERVICES**

THIS AGREEMENT is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, d/b/a Stillwater Public Schools (“District”), and Danielle Torres (“Contractor”) on this 1st day of July, 2024.

RECITALS

WHEREAS, Contractor desires to perform school psychology services for the District on the terms and conditions specified in this Agreement.

WHEREAS, Contractor is qualified to perform the services contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the above recitals, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Contractor shall provide school psychology services for the District, which shall include evaluations for the purpose of special education, eligibility report writing, and other related services as requested by the District.
2. **LOCATION OF SERVICES.** Contractor shall primarily perform services at the District. All equipment and materials supplied to Contractor by the District, if any, for the performance of services under this Agreement shall remain property of the District and shall not be removed from the District without prior authorization of the District. Contractor may perform services not involving in-person contact with students, such as writing reports and consulting, from the address listed for Contractor shall remain his property.
3. **TERM.** The term of this Agreement shall begin on July 1st, 2024, and shall terminate on June 30th, 2025. However, the District may terminate this Agreement without cause after providing written notice to the Contractor of the intended termination at least thirty (30) calendar days prior to the date of the intended termination. The Contractor shall notify the District, in writing, at least sixty (60) calendar days prior to voluntarily severing or terminating this Agreement. If either party fails to perform in a timely manner or fails to

perform in accordance with the provisions of this Agreement, or otherwise breaches its obligations under this Agreement, and fails to cure such breach within ten (10) calendar days after notice from the other party, the other party may terminate this Agreement without further notice or demand.

4. **DUTIES.** Contractor shall report to and coordinate activities with an administrator designated by the Superintendent of the District. The administrator assigned to act in all manners pertaining to this Agreement and to receive notices hereunder, authorize services, accept and approve all reports, drafts, products and invoices is the Director of Special Services. Contractor covenants and agrees to and shall provide services under this Agreement with reasonable diligence and promptness and in accordance with all terms and conditions set forth in this Agreement, in accordance with policies, rules, and regulations of the District, and in accordance with the highest professional standards in the field.
5. **TIMEKEEPING.** Contractor will maintain an accurate report of time worked and services rendered and submit an itemized invoice for services performed in the previous month to the District by the second (2nd) day of the current month.
6. **COMPENSATION AND PAYMENT.** Based on the completion of services described above, the Contractor shall receive compensation according to the rate agreement appended to this Agreement. Contractor agrees to submit an itemized bill for services provided for the prior month by the 3rd day of the current month. The District agrees to pay the sum of the monthly bill per the rate set forth in this agreement to Contractor by the 28th day of the current month.

7. **INDEPENDENT CONTRACTOR.** It is agreed and understood that Contractor is an independent contractor and that the District shall exercise no supervisory authority or control over Contractor or Contractor's employees, if any, in the performance of this Agreement. It is not the intent of the parties to form a joint venture or partnership of any kind. No other compensation will be paid to Contractor except as specified by the terms of this Agreement. Neither Contractor nor Contractor's employees shall be deemed to be agents or employees of the District and any representation to the contrary by Contractor or his employees shall constitute a violation of this Agreement and shall be grounds for immediate termination, notwithstanding the notice provision in Paragraph 3 of this Agreement. Contractor shall comply with all provisions of state, local, and federal laws, regulations, ordinances, and requirements that are applicable to the performance of the services hereunder.
8. **STUDENT RECORDS.** Contractor acknowledges and agrees that all student files and/or records (including, without limitation, any electronic files and/or records and copies of any files and/or records), including, but not limited to, education and counseling records, created, compiled, supplemented, or modified, by Contractor during the term of this Agreement with respect to students who receive services under this Agreement are and will remain the sole property of the District.
9. **INSURANCE.** Contractor shall obtain and maintain general and professional liability insurance, including malpractice insurance, in an amount of not less than \$1,000,000 for each occurrence, at his own expense, and shall provide written proof of such coverage upon request.

10. **LICENSES.** Contractor represents and warrants that he is a Nationally Certified School Psychologist and has all the licenses and credentials required under Oklahoma and federal law to perform the services contemplated by this Agreement. A copy of any such licenses and credentials will be provided to the District upon request. If at any time during the term of this Agreement, any or all of Contractor's applicable licenses or credentials lapse or are removed. Contractor must provide immediate notice to the District and shall not provide or charge for further service.

11. **NOTICES.** Any notices required to be given hereunder shall be deemed sufficient if delivered personally or if sent by U.S. Certified Mail, Return Receipt Requested, to the parties at the address set forth below:

To District: Stillwater Public Schools
 Attn: Superintendent
 314 South Lewis Street
 Stillwater, Oklahoma 74074

To Danielle Torres: Danielle Torres
 11005 Northwest 104th Terrace
 Yukon, Oklahoma 73099

12. **ASSIGNMENT.** Neither this Agreement, nor any of the services or work to be performed under this Agreement, may be assigned, in whole or in part, by Contractor without the prior written consent of the District. Contractor represents and warrants that he is a sole practitioner and has no officers, agents, employees or contractors employed or associated with him.

13. INDEMNIFICATION OF DISTRICT. Contractor agrees to and shall defend, indemnify, and hold the District, its officers, administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, and/or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Contractor.

14. SAFETY AND WELFARE. The District and Contractor agree that student safety is a top priority. Contractor agrees that he will not assign anyone to assist him in performing the duties contemplated by this Agreement. Further, if he seeks and obtains permission to be accompanied by an assistant, he shall not allow anyone on District property, whether as an officer, agent, employee or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense. Contractor hereby certifies that he is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Contractor shall submit written proof to the District's Department of Special Education and Student Services that he has passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal check, and a current drug screening prior to entering upon District property. If, at any time, Contractor demonstrates actions that are inappropriate or create a disruption at any District site, the site principal, Superintendent, or Superintendent's designee may require that he leave District property and not return without specific permission of the District.

15. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreement and understandings of the parties with respect to the matters covered by this Agreement. This Agreement may not be amended or modified at any time without prior written consent of both parties.
16. **INVALID PROVISION.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision. This Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
17. **WAIVER.** The waiver or waivers by the District of any breach or non-performance by Contractor shall not constitute a waiver of any subsequent breach, nor in any way affect the District's ability to enforce each and every provision at any time thereafter.
18. **GOVERNING LAW.** This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, agree to the terms and conditions herein.

Independent School District No. 16
of Payne County, Oklahoma

Danielle Torres

President, Board of Education Date

Danielle Torres 3/24/2024

Danielle Torres Date

**Danielle Torres
11005 NW 104th Terr
Yukon, OK 73099
405-517-9331**

Services to Stillwater Public School district during the 2024-2025 school year shall be paid according to the following rates:

Cognitive	\$300.00
Achievement	\$200.00
Adaptive Measure	\$150.00
Psychological/Social Emotional	\$300.00
Health/Medical Review	\$50.00
Perceptual Processing	\$100.00
MEEGS Meetings	\$75.00
Mileage:	No charge for mileage

*All assessments will include a written report and MEEGS paperwork.

*Payments/checks are to be made to Danielle Torres.

INDEPENDENT CONTRACTOR'S AGREEMENT TO PROVIDE PROFESSIONAL SERVICES
Certified School Psychologist
2024-2025

For and in consideration of the mutual terms, promises and agreements herein contained, together with other good and valuable consideration, this contract entered by and between **Independent School District No. 16 of Payne County, Oklahoma, commonly known as Stillwater Public Schools** (hereinafter referred to as "**District**"), and **Educational Diagnostic Testing Services, LLC** (hereinafter referred to as "**Contractor**"), as follows:

TERMS OF CONTRACT: The term of this contract shall commence on the **1st day of July 2024** and end on **June 30, 2025**, unless terminated earlier as provided herein. No contracted services of any kind or nature will be performed after the termination date.

CONTRACTED SERVICES: During the term of this contract, Contractor shall work under the direct supervision of the Director of Special Services and agrees to provide the following services when and if requested by the District:

1. Evaluate students' needs or continuing needs for special education services by:
 - a. Examining RTI data provided by school personnel,
 - b. Examining previous or outside records and/or reports,
 - c. Administering all needed psycho-educational assessments to include the essential components of dyslexia evaluation, compliant with IDEA when requested,
2. Provide written report documenting assessments and review of relevant data and records, and
3. Complete all State required documents needed for Eligibility or Review Meeting in Edplan.

All contracted services shall be performed by the associates of Contractor, who shall be required to be, and who shall remain, properly licensed and/or certified in appropriate professional areas to competently perform the contracted services. The District may, at any time, request credentialing, licensing and/or certification documentation from Contractor, which documentation shall be immediately provided by Contractor. All services shall be performed with reasonable diligence and promptness and in accordance with the terms and conditions set forth in this Agreement, in accordance with the policies, rules, and regulations of the District, and in accordance with the highest ethical and professional standards in the field.

COMPENSATION: Contractor shall be paid as full and total compensation for the contracted services, upon proper performance of services and receipt of proper billing supported by affidavits required by law, the sum of:

- a) Psychological/Educational Evaluations - Contract price for a standard psycho-educational evaluation of \$600, which includes a cognitive and achievement component. and \$50 charge for eligibility meeting.
- b) Additional evaluation components (outside the standard battery) are, defined as beyond the cognitive and/or achievement battery, billed as follows:
 - (1) Adaptive or social/emotional assessment component at a rate of an additional \$100;
 - (2) Psychological assessments at a rate of an additional \$250;
 - (3) Autism evaluations a rate of \$750.00 and Contractor would be available to attend meetings in person;
 - (4) Psychological Review/Consultation services are \$50 per report for compliance review and \$100 per report for reviewing and meeting on eligibility;
 - (5) Functional Behavior Assessments (FBA)/Behavior Intervention Plan (BIP) component at a rate of a base \$250 for the first meeting with teacher and Site Principal to determine behavior/data collection process, each additional hour of analysis and report writing at a rate of \$100 per hour;

- (6) Dyslexia evaluation which meets the OSDE Guidance, as outlined in the Dyslexia Handbook of Oklahoma issued July 1, 2019, to include areas of Phonological Processing, Phonological Memory, Decoding, and Oral Reading Fluency, but not be limited to at a rate of \$300, for this additional component of an SLD battery.
- (7) Special education services, such as, but not limited to, serving as a building site School Psychologist assignment or providing district building site consultation, at a rate of \$60/per hour.
- (8) No Show Fee - Contractor shall be paid a flat fee of \$150 for any scheduled evaluation session in which the Contractor arrives in the district and the scheduled student is absent or unavailable.

The billing will specifically identify the student referred by the District (by initials only), the District representative making the referral, the services, and the date or dates services were performed, in sufficient detail to allow the District to identify, without further inquiry, the propriety and validity of the billing. Contractor shall submit billing statements on the last working day of each month. Invoices will be paid by mail after approval of the Treasurer's Report at the school board meeting following the bill being received and processed.

The District shall not be liable for any costs, expenses, or services of Contractor pertaining to the contracted services except for the compensation herein set forth. All protocols and testing supplies are the responsibility of Contractor.

Contractor hereby understands that no payment of state or federal taxes will be made by the District. Contractor is responsible for the payment of all income taxes. The District will not provide any insurance benefits to the Contractor, any principal, agent, officer, servant, professional or employee of Contractor.

Contractor and the District shall, at either parties' request, participate in a periodic review of the contracted services actually provided to evaluate the quality, cost effectiveness, and efficiency of services delivered. Contractor shall keep and maintain records sufficient to enable such review. In addition, the District may, at any time, conduct a review and/or audit of the services provided by Contractor.

COMPLIANCE WITH STATE AND FEDERAL LAWS: Contractor shall always comply with all state, local, and federal laws, rules, regulations, ordinances, and requirements applicable to the performance of contracted services.

NONDISCRIMINATION: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual because of race, religion, creed, color, sex, sexual orientation, genetic information, gender identity or expression, age, disability, protected veteran status, national origin, or other protected category. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. § 20003).

SAFETY AND WELFARE: The District and Contractor agree that student safety is a top priority. Contractor shall not allow, authorize or permit any principal, agent, officer, servant, professional associate or employee of Contractor, who has been convicted of a felony in any jurisdiction within the past ten (10) years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense to be on the premises of the District, to be on the premises of the Contractor during the performance of any contracted service, to work with or be around or in the presence of District students, or to have access to any record of any kind related to its students. Contractor hereby certifies that its employees and agents are not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Offender Registration Act. Contractor shall submit written proof to the District that its employees or agents having contact with District students have passed background checks to

the District's satisfaction, including a nationwide criminal check, multistate sex offender check, OSBI criminal record check, and a current drug screening prior to entering upon District property.

STUDENT RECORDS: Upon referral, the District shall make available to Contractor only such information as is relevant to the services to be performed. Contractor shall not release or disclose any information regarding any student referred by the District to third parties without the express written consent of the Director of Special Services for the District, the express written consent of a custodial parent or legal guardian of the student, or a court order.

Contractor agrees to abide by all legal requirements with respect to the confidentiality and disclosure of personally identifiable information and education records as required by law, including, but not limited to, the Family Educational Rights and Privacy Act of 1974, applicable regulations and state law protecting privacy rights in education and juvenile records.

Contractor acknowledges and agrees that all student files and/or records (including, without limitation, any electronic files and/or records and copies of any files and/or records), including, but not limited to, education and counseling records, created, compiled, supplemented, or modified by Contractor during the term of this Agreement with respect to students who receive services under this Agreement are and will remain the sole property of the District.

TERMINATION: This contract may be prematurely terminated by either party upon thirty (30) days' written notice to the other party.

STATUS AS INDEPENDENT CONTRACTOR: In the performance of all services herein specified, Contractor shall be an independent contractor and not an employee, agent, servant, principal, partner or joint venture of, for or with the District. The means of carrying out the contracted professional services herein required shall be within the professional discretion of Contractor provided, however, Contractor shall perform all services in a timely, competent and professional manner and consistent herewith. It is not the intent of the parties to form a joint venture or partnership of any kind. No other compensation will be paid to Contractor except as specified by the terms of this contract

LICENSES: Contractor represents and warrants that she is a Certified School Psychologist and has all the licenses and credentials required under Oklahoma and federal law to perform the services contemplated by this contract. A copy of any such licenses and credentials will be provided to the District upon request. If at any time during the term of this contract, any or all of Contractor's applicable licenses or credentials lapse or are removed, Contractor must provide immediate notice to the District and shall not provide or charge for further services.

NOTICES: Any notices required to be given hereunder shall be deemed sufficient if delivered personally or if sent by U.S. Certified Mail, Return Receipt Requested, to the parties at the address set forth below:

To District: Stillwater Public Schools
 Attn: Superintendent
 314 Lewis St.
 Stillwater, Oklahoma 74074

To Contractor: Educational Diagnostic Testing Services, LLC
 Attn: Tamara Schrick, Proprietor
 4304 Idyl Breeze Drive
 Oklahoma City, Oklahoma 73179

INDEMNIFICATION OF DISTRICT: Contractor agrees to and shall defend, indemnify, and hold the District, its officers, administrators, board members, employees, agents, assigns, insurers, and attorneys fully and forever harmless from any and all liability, loss or expense, including reasonable attorneys' fees and/or claims for injury or damages that are caused directly or indirectly by any act, omission, negligence, or malpractice of Contractor, its staff, employees, agents, servants, or others performing the contracted services for, with or on behalf of Contractor.

LIABILITY INSURANCE: Contractor herewith agrees to keep in full force and effect, during and throughout the term of this contract, and for one year thereafter, general and professional liability insurance in the minimum amount of \$1,000,000.00 per occurrence insuring Contractor, its staff, employees, agents, servants, or others performing the contracted services for, with or on behalf of Contractor, for any and all liability, injury and damages, of any kind or nature, to the District, its students, and third parties, caused directly or indirectly by any act, omission, negligence, or malpractice of Contractor, its staff, employees, agents, servants, or others performing the contracted services for, with or on behalf of Contractor. A copy of such policy shall be provided to the District upon request.

ASSIGNMENT: Neither this contract, nor any of the services or work to be performed under this contract, may be assigned, in whole or in part, by Contractor without the prior written consent of the District.

ENTIRE AGREEMENT: This contract constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements and understandings of the parties with respect to the matters covered by this contract.

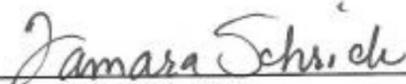
INVALID PROVISION: The invalidity or unenforceability of any provision of this contract shall not affect any other provision. This contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

WAIVER: The waiver or waivers by the District of any breach or non-performance by Contractor shall not constitute a waiver of any subsequent breach, nor in any way affect the District's ability to enforce each and every provision at any time thereafter.

INTERPRETATION AND ALTERATION: This contract shall be interpreted and governed by the laws of the State of Oklahoma. This contract shall not be amended, altered or modified except by written agreement of both parties.

STILLWATER PUBLIC SCHOOLS by:

EDUCATIONAL DIAGNOSTIC TESTING, LLC



Tamara Schrick, M.A.
School Psychologist

SPS Board of Education President

Tamara Schrick, Certified School Psychologist
Proprietor Electronically Signed 3/23/2024

**INDEPENDENT CONTRACTOR'S AGREEMENT TO
PROVIDE PSYCHOLOGY SERVICES**

THIS AGREEMENT is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, d/b/a Stillwater Public Schools ("District"), and Evaluation Works, LLC ("Contractor") on this 1st day of July 2024.

RECITALS

WHEREAS, Contractor desires to perform school psychology services for the District on the terms and conditions specified in this Agreement.

WHEREAS, Contractor is qualified to perform the services contemplated by this Agreement.

NO W, THEREFORE, in consideration of the mutual covenants contained herein and the above recitals, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Contractor shall provide school psychology services for the District, which shall include evaluations for the purpose of special education, eligibility report writing, and other related services as requested by the District.
2. **LOCATION OF SERVICES.** Contractor shall primarily perform services at the District. All equipment and materials supplied to Contractor by the District, if any, for the performance of services under this Agreement shall remain the property of the District and shall not be removed from the District without prior authorization of the District. Contractor may perform services not involving in-person contact with students, such as writing reports and consulting, from the address listed for Contractor in Paragraph 11 below. Any equipment and materials supplied by the Contractor shall remain his property.
3. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall terminate on June 30th, 2025. However, the District may terminate this Agreement without cause after

providing written notice to the Contractor of the intended termination at least thirty (30) calendar days prior to the date of the intended termination. The Contractor shall notify the District, in writing, at least sixty (60) calendar days prior to voluntarily severing or terminating this Agreement. If either party fails to perform in a timely manner or fails to perform in accordance with the provisions of this Agreement, or otherwise breaches its obligations under this Agreement, and fails to cure such breach within ten (10) calendar days after notice from the other party, the other party may terminate this Agreement without further notice or demand.

4. **DUTIES.** Contractor shall report to and coordinate activities with an administrator designated by the Superintendent of the District. The administrator assigned to act in all manners pertaining to this Agreement and to receive notices hereunder, authorize services, accept and approve all reports, drafts, products and invoices is the Director of Special Services. Contractor covenants and agrees to and shall provide services under this Agreement with reasonable diligence and promptness and in accordance with all terms and conditions set forth in this Agreement, in accordance with the policies, rules, and regulations of the District, and in accordance with the highest professional standards in the field.
5. **TIMEKEEPING.** Contractor will maintain an accurate report of time worked and services rendered and submit an itemized invoice for services performed in the previous month to the District by the 3rd day of the current month.
6. **COMPENSATION AND PAYMENT.** Based on the completion of services described above, the Contractor shall receive compensation according to the rate agreement appended to this Agreement.

7. **INDEPENDENT CONTRACTOR.** It is agreed and understood that Contractor is an independent contractor and that the District shall exercise no supervisory authority or control over Contractor or Contractor' s employees, if any, in the performance of this Agreement. It is not the intent of the parties to form a joint venture or partnership of any kind. No other compensation will be paid to the Contractor except as specified by the terms of this Agreement. Neither Contractor nor Contractor' s employees shall be deemed to be agents or employees of the District and any representation to the contrary by Contractor or his employees shall constitute a violation of this Agreement and shall be grounds for immediate termination, notwithstanding the notice provision in Paragraph 3 of this Agreement. Contractor shall comply with all provisions of state, local, and federal laws, regulations, ordinances, and requirements that are applicable to the performance of the services hereunder.
8. **STUDENT RECORDS.** Contractor acknowledges and agrees that all student files and/or records (including, without limitation, any electronic files and/or records and copies of any files and/or records), including, but not limited to, education and counseling records, created, compiled, supplemented, or modified, by Contractor during the term of this Agreement with respect to students who receive services under this Agreement are and will remain the sole property of the District.
9. **INSURANCE.** Contractor shall obtain and maintain general and professional liability insurance, including malpractice insurance, in an amount of not less than \$1,000,000 for each occurrence, at his own expense, and shall provide written proof of such coverage upon request.

13. **INDEMNIFICATION OF DISTRICT.** Contractor agrees to and shall defend, indemnify, and hold the District, its officers, administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, and/or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Contractor.
14. **SAFETY AND WELFARE.** The District and Contractor agree that student safety is a top priority. Contractor agrees that he will not assign anyone to assist him in performing the duties contemplated by this Agreement. Further, if he seeks and obtains permission to be accompanied by an assistant, he shall not allow anyone on District property, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense. Contractor hereby certifies that he is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Contractor shall submit written proof to the District' s Department of Special Education and Student Services that he has passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal record check, and a current drug screening prior to entering upon District property. If, at any time, Contractor demonstrates actions that are inappropriate or create a disruption at any District site, the site principal, Superintendent, or Superintendent's designee may require that he leave District property and not return without specific permission of the District.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements and understandings of the parties with respect to the matters covered by this Agreement. This Agreement may not be amended or modified at any time without the prior written consent of both parties.
16. **INVALID PROVISION.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision. This Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
17. **WAIVER.** The waiver or waivers by the District of any breach or non-performance by Contractor shall not constitute a waiver of any subsequent breach, nor in any way affect the District's ability to enforce each and every provision at any time thereafter.
18. **GOVERNING LAW.** This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, agree to the terms and conditions herein.

**Independent School District No. 16 of Payne
County, Oklahoma**

Evaluation Works, LLC

President, Board of Education
Date

 3/24/2024
Jose Hernandez Date

AGREEMENT

THIS AGREEMENT, effective July 1, 2024, is made by and between the **GOLDEN OAKS VILLAGE OF STILLWATER, LLC (“Golden Oaks”)** and **STILLWATER PUBLIC SCHOOL DISTRICT OF PAYNE COUNTY, OKLAHOMA (“District”)**.

RECITALS:

A. **WHEREAS**, Golden Oaks maintains a residential care facility for senior citizens located at 5505 W. 19th, in Stillwater, Oklahoma (the “Facility”); and

B. **WHEREAS**, the District operates and maintains early childhood educational programs for four-year-old children; and

C. **WHEREAS**, Golden Oaks and the District wish to partner for the development of an “intergenerational” early childhood educational program (the “Program”) whereby Golden Oaks elderly residents are given the opportunity to interact with and participate in limited aspects of the District’s Program as classroom volunteers; and

D. **WHEREAS**, Golden Oaks has space in its Facility suitable for housing the Program, which Golden Oaks desires to lease to the District; and

E. **WHEREAS**, the District desires to lease a portion of Golden Oaks Facility for such purposes in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Golden Oaks and the District agree as follows:

1. **Term.** The term of this Agreement shall be from the effective date set forth above, through June 30, 2025, unless terminated at an earlier date as provided herein. The term of this Agreement is subject to renewal by mutual agreement of the parties for additional periods of one school calendar year.

2. **Building/Alterations.** Golden Oaks will provide, at its sole cost and expense, all alterations and modifications reasonably necessary to construct a Classroom for development as an early childhood classroom. Golden Oaks agrees to furnish, in or near the Classroom, an age appropriate restroom for access by four-year-old children. All alterations, whether made by Golden Oaks or by the District with the consent of Golden Oaks, shall conform to state and local laws, ordinances and regulations including, without limitation, any local building code and fire prevention code.

3. **Utilities.** Golden Oaks shall provide all utilities or services to the Classroom as may be necessary for the District’s permitted purpose. Such utilities shall include water, heat, air

conditioning, sewer and electricity. Golden Oaks shall not be obligated to provide telephone service to the Classroom.

4. **Internet / Wired Network.** Golden Oaks will provide a network connection in the classroom for SPS network equipment and sufficient Internet bandwidth for 25 devices at a minimum bandwidth of 5Mbps download and 3Mbps upload per device. SPS's use of VPN hardware/software and/or remote troubleshooting software will be allowed if needed.

SPS will provide wireless and/or wired network access for their devices utilizing the single wired network connection in the classroom. Wireless access will be provided at 2.4GHz, 5GHz, and/or 6GHz frequencies. Golden Oaks will designate a 2.4GHz wireless channel (1,6, or 11) for sole use by SPS to minimize interference. SPS is not responsible for network design, equipment, troubleshooting, or network segregation outside the designated SPS classroom.

5. **Indemnification and Insurance.** The District, to the extent permitted by law, agrees to save, indemnify and hold harmless from injury or damages that may result to any person or property by or from any act or omission to act by the District or District's agents, employees or invitees from any cause or causes whatsoever from or concerned with the District's use and occupancy of the Classroom under the terms of this Agreement to the extent of the District's maximum liability under the provisions of the Oklahoma Governmental Tort Claims Act.

Golden Oaks agrees to save, indemnify and hold harmless from injury or damage that may result to any person or property by or from any act or omission to act by Golden Oaks or Golden Oaks agents, employees or invitees from any cause or causes whatsoever arising from or concerned with Golden Oaks use, operation and control of its Facility, or from Golden Oaks performance under the terms of this Agreement.

The District shall furnish Golden Oaks, prior to its occupancy of the Classroom, a certificate of public liability insurance naming Golden Oaks as an additional named insured, in the amount of \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident or occurrence, \$125,000 to any claimant for any loss arising out of a single act, accident or occurrence, and \$1,000,000 for any number of claims arising out of a single occurrence or accident. The District further agrees to furnish evidence of worker's compensation coverage to the extent required by Oklahoma law. The District's insurance shall be primary over Golden Oaks insurance.

6. **Student Safety.** The District and Golden Oaks agree that student safety is a top priority. In an effort to protect students' safety, Golden Oaks agrees that it will not employ or place any person, whether an employee, volunteer or otherwise in a position where they will have contact with students of the District if that person has been convicted of a felony, is required to be registered as a sex offender, or has been convicted of a crime involving violence or moral turpitude. Prior to commencement of the Program, Golden Oaks shall obtain a criminal arrest record maintained by the Oklahoma State Bureau of Investigation and background check including pre-employment checks with OSCN for pending criminal charges, Oklahoma Department of Corrections for Sexual Crimes and Violent Offenders History, OSDH Nurse Aide

Registry for any allegation of abuse, OIG for medical fraud history, Social Security Business Services for verification of right to work in U.S, two work history references and two personal references. If any of these background checks result in negative outcomes that person will not receive offer of employment at Golden Oaks Village of Stillwater.

7. **No Agency or Joint Venture.** The District and Golden Oaks understand and agree that no staff member or volunteer of Golden Oaks shall in any way or for any purpose be deemed to be an employee or agent of the District. Neither the District nor Golden Oaks nor its employees or agents shall represent themselves in any way as the agents or employees of the other party. Neither the District nor Golden Oaks intend to create nor shall nothing in this Agreement be construed as creating, a joint venture or partnership between the parties with respect to the operation of the Program or otherwise. Subject to the indemnification obligations set forth herein, each party assumes full responsibility for the supervision, daily direction and control, payment of salary, worker's compensation, disability benefits, and like requirements and obligations for its own employees.

8. **Early Termination.** Either party may terminate this Agreement at any time, without cause, upon sixty (60) days' prior written notice to the other party.

9. **Entire Agreement; Amendments.** The Agreement and Addendum contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersedes all prior agreements, understandings or letters of intent between or among any of the parties hereto. This Agreement shall not be amended, modified, extended or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

10. **Interpretation.** Section headings herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. As used herein, the masculine, feminine, or neuter gender, and the singular and plural number or tense, shall be deemed to include the others whenever the context so indicates.

11. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalid, legal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

12. **Governing Law.** This Agreement and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma and the parties agree that venue as to any dispute regarding this agreement shall be Payne County, Oklahoma.

13. **Waiver.** The failure of either party hereto at any time to require performance by

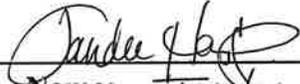
the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provision, or as a waiver of the provision itself.

14. **Attorney fees.** If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.

15. **Construction.** This Agreement shall be interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing and interpreting the provisions hereof.

DATED this ____ day of June 2024.

**GOLDEN OAKS VILLAGE OF STILLWATER,
LLC**

By: 
Name: Tandi Hastings
Title: President

“GOLDEN OAKS”

**INDEPENDENT SCHOOL DISTRICT
OF PAYNE COUNTY, OKLAHOMA,
STILLWATER PUBLIC SCHOOLS**

By: _____
President, Board of Education

“DISTRICT”

MEMORANDUM OF UNDERSTANDING: Mental Health Agency
School Year 2024-2025

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on the Jun 11, 2024 by and between Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as 'School District,' and GRAND Mental Health Agency, hereinafter referred to as "Provider."

PREAMBLE

WHEREAS, Provider is engaged in the business of providing individual, family, and/or group mental health counseling for student populations; and

WHEREAS, Provider wishes to have access to the District's facilities in order to provide mental health and/or counseling services for students in the District, who would otherwise seek such services, subject to the terms and conditions contained herein; and

WHEREAS, the District recognizes that offering mental health and/or counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **MAINTENANCE OF LICENSURE** Provider shall maintain licensure as a licensed mental health professional (LMHP) or under supervision for licensure in the State of Oklahoma. If at any point Provider has allowed their license to lapse, expire, or otherwise become invalid, or if any other actions or omissions of Provider render them unfit or unable to perform the Services, this Agreement shall immediately terminate.
 - a. With prior approval from a school site, Case Management Level II and/or additional designated staff may provide services to support students with school-related goals, not to replace LMHP services, during pre-approved times. Without prior approval, care coordination may be terminated by district administration.
 - b. Behavioral Support Specialists must be trained by Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) as well as have prior approval from the school site to provide services during school hours. An interview with the school principal(s) and Special Services Director(s) must be completed prior to being placed in a school. Behavioral Support Specialists are only in schools with embedded teams and are intended to be at the school site M-F during the entirety of the school day.
2. **BACKGROUND CHECKS** Provider will maintain updated contact information of staff who provide services in school sites. Background checks, including a nationwide criminal check, multi-state sex offender check, OSBI criminal record check, and current drug

screen, staff name/contact information, and a signed statement indicating that said staff has read and will abide by the expectations set forth in the SPS Mental Health Provider Handbook must be provided prior to visiting a school site for the first time. Further, Provider agrees that it will not hire any individual to perform Services on District property pursuant to this Agreement, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to, a charge involving illegal substances or a sexual offense. Provider hereby certifies that none of its employees working on District property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act.

3. RECORDS Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider concerning students in compliance with the Family Educational Rights and Privacy Act and any other applicable state and federal laws regarding confidentiality of this information. Further, Provider shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations. All requests for pupil records must be submitted to the Assistant Superintendent of Educational Services in writing. After each meeting with a student at school, the District's Mental Health Provider Log will be completed. This applies to both embedded and visiting services.

RELATIONSHIP

- a. Independent Provider. Provider shall perform under this Agreement as an independent Provider, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
- b. Provider acknowledges that because Provider is not an employee of the District, the District will not pay for any employment-related expenses for Provider or provide Provider with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like.
- c. Non-assignment of Rights or Obligations. Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Provider or the District.
- d. Compliance with Board Policies and Administrative Regulations. Provider shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Provider shall receive a copy of the Mental Health Provider Handbook and agree in writing to adhere to all District policies and procedures.
- e. Currently enrolled SPS students are the only clients to be seen by the provider at any time on school property.
- f. Non-Exclusive Relationship. The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by Provider. The District has no obligation to

notify Provider, in writing or otherwise, upon entering into such an Agreement with another individual/entity.

g. Schedule and Site Expectations.

- i. The District shall establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District.
- ii. Provider will not be issued any type of key or badge by the District to allow access to a locked area of the school facility, but will be given access to the area of the facility where services are to take place by District personnel.
- iii. Prior to visiting a school for the first time, Provider will contact the SPS counselor for an introduction. Additional agency staff are expected to make contact with the school counselor prior to seeing any student at a school site for the first time.
- iv. Provider may see a student only at the time specified by the principal and/or school counselor. Schedules for the students receiving services will be set accordingly to have the least impact on the student's instructional day. Provider shall provide the District with their schedule within those approved times.
- v. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian (ROI). Students may not be seen at school without a current ROI on file. Provider is required to upload the ROI within 24 hours of seeing the student for the first time.
- vi. Provider shall insure that the District has a current list of all students being served by the Provider. When a new student is going to be seen at school, the agency therapist will communicate with the SPS counselor to arrange details including but not limited to frequency of visits and level of need.
- vii. Agency staff will sign in and out upon each visit to a school site and are required to wear a badge at all times.
- viii. When requested, Provider will attend monthly Multidisciplinary Team (MDT) meetings to discuss student progress, address concerns, and consider additional services as needed.
- ix. Provider must have parent permission to provide services during the school day. If the student has counseling as a related service on his/her IEP or the school cannot provide a confidential location for counseling, the Provider may take students off of school property to provide services pursuant to this Agreement. In such a case, Provider must obtain the written permission of the parent(s)/guardian(s) to take the student off of District property to provide counseling services and all counseling services for the student must be held off of District property.
- x. All Providers must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider.

- xi. If, at any time, a Provider demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
 - xii. The District may provide periodic written notice to students and families about the Services offered by Provider and the method to be used to access the Services. If provider intends to share information with the public regarding the Services offered at the District's facility(ies), Provider must submit such information to the District and obtain written approval from the District before publishing/issuing it. Such information must include explicit language stating that the Services are NOT SCHOOL SPONSORED SERVICES.
4. ASSUMPTION OF RISK Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Provider or as a result of or arising in connection with performing Services.
 5. INSURANCE Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy, Professional Liability insurance policy (PL) insuring Provider in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. Provider shall maintain any necessary liability insurance. Provider must add the District as an additional insured party on each policy and maintain the required insurance policies at all times while this Agreement is in effect. Provider agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, Provider must immediately notify the District and cease providing Services.
 6. INDEMNIFICATION Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns, insurers and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
 7. TRANSLATION COSTS Provider shall be responsible for costs associated with provision of any required translation services for Limited English Proficient parents or legal guardians of students receiving Services pursuant to this Agreement.
 8. WAIVERS No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Provider's obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

9. AMENDMENTS This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.
10. SEVERABILITY It is agreed that if any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.
11. MISCELLANEOUS This Agreement embodies the entire agreement and understanding between District and Provider relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written.
12. CHOICE OF LAW AND VENUE This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. Any action to enforce this Agreement shall be brought in the State District Court for Payne County, Oklahoma or the United States District Court for the Western District of Oklahoma. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of any suits or action or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.
13. THIRD PARTY BENEFICIARIES This Agreement is not a third-party beneficiary contract. No person or entity other than the Parties signing this Agreement shall have any rights under this Agreement.
14. TERMINATION This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice with or without cause, with or without a hearing.

 MHR, LPC  Luke Carrillo

Provider (Signature Name and Credentials)

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA President,
Board of Education

Name of District signing official (credentials/Title)



Houghton Mifflin Harcourt

Proposal #008984727

Prepared For

Stillwater Ind School District

Attention:

Ashley Moore

amoore@stillwaterschools.com

For the Purchase of:

Math 180 on Ed with Coachly 1 Year

License Dates to run from July 1st, 2024 to June 30, 2025

Prepared By

Renewals Automation

carolyn.minear@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

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14046 Collections Center Drive
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Attention:
Ashley Moore
amoore@stillwaterschools.com

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FAX: 800-269-5232

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**Proposal for
Stillwater Ind School District**

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Math 180						
Student Licenses						
1867368 9780358937449	Math 180 on Ed Student Digital Subscription 1 Year	\$109.00	60	\$6,540.00	\$654.00	\$5,886.00
Includes: Math 180 on Ed Student License, 1 Year Implementation Success						
Total for Student Licenses		\$5,886.00				
Teacher Licenses						
1821211 9780358654605	Math 180 on Ed Teacher Digital Subscription 1 Year	\$299.00	4	\$1,196.00	\$1,196.00	
Includes: Math 180 on Ed Teacher License, 1 Year Access to Teacher's Corner						
Total for Teacher Licenses		\$0.00				
Total for Math 180		\$5,886.00				

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**Proposal for
Stillwater Ind School District**

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Professional Services - Math 180</u>						
Coaching and Courses						
1868042	9780358943150 Math 180 on Ed Coachly 4 + In-Person Subscription 1 Year Grades 5-12 Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. The Coachly 4+ annual subscription includes 4 Coachly digital licenses and 1 in-person coaching days. In-person coaching days can support individuals or teams of teachers with lesson modeling, lesson planning, and data analysis.	\$5,500.00	1	\$5,500.00		\$5,500.00
Total for Coaching and Courses		\$5,500.00				
<u>Total for Professional Services - Math 180</u>		\$5,500.00				

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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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License Dates to run from July 1st, 2024 to June 30, 2025

<i>Total Savings:</i>	\$1,850.00
<i>Subtotal Purchase Amount:</i>	\$11,386.00
<i>Shipping & Handling:</i>	\$0.00
<i>Total Cost of Proposal (PO Amount):</i>	\$11,386.00

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Total Cost of Proposal (PO Amount): \$11,386.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print materials
 - Point of Contact for Digital materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Stillwater ISD	Stillwater ISD
314 S Lewis St	314 S Lewis St
Stillwater, OK 74074-3500	Stillwater, OK 74074-3500
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/22/2024

Proposal Expiration Date: 7/31/2024



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Houghton Mifflin Harcourt

Proposal #008984755

Prepared For

Stillwater Ind School District

Attention:

Ashley Moore

amoore@stillwaterschools.com

For the Purchase of:

Read 180 on Ed Stage B with Coachly 1 Year

License Dates to run from July 1st, 2024 to June 30, 2025

Prepared By

Renewals Automation

carolyn.minear@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

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**Proposal for
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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Stage B						
Student Licenses--75 SMS and 45 SJHS						
1866600 9780358937265	Read 180 on Ed Student Digital Subscription 1 Year	\$109.00	120	\$13,080.00	\$1,308.00	\$11,772.00
Includes: Read 180 on Ed Student License 1 Year Implementation Success						
Total for Student Licenses--75 SMS and 45 SJHS		\$11,772.00				
Teacher Licenses						
1835546 9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year	\$299.00	8	\$2,392.00	\$2,392.00	
Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner						
Total for Teacher Licenses		\$0.00				
Total for Stage B		\$11,772.00				

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Proposal for Stillwater Ind School District

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Professional Services - Read 180						
Implementation Success Plan						
1833602	9780358732082 Getting Started Introduction to Read 180 on Ed Live Online 2-Hour Grade 3-12 This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	\$800.00	1	\$800.00	\$800.00	
Total for Implementation Success Plan		\$0.00				
Coaching and Courses						
1868092	9780358942528 Read 180 on Ed Coachly 4 + In-Person 1 Year Grades 3-12 Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. The Coachly 4+ annual subscription includes 4 Coachly digital licenses and 1 in-person coaching days. In-person coaching days can support individuals or teams of teachers with lesson modeling, lesson planning, and data analysis.	\$5,500.00	2	\$11,000.00		\$11,000.00
Total for Coaching and Courses		\$11,000.00				
Total for Professional Services - Read 180		\$11,000.00				

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Proposal for
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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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License Dates to run from July 1st, 2024 to June 30, 2025

<i>Total Savings:</i>	\$3,700.00
<i>Subtotal Purchase Amount:</i>	\$22,772.00
<i>Shipping & Handling:</i>	\$0.00
<i>Total Cost of Proposal (PO Amount):</i>	\$22,772.00

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Chicago, IL 60693

Attention:
Ashley Moore
amoore@stillwaterschools.com

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Total Cost of Proposal (PO Amount): \$22,772.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print materials
 - Point of Contact for Digital materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Stillwater ISD	Stillwater ISD
314 S Lewis St	314 S Lewis St
Stillwater, OK 74074-3500	Stillwater, OK 74074-3500
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/22/2024

Proposal Expiration Date: 7/31/2024



Houghton Mifflin Harcourt

Send **Check Payments** to:
 Houghton Mifflin Harcourt Publishing Company
 14046 Collections Center Drive
 Chicago, IL 60693

Attention:
 Ashley Moore
 amoore@stillwaterschools.com

Send **Orders** to:
 orders@hmhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary

Stillwater Public Schools
Behavioral Therapy Services Agreement
School Year 2024-2025

This Agreement is entered into on the 1st day of July, 2024 by and between Independent School District No.16 of Payne County, Oklahoma ("District") and Hometeam Behavioral Health LLC ("Provider"), together referred to as the Parties.

RECITALS:

WHEREAS, the District and Provider desire to enter into a service agreement mutually advantageous to both parties.

WHEREAS, the District agrees to allow access to school-based Applied Behavioral Analysis behavioral therapy services from the Provider for private insurance-eligible students for the 2024-2025 school year at District's elementary and secondary schools.

WHEREAS, Provider desires to provide school-based behavioral therapy services and family support services under the terms and conditions of this Agreement and pursuant to private (non-school) compensation arrangements herein referenced.

NOW, THEREFORE, the parties agree as follows:

1. Provider shall designate Provider Employee(s) to deliver behavioral therapy to students and consultation services to staff at the assigned schools. The Provider Employee will possess licensure as a Board-Certified Behavior Analyst or be under supervision of a Board-Certified Behavior Analyst in preparation for licensure in the State of Oklahoma.
2. The Provider Employee, with parent permission, will provide services to eligible District students, that include Applied Behavioral Analysis Therapy, case management, and (as relevant to services) attendance of student-focused meetings- all of which are subject to the expectations of the Special Services Office and/or the principal of the school to:
 - a. Determine specific school based therapeutic needs in collaboration with special education administrators, building level administrators, parent/guardians, provider Board Certified Behavior Analyst, and classroom staff members , to plan appropriate therapies and activities, and assess, modify and improve services provided to each student as dictated by the student's individual needs and consistent with the terms of this Agreement;
 - b. Orient, train and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom;
 - c. Provide verbal and/or written reports to the District on a mutually agreeable schedule;
 - d. Provide in-service training for staff and families as mutually agreed upon by Parties to this Agreement;

3. In the event that the Provider Employee providing services under this Agreement is not providing services in accordance with the stated direction of the Special Services Office and/or the principal, the designated Provider administrative representative will be contacted. In the event that said issues are not resolved, Provider will, upon written request by the District, immediately remove Provider's Employee from the school. In addition, all issues Provider's Employees have will be managed through Provider and not the District.
4. Provider is an independent contractor and acknowledges and agrees that Provider's Employees are employees of Provider and not the District. Nothing in this Agreement shall be construed to constitute the Provider as an agent or employee of District, nor shall anything contained in this Agreement be construed to constitute the District as an agent of the Provider. All wages, taxes, benefits and other employment-related expenses and duties associated with the Provider 's Employee are the sole responsibility of Provider.
5. Services under this Agreement will extend from July 1, 2024 to June 30, 2025. The Provider Employee will provide services at the assigned school site only during school hours; upon appointment, when the particular school is in session according to the District's 2024-2025 school calendar. Provider must have parent permission to provide services during the school day and Provider is solely responsible for obtaining parent permission in writing.
6. Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider Employee concerning students in compliance with the Family Educational Rights and Privacy Act (FERPA) and any other applicable state and federal laws regarding the confidentiality of student information.
7. Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
8. Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy and Professional Liability insurance policy (PL) insuring Provider in an amount not less than \$1,000,000.00 for each occurrence, at its own expense, and will provide written proof of such coverage, upon request.
9. Further, Provider affirms that its employees and any subcontractor who will be on District property and acting on behalf of Provider in performance of this Agreement are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from the District.
10. Provider Employees will operate in accordance with the applicable federal and state laws and regulations and District policies, rules, regulations and applicable guidance. District special education administrators will supervise the day-to-day provision of these services.

11. The District and Provider agree that student safety is a top priority. In an effort to protect student safety, Provider agrees that it will neither hire nor assign any individual whether as, officer, agent, employee, or contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. Provider shall submit written proof to the District's Special Services Office that all applicable Provider Employees have passed background checks and had training in universal precautions, CPR and first aid, prior to entering any school to provide services pursuant to this Agreement. The District Special Services Office shall thereafter submit a list of approved Provider Employees who have met these criteria to the assigned school. All Provider Employees must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider. If, at any time, a Provider Employee demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
12. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian. Provider Employees may see a student only at the time specified by the principal. Provider shall insure that the Special Services Office has a current list of all students being served by the Provider.
13. A designation of Services by the Provider or a Provider Employee may not be written into a student's IEP or 504 Plan.
14. Provider acknowledges District's COVID-19 requirements for District's staff and for Provider Employees when on District campuses. Provider agrees that its employees; shall not enter any District site without checking their temperature to ensure a temperature below 100.4(F); have not tested positive for COVID-19; and have not, to their knowledge, been exposed to a person with COVID-19. Provider also agrees to adhere to District's mask requirements for individuals present at its sites as well as requirements for physical distancing and disinfection.
15. The Special Services Office will design a program review component with Provider to assess the guidelines and processes related to the delivery of services pursuant to this Agreement.
16. Either Provider or the District may choose to discontinue services during the term of this Agreement for any reason with 30 (thirty) calendar days' written notice. Any such termination of this Agreement by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.
17. No failure or delay in the exercise of any right, remedy, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any

- right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.
18. Provider, under no circumstances, will bill or attempt to bill the District for any services provided. All Provider compensation will be arranged through the student's private insurance carrier. The district will not bill or attempt to bill provider or private insurance company for any supervision that may be provided by school employed Board Certified Behavior Analyst.
 19. THIS CONTRACT IS NOT ASSIGNABLE, AND THE OBLIGATIONS OF THIS CONTRACT MAY NOT BE SUBCONTRACTED OR OTHERWISE DELEGATED TO OTHERS.
 20. This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and may be amended only in a writing signed by both Parties.

IN WITNESS WHEREOF, the District and Provider have executed this Agreement on the day and year, first above written.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

President, Board of Education

DATE

Hometeam Behavioral Health LLC



Alex Rivera

DATE

05-13-2024



Services Order Form

Order #: Q-359500-8
 Date: 2024-05-16
 Offer Valid Through: 2024-06-17

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Stillwater Public Schools

Address: 314 S Lewis St
 City: Stillwater
 State/Province: Oklahoma
 Zip/Postal Code: 74074
 Country: United States

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: Emily Harris
 Email: emharris@stillwaterschools.com
 Phone: +1 405 533 6300

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2024-07-01	2025-06-30	User	3,200	USD 8.73	USD 27,936.00
Canvas Studio Cloud Subscription	2024-07-01	2025-06-30	User	3,200	USD 4.76	USD 15,232.00
Training Portal Essential - Core On-Demand Content	2024-07-01	2025-06-30	Per Each	3,200	USD 2,420.00	USD 2,420.00
24x7 Tier 1 Support (Faculty Only)	2024-07-01	2025-06-30	30% of Subscription (Minimums Apply)	1	USD 8,380.80	USD 8,380.80
Recurring Sub-Total						USD 53,968.80
Canvas LMS - Tier 1 Support Setup			One Time Fee	1	USD 0.00	USD 0.00
Non-Recurring Sub-Total						USD 0.00
Year 1 Total						USD 53,968.80
Grand Total:						USD 53,968.80

Deliverable	Description	Expiration	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	N/A	3,200
Canvas Studio Cloud Subscription	Canvas Studio - K-12 Subscription (User)	N/A	3,200
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$4,500)	N/A	1
Canvas LMS - Tier 1 Support Setup	One-time fee for Tier 1 Support	N/A	1

The Items above must be completed during the time period beginning on the later of the Effective Date or the Initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Professional Services	Description	Expiration	Qty
Training Portal Essential - Core On-Demand Content	Unlimited access to core on-demand training content for teachers and admins through the Training Portal.		3,200

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Canvas Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
Portfolio: <https://portfolio.com/support-terms>
MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Auto Renewal Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12 month duration at an annual price increase of 10% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>
If yes, please enter PO Number: _____	

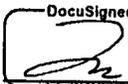
Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Stillwater Public Schools

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	 EE764B69151C4C8...
Name:	Austin Holden
Title:	Manager, Deal Desk
Date:	05/16/2024

PHYSICAL THERAPY SERVICES AGREEMENT

School Year 2024-2025

This Physical Therapy Services Agreement (the "Agreement") dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma ("Stillwater Schools") with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and Kari Fields ("PT"), with a notice address of 1615 W. University Ave., Stillwater, Oklahoma 74074.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and PT agree as follows:

- 1. Physical Therapy Services.** CONSULTANT agrees to make available to Stillwater Schools the services of a certified physical therapist (PT) for up to 1440 hours during the term of this Agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for PT to deliver services will be mutually determined by CONSULTANT and Stillwater Schools.
- 2. PT's Duties.** PT shall provide such physical therapy services as indicated by the Stillwater Schools' student's Individualized Education Program or 504 Accommodation Plan (the "Services"). The Services provided by the PT shall include, without limitation, providing physical therapy evaluations and treatment as deemed appropriate by PT and the Stillwater Schools Special Education Director, recording students' progress and preparing materials and assembling equipment used during treatment if necessary, participation in student-focused meetings and program-focused meetings, and completing paperwork as determined by Stillwater Public Schools. All equipment and materials to be used in treatment together with documentation forms will be provided by Stillwater Schools. The specific starting date for PT's delivery of Services will be mutually determined by PT and Stillwater Schools.
- 3. Certification and Licensure.** PT represents and warrants that PT is a certified physical therapist licensed by the State of Oklahoma. PT shall notify Stillwater Schools immediately if, for any reason, PT's Oklahoma physical therapy license is suspended or if PT's required certification is not renewed upon expiration.
- 4. Confidentiality.** PT agrees to adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.
- 5. Insurance.** PT represents and warrants that PT is insured under a professional liability policy in a minimum amount of \$1,000,000.00 per incident/occurrence and \$3,000,000.00 aggregate, and that such insurance covers PT when PT is providing services as a physical therapist on the premises of Stillwater Schools. PT agrees to provide Stillwater Schools with proof of insurance upon request.

6. **Worker's Compensation.** PT certifies that, by law, PT is not required to carry Worker's Compensation Insurance and shall in no event be entitled to such coverage from Stillwater Schools.
7. **OSHA and Background Checks.** PT represents and warrants that PT has received training in the prevention of exposure to bloodborne pathogens and other potentially infectious materials in accordance with the OSHA Standard on Bloodborne Pathogens ("OSHA training") and agrees to provide Stillwater Schools with written verification of same. If PT has not received OSHA training, PT agrees to attend a one-hour OSHA training course provided by Stillwater Schools at no cost to PT no later than October 1, 2024. PT further represents and warrants that PT has not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma or the sex offender registration provisions of another state or federal law. PT agrees to provide Stillwater Schools with written consent for Stillwater Schools to conduct such background checks and criminal history investigations as Stillwater Schools may request from time to time during the term of this Agreement.
8. **Compensation.** Stillwater Schools agrees to pay PT the sum of \$75.00 per hour for the Services will be provided on an individualized basis, as needed and will be charged as those services as provided at the \$75.00 per hour rate. PT agrees to invoice Stillwater Schools monthly for all Services provided. PT agrees and acknowledges **that all required documentation must be submitted to Stillwater Schools no later than the 3rd day of the month following the month in which the Services were provided and that Stillwater Schools will not forward payment to PT until Stillwater Schools has been provided the required documentation.** PT acknowledges that all revenue provided to PT pursuant to this Agreement constitutes "net earnings from self-employment" as the term is defined in Section 1402(a) of the Internal Revenue Code of 1986, as amended, and that Stillwater Schools shall have no obligation to PT as an employer for withholding and remitting taxes, insurance, FICA, etc.
9. **Term and Termination.** This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.
10. **Independent Contractor Status.** Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be an employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.

- 11. Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.
- 12. Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.
- 13. Miscellaneous.** This agreement embodies the entire agreement and understanding between Stillwater Schools and PT relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

Date: _____



KARI FIELDS, PT

Date: 5/22/2024

Stillwater Public Schools
Behavioral Consultation and Observation Agreement
School Year 2024-2025

This Agreement is entered into on the 1st day of July 2024 by and between Independent School District No. 16 of Payne County, Oklahoma ("District") and Kathryn Beaman, Ph.D. ("Provider"), together referred to as the Parties.

RECITALS:

WHEREAS, the District and Provider desire to enter into a service agreement mutually advantageous to both parties.

WHEREAS, the District agrees to allow access to school-based behavioral consultation and observation from the Provider for private insurance-eligible students for the 2023-2024 school year at District's elementary and secondary schools.

WHEREAS, Provider desires to provide school-based behavioral consultation and observation and family support services under the terms and conditions of this Agreement and pursuant to private (non-school) compensation arrangements herein referenced.

NOW, THEREFORE, the parties agree as follows:

1. In the event that the Provider providing services under this Agreement is not providing services in accordance with the stated direction of the Special Services Office and/or the principal, the Provider will be contacted. In the event that said issues are not resolved, Provider will, upon written request by the District, immediately stop providing services in the school.
2. Provider is an independent contractor and acknowledges and agrees that Provider is not an employee of the District. Nothing in this Agreement shall be construed to constitute the Provider as an agent or employee of District, nor shall anything contained in this Agreement be construed to constitute the District as an agent of the Provider. All wages, taxes, benefits and other employment-related expenses and duties associated with the Provider's employees are the sole responsibility of Provider.
3. Services under this Agreement will extend from March 4, 2024 to June 30, 2024. The Provider will provide consultation and observations at the assigned school site only during school hours: upon appointment, when the particular school is in session according to the District's 2023-2024 school calendar. Provider must have parent permission to provide services during the school day and Provider is solely responsible for obtaining parent permission in writing.
4. Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider concerning students in compliance with the Family Educational Rights and Privacy Act (FERPA) and any other applicable state and federal laws regarding the confidentiality of student information or protected health information.
5. Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
6. Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy and Professional Liability insurance policy (PL) insuring Provider in an amount not less than \$1,000,000.00 for each occurrence, at its own expense, and will provide written proof of such coverage, upon request.

15. No failure or delay in the exercise of any right, remedy, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.
16. Provider, under no circumstances, will bill or attempt to bill the District for any services provided. All Provider compensation will be arranged through the student's private insurance carrier.
17. THIS CONTRACT IS NOT ASSIGNABLE, AND THE OBLIGATIONS OF THIS CONTRACT MAY NOT BE SUBCONTRACTED OR OTHERWISE DELEGATED TO OTHERS.
18. This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and may be amended only in a writing signed by both Parties.
19. This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

IN WITNESS WHEREOF, the District and Provider have executed this Agreement on the day and year, first above written.

INDEPENDENT SCHOOL DISTRICT NO.
16 OF PAYNE COUNTY, OKLAHOMA

President, Board of Education

Date

PROVIDER


Kathryn Beaman, Ph.D.

3-19-24
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

Meridian Technology Center

and

Stillwater Public Schools

- Purpose:** The purpose of this Memorandum of Understanding is to outline an agreement in which **Meridian Technology Center** has agreed to provide **Stillwater Public Schools** the sum of \$50,000.00 to supplement funding for two Stillwater Middle School Gateway To Technology Programs (\$25,000.00 each). The funding award is for classroom and/or lab costs of the program listed above and may not be expended for any other purpose.
- Agreement Period:** The term of this Agreement is from July 1, 2024, through June 30, 2025.
- Payment Terms:** **Meridian Technology Center** will disburse funds on or before February 1, 2025.
- Facilities:** Classes will be conducted in facilities provided by **Stillwater Public Schools** and located at Stillwater Middle School.
- Program Materials And Equipment:** Program instructional materials and supplies for the classes identified will be provided by **Stillwater Public Schools**. **Meridian Technology Center** agrees to provide additional resources in the form of materials, instructional support, technology and equipment.
- Project Description:** **Stillwater Middle School** will provide the following program for the **2024-2025 School Year:**
- The SMS Gateway To Technology program for 6th and 7th grade students is designed to actively engage learners in hands-on projects and career exploration/preparation in an effort to increase student interest in viable careers and continued education and training to support their career goals.**

Meridian Technology Center will be responsible for the following:

1. Provide instructional support in the form of career specialists, guest speakers, special activities, etc.
2. Provide Student Service, Recruitment and Marketing services as needed.
3. Provide in-kind support services such as technical, facilities, etc.
4. Provide loaned and/or surplus items for program use.
5. Provide funding award to supplement the program listed above.

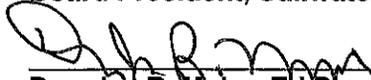
Stillwater Public Schools will be responsible for the following:

1. Provide qualified and certified administrative and instructional staff members to deliver the program listed above.
2. Provide facilities for the above listed program.
3. Provide utilities, maintenance, and custodial support for the above listed program.
4. Assist **Meridian Technology Center** in the evaluation of the project's objectives, Stillwater Public Schools agrees to cooperate with MTC to develop a mutually agreeable evaluation plan. Stillwater Public Schools agree to provide MTC narrative and financial reports, as requested, on the use of the funds.

It is understood that the **SMS Gateway To Technology Program** receives its primary funding from the **Stillwater Public Schools**. This additional grant award from **Meridian Technology Center** will continue on an annual basis as long as adequate funding is available and program evaluations continue to provide positive indicators for continued support. This agreement can be modified or cancelled by either or both parties if funding should change materially or become non-existent. It is agreed that this grant award will be based upon an annual agreement signed by the superintendent of both schools.

Signatures:

Board President, Stillwater Public Schools



Douglas R. Major, Ed.D.

Superintendent, Meridian Technology Center

Date

5-25-24

Date

OCCUPATIONAL THERAPY ASSISTANT SERVICES AGREEMENT

School Year 2024-2025

This Occupational Therapy Assistant Services Agreement (the “Agreement”) dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma (“Stillwater Schools”) with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and. (“CONSULTANT”), with a notice address of Motor Mouth Therapy, LLC, 4245 S. 188th E. Ave, Tulsa, OK 74134.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and CONSULTANT agree as follows:

- 1. Occupational Therapy Assistant Services.** CONSULTANT agrees to make available to Stillwater Schools certified occupational therapy assistant (COTA) services for up to 900 hours during the term of this Agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for COTA to deliver services will be mutually determined by CONSULTANT and Stillwater Schools.
- 2. COTA Duties.** The COTA shall provide such occupational therapy services as indicated by the Stillwater Schools’ student’s Individualized Education Program or 504 Accommodation Plan as established by the supervising Occupational Therapist (OTR). The COTA Services shall include, without limitation, collaborating with the supervising OTR in establishing a plan of care, recording student’s progress, preparing materials and assembling equipment used during treatment, participation in student-focused meetings and program-focused meetings as directed by the supervising OTR, and completing paperwork as determined by Stillwater Public Schools. All equipment and materials to be used in treatment together with documentation forms will be provided by Stillwater Schools.
- 3. Certification and Licensure.** CONSULTANT represents and warrants that the COTA Services will be provided only by a certified occupational therapy assistant licensed by the State of Oklahoma. CONSULTANT further warrants that it has conducted sex offender background checks on the OTR and determined that neither has a criminal history.
- 4. Supervision.** CONSULTANT acknowledges that any COTA contracted or employed by Stillwater Public Schools will be supervised by an OTR, who will be responsible for evaluating the performance of the COTA. The supervising OTR will be provided by Stillwater Public Schools. The OTR will report directly to and be overseen by the Office of Special Services.
- 5. Confidentiality.** CONSULTANT agrees that the COTA shall adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.

- 6. Insurance.** CONSULTANT represents and warrants that the COTA is insured under the CONSULTANT's professional liability policy in a minimum amount of \$2,000,000.00 per incident/occurrence and \$4,000,000.00 aggregate, and that such insurance covers the COTA when providing the COTA Services and under this agreement. CONSULTANT agrees to maintain the foregoing insurance policy at all times while this Agreement is in effect and agrees to notify Stillwater Schools immediately should the foregoing policy be canceled. CONSULTANT will provide Stillwater Schools with copies of the foregoing insurance policy.
- 7. Billing.** CONSULTANT agrees to submit itemized bill for services provided for the prior month by the 3rd day of current month. Stillwater Schools agrees to pay the sum of the monthly bill per the rate set forth in Section 8 to CONSULTANT by the 28th day of the current month. Each invoice shall contain a detailed statement of the COTA Services provided will include dates and times. Commute/travel to and from district is not an included service and Stillwater Public Schools will not be responsible for expenses incurred by therapist's commute.
- 8. Compensation.** Stillwater Schools agrees to pay CONSULTANT the sum of \$60.00 per hour for the COTA Services.
- 9. Term and Termination.** This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.
- 10. Independent Contractor Status.** Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.
- 11. Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.
- 12. Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii)

nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.

13. Miscellaneous. This agreement embodies the entire agreement and understanding between Stillwater Schools and CONSULTANT relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this

Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

Motor Mouth Therapy, LLC

By: Caitlin Bruder
Caitlin Bruder, Partner



NWEA, a division of Houghton Mifflin Harcourt Publishing Company

Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
Start Date: 07/01/2024
End Date: 06/30/2025

Created Date: 03/13/2024
Quote Number: 00090992
Agency Code: 24325

Prepared By: Raquel Hamons
Phone:
Email: raquel.hamons@nwea.org

Contact Name: Janet Vinson
Phone:
Email: jvinson@stillwaterschools.com

Bill To Name: Stillwater Public Schools
Bill To Address: 314 S Lewis St
Stillwater, OK 74074-3515

Ship To Name: Stillwater Public Schools
Ship To Address: 314 South Lewis
Stillwater, OK 74074

Table with 6 columns: Product, List Price, Sales Price, Quantity, Total Price, Item Discount. Rows include MAP Growth K-12, MAP Growth Subsidy, Onsite (3-hour session, up to 30 participants) for various MAP Growth products.

Quote Discount -\$2,820.00
Quote Subtotal \$50,670.00
Estimated Tax \$0.00
Grand Total \$50,670.00

Notes

Pricing per OPSRC membership year one for 24-25; OPSRC will pay the subsidy amount of \$12,000.

Terms and Conditions

This Schedule A is subject to the terms and conditions located at: https://legal.nwea.org/ (the "Agreement") for the Products and Services listed above.

General. Product and Onsite/Virtual Services-specific terms are located at: http://legal.nwea.org/msa_supplemental_terms.pdf.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html



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Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address or specify changes to your Account Manager.

Signature

Signature:  Printed Name: Janet Vinson

Date: April 2, 2024 Title: Assistant Superintendent

Signature: _____ Printed Name: _____

Date: _____ Title: _____

adjustment to the contractor.

4.0 Modification

Any change in the total amount of the contract shall be in writing and approved by both parties. Any change in services provided prior to the execution of a mutually-approved contract modification is not eligible for payment. When a budget is attached, it is agreed by both parties that all budget changes between line items exceeding 0 percent shall be in writing and approved by the contractor and DHS prior to any change in service.

5.0 Termination for Convenience

DHS shall terminate the contract in whole or in part for convenience when it is in DHS's best interest. DHS shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience, specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 30-calendar days from the date DHS issues the Notice of Termination for Convenience.

Notice of termination shall be in writing and electronic notification shall be sufficient.

When the contract is terminated, DHS is liable only for products and/or services delivered and accepted and for costs and expenses, exclusive of profit, reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

6.0 Termination for Cause

The contractor may terminate the contract for default or other just cause with a 30-calendar day written request. DHS may terminate the contract for default or other just cause upon written notification to the contractor.

Notice of termination shall be in writing and electronic notification shall be sufficient.

When the contract is terminated, DHS is liable only for payment for products and/or services delivered and accepted.

7.0 Sub-Contracting

The service to be performed under this contract shall not be assigned or sub-contracted in whole or in part to any other person or entity without advance DHS written consent. The terms of this contract and such additional terms as DHS may require shall be included in any approved sub-contract and approval of any sub-contract shall not relieve the contractor of any responsibility for performance required under this contract.

8.0 Travel Expenses

Travel expenses incurred pursuant to an acquisition by DHS shall be included in the total acquisition price in the supplier's contract. DHS shall not pay any travel expenses in addition to the total price in the contract.

9.0 Unavailability of Funding

DHS cannot guarantee the continued availability of funding for this contract, notwithstanding the consideration stated herein. In the event funds to finance this contract become unavailable either in full or in part due to insufficient funding, DHS may terminate this contract or reduce this contract consideration, upon written notice to the contractor. The notice shall be delivered by certified mail, return receipt requested, or hand-delivered with written proof of delivery. DHS shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in

consideration shall be specified in the notice, provided the funding adjustments stated in this paragraph shall not apply to payments made for services satisfactorily completed, prior to the effective date of the termination or reduction. In the event of a reduction in contract consideration, the contractor may work with DHS to reduce the Scope of Work proportionately or cancel this contract as of the effective date of the proposed reduction upon advance written notice to DHS. Both parties shall make a good faith effort to reach mutual agreement on reasonable phase-out costs upon notice of termination or reduction of contract.

10.0 Insurance

The contractor shall obtain and retain insurance including workers' compensation, vehicle insurance, medical malpractice, and general liability as applicable or as required by federal or state law prior to commencement of any work on this contract. The contractor shall timely renew the policies to be carried throughout the term of this contract and shall provide DHS with evidence of such insurance and renewals upon request, pursuant to this Section.

11.0 Limitation of Liability

The contractor agrees to indemnify DHS and the State of Oklahoma in respect to all damages, expenses, fines, judgments, and costs including, but not limited to, attorney fees arising from negligence, acts or omissions of the contractor, or its agents, sub-contractors, and assigns in connection with performance of this contract. Without waiving any defense or immunity and subject to the Oklahoma Governmental Tort Claims Act, DHS agrees to bear all expenses, fines, judgments, and costs that may arise from any acts or omission of its officials or employees in connection with this contract.

12.0 Employment Relationship

This contract does not create an employment relationship. Individuals performing services required by this contract are not employees of DHS or the State of Oklahoma. The contractor's employees shall not be considered employees of DHS nor the State of Oklahoma for any purpose and accordingly shall not be eligible for rights or benefits accruing to state employees. DHS retains the right to request replacement of assigned staff paid in full or partially by this contract.

13.0 Confidential Information

The contractor recognizes that DHS has and will have agency and client information that are confidential and need to be protected from disclosure. The contractor agrees that the contractor's employees, or any of its agents shall not at any time or in any manner, either directly or indirectly, use any information for the contractor's benefit or divulge, disclose, or communicate in any manner any confidential information to any third party.

14.0 Grievance Procedure

When this contract involves services to DHS clients, the contractor shall have a system for resolution of said grievances in place. The grievance system used by the contractor shall be subject to prior DHS approval.

15.0 Access to and Retention of Records

As used in this clause, records includes books, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with DHS the contractor agrees any pertinent federal or state agency shall have the right to examine and audit all records

relevant to execution and performance of the resultant contract.

The contractor is required to retain records relative to the contract for the duration of the contract and, for a period of seven years following completion and/or termination of the contract. When an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

16.0 Audit

Contractors that receive in excess of \$750,000 per year in federal funds must have a certified independent audit conducted in accordance with Government Auditing Standards and Office of Management and Budget (OMB) Compliance Supplement.

Contractors that receive in excess of \$750,000 per year in state or federal funds must have a certified independent audit of its entire operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of State Awards listing all state revenues and expenditures by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source. The certified independent audit must cover the period for which the contract was in effect.

A certified public accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. DHS retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.

The contractor must submit two copies of the annual audit along with a response to any audit findings and a copy of any management letter received, _____. Reports are sent to the Internal Audit Administrator, Office of Inspector General, and PO Box 25352, Oklahoma City, Oklahoma 73125.

At the request of DHS or the Oklahoma State Auditor, the contractor shall provide books, records, documents, accounting procedures, practices, or any other item relevant to the contract for examination.

17.0 Compliance with Law

The contractor shall be subject to all applicable federal and state laws, rules, and regulations, and all amendments thereto. The contractor agrees to devote special attention to its responsibilities under Oklahoma statutes; and observance of the compliance with the requirements, therefore, shall be the responsibility of the contractor without reliance on or direction by DHS.

18.0 Contract Jurisdiction

This contract will be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this contract or the rights and duties of the parties, the parties agree that such suit shall be brought in the Courts of the State of Oklahoma. To the extent that any provision of the contract is contrary to the Constitution or laws of the State of Oklahoma or of the United States, that provision shall be null, void, and unenforceable. However, the balance of the contract shall remain in force and effect.

19.0 Severability

When any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. When a court of competent

jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20.0 Equipment

Any equipment or other tangible materials directly and/or specifically purchased with funds provided through this contract and previously approved for said purchase by DHS shall remain/become the property of the State of Oklahoma and shall be held, maintained, and insured by the contractor for the benefit of DHS. Upon termination or cancellation of this contract, for any reason, DHS may demand the delivery and return of such equipment or materials at the contractor's sole cost and expense. The contractor shall notify DHS prior to the relocation or substantial alteration of such equipment or materials.

21.0 Conflict of Interest

All contractors must disclose any contractual relationship or any other contact with any state personnel, contractor, or sub-contractor involved in the development of the contractor's response to the solicitation resulting in this contract. Any conflict of interest shall, at the sole discretion of DHS, be the grounds for rejection of the contractor's proposal or termination of this contract.

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor is required to disclose any outside activities or interests that conflict, or may conflict, with the best interests of DHS or the State of Oklahoma. Further, the contractor shall not plan, prepare, or engage in any activity that conflicts, or may conflict, with the best interests of DHS or the State of Oklahoma during the period of this contract without DHS prior written approval. Prompt disclosure is required under this paragraph when the activity or interest is related, directly or indirectly, to any person or entity currently under contract with, or seeking to do business with DHS.

22.0 Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of this contract shall not be construed as a waiver of any such provisions or of the state's right to do so. Such failure to enforce shall not affect the validity of this contract or any part thereof or the State of Oklahoma's right to enforce any provisions at any time in accordance with its terms. Further, the state's selection of one remedy at law or in equity shall not be deemed an election of remedies and the State of Oklahoma shall maintain all rights and remedies provided herein.

23.0 Oklahoma Taxpayer and Citizen Protection Act of 2007

The contractor certifies that it, and all proposed sub-contractors whether known or unknown, at the time this contract is executed or awarded are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

24.0 Equal Opportunity and Discrimination

The contractor agrees to comply with all federal and state laws prohibiting discrimination and assures services shall be provided without distinction on the basis of race, sex, color, national origin, or disability and no other distinction will be made on the basis of age except as the law allows. The contractor ensures compliance with the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended; Executive Orders 11246 and 11375; and the Americans with Disabilities Act of 1990, per Public Law 101-336; and all

amendments to, and all requirements imposed by the regulations issued, pursuant to these acts.

25.0 Drug-free Workplace

Contractors that:

- receive federal grants;
- have a contract with federal agencies;
- have a sub-contract that includes a drug-free workplace requirement; or
- are subject to federal agency regulations, such as, but not limited to, those of the Department of Health and Human Services, Department of Transportation, Department of Defense, or Nuclear Regulatory Commission; and
- must certify compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

26.0 Environmental Protection

If the payments pursuant to this contract are expected to exceed \$100,000, then the contractor shall comply with Section 306 of the Clean Air Act 42 U.S.C. § 1957(L); Section 508 of the Clean Water Act, per 33 U.S.C. § 1638; Executive Order 11738; and Environmental Protection Agency (EPA) Regulations, per 40 C.F.R. Part 15 that prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

27.0 Whistleblower Protection Act

The parties acknowledge and agree the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections, 41 U.S.C. § 4712, may apply to this contract or grant and that no contractor's employee, sub-contractor, or grantee may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or public body enumerated in said section when that employee reasonably believes evidence exists of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety or a violation of law, rule or regulation related to a federal contract.

28.0 Lobbying

The contractor certifies compliance with the Anti-Lobbying law, per 31 U.S.C. § 1325, and implemented at 45 C.F.R. Part 93, for persons entering into a grant or cooperative contract over \$100,000 as defined at 45 C.F.R. 93 §§ 93.105 and 93.110.

29.0 Debarment, Suspension, and Other Responsibility Matters

By signing this contract, the contractor and any sub-contractor certify to the best of their knowledge and belief that they and their principals or participants:

- are not presently debarred, suspended, proposed for debarment or declared ineligible, or voluntarily excluded by any federal, state, or local department or agency;
- have not within a three-year period preceding this contract been convicted of, pled guilty, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract whether federal, state, or local; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- are not presently indicted for, or otherwise criminally indicted, or charged by a governmental

entity whether federal, state, or local with commission of any of the offenses enumerated in the paragraph above of this certification; and with any of the offenses enumerated above in this section; or have not, within a three-year period preceding this contract, had one or more public contracts, whether federal, state, or local terminated for cause or default.

30.0 False Claims Act

The contractor shall promptly notify DHS of any credible evidence that a principal, employee, agent, contractor, sub-grantee, sub-contractor, or other person submitted a false claim under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

31.0 Resources

When the contractor is another governmental entity, the contractor affirms that it has, or shall have under its control, by the date services are delivered, the personnel services, labor and equipment, machinery, or other facilities to perform the required work pursuant to this contract.

32.0 DHS Logo Requirements

During the term of the contract, and subsequent renewal periods of the contract, the contractor is authorized and shall include the DHS logo on its website and on all printed materials to indicate services are provided in coordination with DHS. A DHS logo may be obtained from the DHS website at: <http://www.okdhs.org/library/news/mk/docs/logos.htm> or by navigating to the DHS website at www.okdhs.org, select *Newsroom* and select *Logos*. Logo size selection and placement on materials or website shall be appropriate as determined by the contractor. Records of the use of the DHS logo shall be maintained by the contractor and available for review at DHS's discretion. The contractor is not authorized to modify the DHS logo or to use it in an inappropriate fashion. DHS bears no costs associated with the contractor's placement or use of the DHS logo. Upon DHS' request or termination or expiration of the contract, the contractor shall remove the DHS logo from its website and cease production of the DHS logo on printed materials. DHS solely reserves the right to determine enforceability of this clause.

33.0 Summation

This contract constitutes the entire contract and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or contracts, whether written or verbal of the parties relating to the work to be performed.

Signature and Agreement

This contract includes by reference, attachments A through B.

Contractor, as shown on page one: Stillwater Public Schools

Contractor representative signature

Contractor representative name (print)

Date

Authorized DHS representative signature

Authorized DHS representative name

Date

ATTACHMENT A
SCHOOL-BASED FAMILY SERVICES PROGRAM
DHS FAMILY SPECIALIST

This contract agreement is entered into by and between, OKLAHOMA HUMAN SERVICES (OKDHS) AND STILLWATER PUBLIC SCHOOLS located at 314 S Lewis St, Stillwater, OK 74074. The term of this Agreement shall be July 1, 2024, to June 30, 2025, unless terminated earlier in accordance with Termination provisions as outlined in the contract (Form 23CO190E). OKDHS and Stillwater Public Schools may be referred to collectively herein as "the Parties."

AGREEMENT PURPOSE

The purpose of this agreement is to describe the responsibilities of each party in the development, implementation, and operation of the SCHOOL-BASED FAMILY SERVICES PROGRAM (SBFSP).

BACKGROUND

Oklahoma Human Services is committed to providing a system of supports for families which is designed to identify and address barriers to their overall well-being. A critical part of this support network is our DHS Family Specialists (DHSFS) which provides direct and indirect services to students, families, and school personnel and enhances the school district's ability to meet its academic mission, especially where home, school and community collaboration is the key to achieving student and family success.

PROGRAM PURPOSE

The SCHOOL-BASED FAMILY SERVICES PROGRAM (SBFSP) offers funding to establish or expand a school district's pipeline of services to meet student/family needs. The **DHS Family Specialists (DHSFS)** will coordinate academic, social, and health services through local partnerships among public elementary and secondary schools and community-based organizations, nonprofit organizations, and other public or private entities.

SCOPE OF WORK

Oklahoma Human Services will provide an employee, hereinafter referred to as a **DHS Family Specialists (DHSFS)**, who will provide outreach services at Stillwater Public Schools for the 2024/25 school year.

The **DHS Family Specialists (DHSFS)** is a full-time OKDHS employee who serves as a liaison between the school and OKDHS, providing preventative services, assisting with benefits applications, and crisis intervention. The DHSFS is embedded in the school to ensure families can access safety net, work supports, family strengthening, and other services. The DHSFS may help maintain a positive collaboration with school personnel and OKDHS to communicate and support

the needs of students and families when obstacles hinder the success of the student and the family. Identified duties of the DHSFS include but are not limited to the following.

DHS Family Specialist (DHSFS) Job Duties:

1. Participate in school events such as enrollment, open houses, or community resource events to assist students and families have current and available information regarding services provided.
2. Identifies students and families that may be eligible for SoonerSelect, SNAP or TANF - this could be grandparents/relatives raising grandchildren AND parents who are low-income families. Assisting them with enrollment/re-enrollment and related education and information, including providers, services covered and PCP enrollment.
3. Provide support in obtaining community resources such as mental health services, transportation needs, housing needs, and food insecurity needs.
4. Identify at-risk children through inner-school referral system, with an emphasis on child safety, child well-being and parental/family protective factors.
5. Assist students and families in securing resources and services for identified transportation, housing, personal care and/or other needs required to ensure child safety and family protective factors are met.
6. When necessary, assist school faculty, staff, and administration in making Child Welfare referrals which could include gathering supporting documentation, providing education and information about the referral process, or making the referral directly when there is a child safety concern.
7. Act as a liaison to OKDHS when able which could include gathering information, setting up interviews, providing and/or facilitating school in-service presentations and training on OKDHS services.
8. Serve as a connection to OKDHS and act as a liaison to assist the school with the provision of social services within the community.
9. Provide support and assistance to development of or coordination of resources or school-based programs, projects and partnerships that assist schools with meeting social service needs of students and families.
10. Follow up and ongoing support for families to ensure needs continue to be met, satisfaction with services, and identify any new or existing barriers to services.

PARTIES AND REPRESENTATION

The Stillwater Public Schools and OKDHS agree to assign specific employees the primary responsibility for administrative activities related to this agreement, identified herein as:

Rose Ngirasob, DHS Family Specialist (DHSFS), Oklahoma Human Services

Sharissa Rattan, DHS Family Specialist Supervisor

Heather Cristiano, Program Manager, Oklahoma Human Services

Monica Brumnett, Program Administrator, Oklahoma Human Services

Kira Frisby, Wellness, Trauma & Emergency Response Coordinator, Stillwater Public Schools

Elizabeth McBee, Director of Federal and OSU Programs, Stillwater Public Schools

The School District and OKDHS agree to assign specific employees as supervisor liaisons with the primary responsibility of assisting with the smooth logistical implementation of the services rendered at each school site. These supervisor liaisons will meet monthly to discuss topics including, but not limited to:

1. Roles and responsibilities of the OKDHS staff and school personnel,
2. Referral process,
3. Documentation requirements,
4. Communication between DHSFS and school personnel,
5. Confidentiality issues.

OKDHS Responsibilities:

1. OKDHS will provide an employee, hereinafter referred to as a DHS Family Specialist (DHSFS) to be placed in school(s) designated by the district.
2. OKDHS will provide the same benefits to the DHSFS including but not limited to; workers compensation, state holidays and leave as listed for the School-Based Specialist's qualifications and tenure.
3. The DHSFS will retain the same rights and privileges and the same obligations set forth in OKDHS policy. The DHSFS will maintain office hours similar to the school staff members and shall be no less and no more than forty (40) hours per week.
4. OKDHS shall at all times supervise the DHSFS, OKDHS will advise the district of the supervisor's name and contact information. OKDHS shall appraise the DHSFS' performance.
5. The DHSFS will request leave in advance except in the event of an emergency and OKDHS will notify the district.
6. OKDHS will bill the district quarterly for 20% of the DHSFS' salary, benefits, and administrative costs.
7. The DHSFS will adhere to OKDHS' and district confidentiality requirements, and the school district's dress code and standards of conduct.
8. OKDHS will be responsible for maintenance and support for computer, equipment, and cell phones and retains ownership thereof.
9. Provide onboarding, shadowing as well as any OKDHS required trainings.

10. Provide appropriate information and support to assist the DHSFS in assessing and developing a care support plan for a student/family including but not limited to: review and appropriate communication of OKDHS Programs to determine services in place or needed.
11. Provide ongoing monitoring and consultation to contracted school administration on compliance with contract/contracted duties performed by the DHSFS.
12. Provide ongoing communication with the school district's staff both formally and informally, to ensure, to the best of OKDHS ability, that the DHSFS are aligned with the School(s) and District's mission and objectives and are adequately meeting students' needs.
13. In the event that School District deems that Distance Learning is necessary for reasons of health and safety. OKDHS will pay the agreed amount to the school district for these positions regardless of whether the schools are open the entire school year or not.

School District Responsibilities:

1. Provide secure physical office space conducive for confidential nature of school-based services and case management.
2. Advise the DHSFS and his/her supervisor of all rules and regulations applicable to the DHSFS' job duties.
3. The district shall pay OKDHS 20% of the DHSFS' salary, benefits, and administrative costs within forty-five (45) days of receiving a proper invoice from OKDHS.
4. Assign a school employee to act as a liaison between the district and OKDHS for periodic review of the program and services provided.
5. Provide broadband connectivity for the DHSFS through its existing network.
6. Supply OKDHS with any program data necessary for administration of the School Based Family Services Program (SBFSP), as allowed by state and federal law.
7. In the event that the district deems that Distance Learning is necessary for reasons of health and safety, it will continue to pay for the DHSFS at the agreed upon rate.

Data:

OKDHS and Stillwater Public Schools may share appropriate and permitted program data in accordance with state and federal laws, ensuring the protection of confidentiality and privacy rights of individuals involved. This collaboration aims to provide necessary support and services to families in need while maintaining the highest standards of data security and compliance.

1. DHSFS' will receive the following access to perform their job duties.
 - a. OKDHS email address
 - b. Access to OKDHS KIDS, IMS, and OnBase
 - c. Access to OKDHS software documentation platform; CCM-SAMS

Cost:

1. OKDHS agrees to invoice Stillwater Public Schools 20% of the recommended overall cost associated with the position.

OKLAHOMA DEPARTMENT OF
HUMAN SERVICES

STILLWATER PUBLIC SCHOOLS

By: _____

By: _____

Title: _____

Title: _____

ATTACHMENT B

DHS Regulatory Compliance Terms & Business Associate Agreement (BAA)

1. General Information Security Requirements

- a. No employee of Contractor or its subcontractors will be granted access to State of Oklahoma agency information systems without the prior completion and approval of applicable logon authorization and acceptable use requests.
- b. Contractor or its subcontractors will notify applicable State of Oklahoma agencies when employees who have access to agency information systems are terminated.
- c. Contractor or its subcontractors will disclose to Client any suspected breach of the security of the information system or the data contained therein in the most expedient time possible and without unreasonable delay and will cooperate with Client during the investigation of any such incident.
- d. Contractor or its subcontractors agree to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:
<https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>.

2. HIPAA Requirements and BAA

- a. Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).
- b. If applicable, Contractor will sign and adhere to a Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's security compliance as it pertains to this contract.

3. Business Associate Terms

- a. Definitions:
 - i. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however,

that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the applicable State of Oklahoma agency as a Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards" in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate's workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.

- ii. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears as Contractor above.
- iii. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103.
- iv. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.
- v. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, required By law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use.

4. Obligations of Business Associate

- a. Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will:
 - b. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
 - c. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
 - d. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;

- e. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;
- f. make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
- g. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
- h. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, require that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- i. report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
- j. promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days any successful Security Incident, as defined in the Security Rule, with respect to Electronic PHI;
- k. with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;
- l. to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI;
- m. provide access to PHI it maintains in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual requests access to PHI directly from

Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;

- n. make PHI it maintains in a Designated Record Set available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;
- o. document disclosure of PHI it maintains in a Designated Record Set and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;
- p. make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government officials and provide Covered Entity with a copy of all documents made available; and
- q. require that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall require that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.

5. Permitted Uses and Disclosures of PHI by Business Associate

- a. Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:
 - i. use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;

- ii. disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:
 - (i) the disclosures required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
- iii. disclose PHI to report violations of law to appropriate federal and state authorities; or
- iv. aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;
- v. make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;
- vi. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § 164.502(d)].

6. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- c. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
- d. Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

7. Term and Termination

- a. **Obligations of Business Associate upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- b. retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- c. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
- d. continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- e. not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
- f. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- g. All other obligations of Business Associate under this Agreement shall survive termination.
- h. Should the applicable State of Oklahoma agency become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, the agency shall provide Business Associate with written notice of such a breach in sufficient detail to enable Contractor to understand the specific nature of the breach. The State of Oklahoma agency shall be entitled to terminate the Underlying Contract associated with such breach if, after the applicable State of Oklahoma agency provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved per 45 C.F.R. §§ 164.504(e)(1)(ii)-(iii). & 164.314 (a)(2)(i)(C).

8. Miscellaneous

- a. **No Third Party Beneficiaries:** Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- b. Business Associate recognizes that any material breach of this Business Associate Terms section or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.
- c. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and related laws and regulations.

- d. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.
- e. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
- f. If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 calendar days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.
- g. Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

9. 42 C.F.R. Part 2 Related Provisions

- a. Confidentiality of Information. Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this Agreement. Contractor accepts the responsibilities for providing adequate supervision and training to their employees and agents to ensure compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this Agreement, whether during the period of the Agreement or thereafter. Furthermore, Contractor:
 - i. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2 and HIPAA, 45 C.F.R. Parts 160 and 164, and Title 43A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this Agreement or by law;

- ii. Acknowledges that pursuant to 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of any kind;
- iii. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2;
- iv. Agrees to use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Department of Human Services (DHS).
- v. Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.
- vi. Agrees to provide access to the protected information at the request of the State of Oklahoma agency or to an authorized individual as directed by the State of Oklahoma agency, in order to meet the requirement of 45 C.F.R. §164.524 which provides clients with the right to access and copy their own protected information;
- vii. Agrees to make any amendments to the protected information as directed or agreed to by the State of Oklahoma agency, pursuant to 45 C.F.R. §164.526;
- viii. Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the State of Oklahoma agency or created or received by the Contractor on behalf of the State of Oklahoma agency, to the State of Oklahoma agency and to the Secretary of the Department of Health and Human Services for purpose of the Secretary determining the giving party's compliance with HIPAA;

- ix. Agrees to provide the State of Oklahoma agency, or an authorized individual, information to permit the State of Oklahoma agency to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.
- b. Data Security. The Contractor agrees to maintain the data in a secure manner compatible with the content and use. The Contractor will control access to the data in compliance with the terms of this Agreement. Only the Contractor's personnel whose duties require the use of such information, will have regular access to the data. The Contractor's employees will be allowed access to the data only for the purpose set forth in this Agreement.
- c. Data Destruction. Contractor agrees to follow State of Oklahoma agency policies regarding secure data destruction.
- d. Use of Information. Contractor agrees that the information received or accessed through this Agreement shall not be used to the detriment of any individual nor for any purpose other than those stated in this Agreement.
- e. Redisclosure of Data. The Contractor agrees not to redisclose any information to a third party not covered by the Agreement unless written permission by the State of Oklahoma agency is received and redisclosure is permitted under applicable law.

10. FERPA Requirements

- a. In performance of this Agreement, Contractor agrees to comply with and assume responsibility for compliance by its employees with the Family Educational Rights and Privacy Act; (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013; (70 O.S. § 3-168), where personally identifiable student education data is exchanged.

To: School Work Study (SWS) Schools (The contact person for your school)

It is time for all the school districts that have a Transition School-to-Work: School Work Study contract to sign a new contract for fiscal year 2025 (July 1, 2024 – June 30, 2025).

You are receiving this email with a new contract and the Vendor Information Form attached. **You will need to complete the “eSign”, which will automatically send them back to us for our signatures.** The forms will be tracked electronically from that point.

Please complete the entire eSign. Then please review the **entire contract** and find the indicated signature block for your eSignature. Follow the instructions.

Optional: If this email has been sent to someone other than the proper signatory, you may click the hyperlink that allows you to have someone else sign, or you may download a copy of the vendor form and contract then sign and email it back in its entirety to klowry@okdrs.gov.

We must receive the completed contract and Vendor Information Form before we can process your contract. Please submit as soon as possible so there are no delays in the processing of your contract.

Remember, the “EIN number” is your Federal ID Number.

Services beginning July 1, 2024 or after may not be provided until the Award of Contract has been issued.

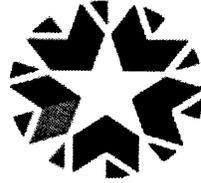
If you have questions about signing the contract, please communicate with Chris Compton and cc: Renee Sansom Briscoe at the Oklahoma Department of Rehabilitation Services. Their email addresses are ccompton@okdrs.gov at (405) 605-9651 and rsansom@okdrs.gov at (405) 212-7789. For SWS contract content and service questions, contact Renee Sansom Briscoe at rsansom@okdrs.gov or (405) 212-7789.

If there are planned personnel changes that affect this contract, please also provide the new information to Chris and Renee at the above email addresses.

Thank you for your help in this matter.



**OKLAHOMA
Rehabilitation Services**



**OKLAHOMA
Education**

The Workforce Innovation Opportunity Act (WIOA) requires the Department of Rehabilitation Services (DRS) to collect and report Measurable Skills Gains for youth.

To document these Measurable Skills Gains, Vocational Rehabilitation Counselors will need to obtain a consent form signed by a parent or the student (if they are age 18+) to then submit to your school to obtain copies of students' secondary transcripts. You can expect to receive such transcript requests at the end of each semester and should note that the signed consent forms are only good for one year.

The State Department of Education Special Education Services (OSDE-SES) and DRS request that LEAs collaborate with their local VR Counselors to establish procedures to assist VR Counselors with obtaining students' secondary transcripts and/or report cards to meet WIOA compliance.

Here are some examples of effective procedures VR counselors have shared:

1. The VR Counselor obtains a DRS release form signed by the student's parent/guardian or by the student if they are age 18+ (see example) and then provides a copy of the signed release forms to your school district. The LEA then provides the transcripts to the OKDRS/VR counselor.

(NOTE: LEA's are encouraged to establish a set contact person(s) for the VR Counselor to send consent forms, such as the counselor's office, registrar, special education administration support staff, etc.)

2. For those students participating in School Work Study (SWS), the VR Counselor will send copies of the signed release forms and the school can provide the students' transcripts along with the SWS time sheets.

3. The VR Counselor sends out the following letter to students and encloses a self-addressed postage-paid envelope for the student to return the transcript in the mail to DRS:

Dear [Client],

The first (second) semester of the school year is almost over, and I hope it has been a good semester for you! I am required to document in your vocational rehabilitation your educational process each semester. Please provide DRS with a copy of your semester's grades. Please return either a high school transcript for (insert the fall or spring semester and the year) or a report card in the enclosed postage-paid envelope or email it to me at (insert counselor's email address). Please contact me if you have any questions at all. Thank you!

Thank you for your support as we work to improve outcomes for students with disabilities.

Renee Sansom Briscoe

Renee Sansom Briscoe
Transition Coordinator
405-212-7789
rsansom@okdrs.gov

Lori Chesnut

Lori Chesnut
Program Specialist
405-521-4802
lori.chesnut@sde.ok.gov

**STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
TRANSITION SCHOOL-TO-WORK: WORK STUDY**

This agreement, consisting of seventeen (17) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

**Stillwater Public Schools
314 S. Lewis St.
Stillwater OK 74076-0879**

("Contractor" or "School"), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act both provide for transition services for children with disabilities to facilitate the child's movement from school to post-school activities including employment, 20 U.S.C. § 1401(34) and 29 U.S.C. § 721(a)(11)(D); and

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services at Subchapter 7 of Chapter 10 of Title 612 of the Oklahoma Administrative Code to implement the Transition from School-to- Work Program; and

WHEREAS, in the School-to-Work program, there are many services needed. Some of these services are provided by the school under the individualized education plan (IEP) and some are provided by the Oklahoma Department of Rehabilitation Services under the individualized plan for employment (IPE). Other services may be provided by the parents, Career Tech, and others. A major component of the Transition School-to-Work program is work-readiness training and work experience. The work experience can be provided through Work Adjustment Training or the three types of Work Study Programs.

NOW THEREFORE, the parties agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2024, whichever is the latter, through June 30, 2025. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

Students eligible to participate in Work Study (School Work Study, Worksite Learning, Employer Work Study) include those:

- with documented disabilities (includes IEP, 504 Plan, or other documents), who have been determined eligible for DRS services or are on a trial work plan, as determined by the DRS counselor;
- with an approved DRS case;
- with an individualized plan for employment (IPE) in place;
- with School Work Study (SWS) as a line of service on the IPE;
- who are at least sixteen (16) years of age; and
- who are attending high school.

All students participating in Work Study shall be DRS clients.

Students participating in Work Study may do so for **no more than 24 cumulative months**, as authorized in the form of Authorization(s) for Purchase(s) provided by the DRS counselors prior to the students starting work. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received authorization in the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

The months do not need to be consecutive. Based on individual needs and barriers due to disability, there may be exceptions where the student requires more time to make additional progress. In that instance, the DRS counselor may authorize additional time. Summer months spent in Work Study count in the 24 cumulative months. Transportation, scheduling, administrative or family convenience, or family/individual income needs are not acceptable reasons to extend Work Study beyond 24 cumulative months.

Participating students may work **no more than 15 cumulative hours per week during the school year** (i.e., during the day, evenings, weekends, or holidays). In each of the cases described above, the students **must** be given school credit for their participation during the school day, and the School staff and the DRS counselor will provide important guidance and instructional help around the work experience. If the student works after school hours, in the evening or on weekends, the School may also choose to give the student school credit and is encouraged to do so to support earning elective credits. The School will provide staff to work with the DRS counselor in the area of transition. The School will have at least one (1) person designated to serve as the “teacher/transition coordinator”. Paraprofessionals could serve as

transition coordinator or could also be assigned to help with the process and documentation. The School agrees to provide designated staff time for performing the needed duties related to transition. The School agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract.

Students wishing to continue working through the summer as part of Transition School-To-Work: Work Study may do so if the School's current contract, which expires June 30, is renewed for the following fiscal year that begins July 1st.

During the school year - The maximum number of hours worked per student that is reimbursable by the DRS **cannot** exceed 15 cumulative hours per week during the school year. The DRS will reimburse 100% of the wages paid by the School for a maximum 15 cumulative hours per week

During the summer months - The maximum number of hours worked may exceed 15 cumulative hours and no more than 20 per week for summer work only when pre-approved by the DRS counselor. The DRS will reimburse 100% of the wages paid by the School for a maximum 20 cumulative hours per week. Students may work a maximum 20 cumulative hours per week beginning with the first day of summer break. However, upon the first day back to school, the students must go back to working no more than a maximum 15 cumulative hours per week. All Child Labor Laws apply and must be adhered to.

<https://www.dol.gov/general/topic/youthlabor>

The School is required to continue supervising, monitoring, and reporting on students working in the School or in the community during the summer.

Paid work positions must reflect **real work/jobs** and include tasks that would normally be a function of that position. The students must be learning skills that will transfer to competitive, integrated employment in the community. Classroom instructional time does not count as work. The School must ensure that students have access to a wide variety of work/job types and must also ensure the School has enough work to cover the number of students intended to participate in the program. Examples of work/jobs within the School include, but are not limited to, the following:

- office assistant/mail clerk - deliver mail/messages, stamping, sealing, organizing, cleaning, stocking, inventory, ordering, shredding, answering phones, making ID badges, laminating, taking messages, greeting visitors;
- transportation assistant - cleaning buses inside and out, light vehicle maintenance, checking fluids, tire pressure, assisting with trip tickets, cleaning bus barn;
- teacher's aide - reading to groups/individuals, cleaning, organizing, light grading, bulletin boards, listening to students read, engage students in activities, shredding, making copies;

- custodial -operating electric floor cleaning machines, simple maintenance, taking out trash, cleaning classrooms, sanitizing, dusting lockers and trophy cases, cleaning windows, restocking bathrooms, vacuuming rugs;
- manager of sports team - scorekeeping, ordering, inventory, hauling/moving equipment, washing towels, preparing water jugs and equipment for practices and games;
- information technology assistant - using compressed air to clean computers and keyboards; replacing batteries, mice and keyboards; cleaning monitors; deliveries to students and/or teachers; organizing order tickets;
- clerk in school store or coffee/snack cart - greeting, stocking, inventory, organizing, ordering, taking orders, filling orders, taking money and making change, cleaning, making displays;
- cafeteria assistant - wiping down tables, taking out trash, loading dishes, preparing food and utensils, stocking, serving, organizing;
- library aide - greeting, accepting books, checking books out, shelving books, research, cleaning, organizing, doing displays, answering phones; and
- landscaping/maintenance - mowing, weed eating, edging, pulling weeds, cleaning up flower beds, planting flower beds, selecting flowers/plants, planting in flower beds, trimming trees/shrubs, raking and bagging leaves, picking up trash from parking lot or around school grounds, light repairs on school properties, such as replacing light bulbs, painting, exterminating pests, etc.

The same guidelines should be adhered to when selecting community placements for paid work experiences.

In the final nine (9) months of the student's Work Study (School Work Study, Worksite Learning, Employer Work Study), the student must work for an employer outside of the school or school district, unless otherwise approved by the DRS counselor. Students may not work in their family-owned business unless approved by the DRS counselor. This includes farms and other businesses.

Upon graduation with a standard diploma and high school exit, students receiving services through the Contract must cease work on the last day of school. They may not continue participation in School Work Study and/or Worksite Learning beyond their high school departure .

A. Work Study Program

There are two types of Work Study through DRS:

1. School Work Study (SWS) allows students with disabilities to **work on the School campus**. The students are supervised or closely monitored by School personnel and the School pays the students a wage, with the **DRS making reimbursement to the School** for

that payment. The **School maintains liability** for the students while working on campus.

1. Worksite Learning allows students with disabilities to **work in the community**. The students are supervised or closely monitored by School personnel and the School pays the students a wage, with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working off campus.

B. Other Work Opportunities

This is not a Work Study through DRS:

1. Employer Work Study allows students with disabilities employment experience in **part-time jobs in the community**, with the employers paying the wages/salary(ies). In this instance, the students are employees of the community employers, **employers maintain liability**, and **the DRS does not reimburse the employers for the wages/salary(ies)**.

C. Contractor's/School's Obligations

The Contractor's/School's designated teacher/transition coordinator shall:

1. be knowledgeable about the contents and requirements of the Contract;
2. have received written authorizations from the DRS counselors prior to initiating work study services for eligible students or paying for work study services rendered by eligible students (i.e., not starting a student to work before the DRS has approved in writing);
3. serve as a member of the IEP team and make decisions for job placement as a team;
4. provide information regarding the program to School personnel, students, and parents;
5. provide job readiness instruction and assistance to the students in the program prior to starting their jobs (e.g., helping them prepare for interviewing for the potential position) through transition services or five core pre-employment transition services:
 - a. job exploration counseling;
 - b. work-based learning experiences;
 - c. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
 - d. workplace readiness, including social and independent living skills; and
 - e. self-advocacy, including peer mentoring.
6. support students' job placement efforts, including tracking and regular follow up with students on their progress;
7. collaborate with the DRS counselor to keep track of all students who are taking part in the program, their place of employment, job title, and the skills they are learning or practicing, at least once per semester or whenever new students join or job duties change;
8. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the SWS services provided by DRS,

including, but not limited to, present levels of performance, services, and annual education/training or employment goals on the IEP;

1. document such transition services or pre-employment transition services provided and completed by participating students;
2. provide such documentation to the DRS counselor at the end of each semester;
3. submit (at the same time and by the 15th of the following month or whenever payroll is run by the School for their payment cycle) monthly invoices/pay stubs, time sheets, progress reports, and proof of payment to students for reimbursement of the wages paid to students participating in School Work Study and/or Worksite Learning; and
4. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to the DRS.

If claiming mileage reimbursement for the School's teacher/transition coordinator's travel to and from the job sites of participating Work Study students, the School shall submit monthly itineraries and travel claims that have been signed and verified by the School's designated signer.

D. DRS's Obligations

The DRS counselor shall:

1. provide authorization in the form of an Authorization for Purchase to the School's teacher/transition coordinator prior to the School initiating services for each eligible student participating in School Work Study and/or Worksite Learning;
2. provide a written/emailed approval to the School's teacher/transition coordinator prior to the initiation of a student's participation in Employer Work Study;
3. accept referrals, process applications, and help to organize the IEP and the IPE;
4. provide input on the IEP's employment goals, serve as a member of the IEP team, and make decisions for job placement as a team;
5. arrange work schedules to allow for meetings with School staff, the student in the program, parents, employers, and other people involved in the process;
6. organize and provide necessary services, such as, but not limited to vocational assessment & counseling and guidance;
7. provide the School's teacher/transition coordinator with updated information as it becomes available, upon request;
8. support students' job placement efforts, including tracking and regular follow up with students on their progress;
9. collaborate with the School's teacher/transition coordinator to keep track of all students who are taking part in the program, their place of employment, job title, and the skills they are learning or practicing, at least once per semester or whenever new students join or job duties change;
10. monitor students progress at job sites;
11. ensure that the School is submitting monthly timesheets, progress reports, proof of payments to students, and documentation of transition services or pre-employment transition services (as completed) on a regular basis;

1. provide reimbursement to the School for wages paid to students participating in School Work Study and/or Work Site Learning;
2. provide mileage reimbursement at the state rate for the School's teacher/transition coordinator's travel to and from job sites of students participating in School Work Study and/or Worksite Learning; and
3. provide support in assisting students graduating into Employer Work Study.

E. Student Wage

1. The DRS and the School agree that students who are employed by the School as part of a training program are not independent contractors, but employees of the School. **The School agrees to deduct state and federal income tax from wages paid to the student.** The School is responsible for costs incurred for workers' compensation or other expenses not included in the minimum wage reimbursed by the DRS, as part of its contribution toward providing coordinated transition services outlined in the Individuals with Disabilities Education Act (IDEA) and the Workforce Innovation and Opportunity Act (WIOA).

2. The DRS and the School further agree that **IRS regulations provide that services performed by a student who is employed by the school in which the student is enrolled are not considered "employment" for purposes of FICA (Federal Insurance Contribution Act—Social Security and Medicare) and FUTA (Federal Unemployment Tax Act—employment tax) payroll deductions.** 26 C.F.R. § 31.3121(b)(10)-2(a)(1) and § 31.3306(c)(10)-2(a). The rules provide that the services performed by the student must be incident to and for the purposes of pursuing a course of study at the School. 26 C.F.R. § 31.3121(b)(10)-2. **The DRS and the School agree that students who are employed by the School as part of a training program are not subject to FICA or FUTA, except as otherwise provided below.** The employee/student must be enrolled and regularly attending classes at the school where they are employed to have the status of a student within the meaning of the regulations. This exemption does not apply if the student is working for a private employer through Employer Work Study, rather than for the School as part of an internship program. *The student must be employed by the School in order for the exception to apply.* The Oklahoma Employment Security Act provides that employment as part of a work-training program is exempt from the definition of "employment" and, therefore, not subject to the Act and, therefore, should not be documented as wages paid in quarterly submissions to the Oklahoma Employment Security Commission (OESC). 40 O.S. §1-210 (15)(I). **At the end of the calendar year, students are to be provided a W-2 (Wage and Tax Statement), and not a 1099-Misc form for independent contractors.**

3. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received authorization in the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

I. Compensation

A. Contract Amount

The DRS shall reimburse the Contractor as follows:

- school months –the current federal minimum wage. EXEMPT from FICA and FUTA, thus should not be taken out of the student’s check.
- summer months –the current federal minimum wage, plus FICA and FUTA, as summer months are NOT exempt due to the student not being enrolled at least half-time in school.

Payment shall be made upon receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services. By law the **DRS cannot pay** in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

The **DRS will cancel the Contract if procedures are not followed** (e.g., putting students to work before authorized, inappropriate job placements, delayed billing, not submitting proper documentation as outlined in the Contract). If a settlement/ratification agreement must be reached between the Contractor and the DRS, the Contractor will receive only 50% of the funds for which it is seeking reimbursement.

The Oklahoma State Constitution, Article 10, Section 23 states, “Balanced Budget - Procedures. The state shall never create or authorize the creation of any debt or obligation, or fund or pay any deficit, against the state, or any department, institution, or agency thereof, regardless of its form or the source of money from which it is to be paid, except as may be provided in this section and in Sections 24 and 25 of Article X of the Constitution of the State of Oklahoma.”

An express or written contract is a document evidencing, among other things, the mutual consent of the contracting parties. The written document becomes effective when the parties have signified their mutual consent by the act of signing it. The act of signing occurs when it occurs and applies only to events in the future.

To ensure you stay within the law and that you receive full compensation for services provided, please wait for official written documentation from your DRS counselors as to when a service may actually begin for an approved DRS client. The DRS CANNOT backdate in order to pay for services for any youth with disabilities.

According to 70 O.S. § 5-142, school districts must conduct national criminal record background searches and fingerprinting on prospective employees. Therefore, the DRS will reimburse the School up to fifty dollars (\$50.00) per DRS client who:

- * is going to participate in School Work Study and/or Worksite Learning;

- * is at least eighteen (18) years of age; and
- * has not previously had a criminal background check completed by the school district or any other school district in Oklahoma.

This reimbursement will occur upon request and submission of properly completed documentation to the DRS counselor. If the Contractor chooses to request the expedited background check from the Oklahoma State Department of Education, the Contractor will be responsible for any additional fees beyond the fifty dollars (\$50.00).

A. Payment

The State of Oklahoma has forty-five (45) days from receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/pay stubs, timesheets, progress reports, and claims shall be sent to the DRS counselor who authorized services for each DRS client. **DRS cannot reimburse wages for School Work Study and/or Worksite Learning hours that were not authorized in the form of an Authorization for Purchase provided by the DRS counselor prior to the student starting work.** The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest. Pursuant to 2 C.F.R. § 200.407(n), 2 C.F.R. § 200.441, the DRS shall not use federal funds or non-federal funds used for vocational rehabilitation (VR) match to pay interest assessed for late payments to the Contractor.

B. Lapse Of Invoices/Claims

Properly completed and approved invoices/pay stubs, timesheets, and progress reports documenting the provision of services and/or proper claims for reimbursement of travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

I. Standard Terms

A. Equal Opportunity/Non-Discrimination

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended 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. §794; 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, color, religion, sex, national origin, age, or handicap.

A. Lobbying Activities

The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Debarment And Suspension

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

C. Drug-Free Workplace

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

D. Modification

The Contract may only be modified by mutual consent of the parties in writing.

E. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

F. Access To And Retention Of Records

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts and/or transcripts.

The Contractor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract, unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

G. Subcontracting

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

H. Compliance With State And Federal Laws

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

A. Travel

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

B. Client Confidentiality

The Contractor assures compliance with DRS requirements pertaining to the protection, use, and release of personal information. The Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the DRS client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

C. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

D. Audit

1. Federal Funds

Organizations that expend \$750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. State Funds

Corporations both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

1. **Auditor Approval and Audit Distribution**

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report, management letter (if applicable), corrective action plan to all audit findings, and the auditor's latest external quality control review report to the DRS Contracts Unit at 3535 N.W. 58th Street, Suite 300, Oklahoma City, OK 73112 or Contracts@okdrs.gov within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request for an extension to the physical address or email address listed above, citing the reason for delay. The DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if the DRS has not received the prior year audit.

E. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

F. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers' compensation insurance.

G. Insurance

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section

throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

A. Punitive Actions

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

B. Prior DRS/State Employment

The Contractor hereby certifies that at the start of the contract period neither he/she nor, if applicable, any member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract. This term shall not apply when the Contractor is a State of Oklahoma governmental entity.

C. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and are registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and is available at www.dhs.gov/E-Verify.

D. Contract Jurisdiction

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

E. Severability

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.

A. TikTok Ban

Pursuant to State of Oklahoma Governor's Executive Order 2022-33, no person or entity who contracts with the State of Oklahoma, including but not limited to any State agency, board, commission, or authority and agents thereof, shall download or use the TikTok application or visit the TikTok website on government networks or other State-owned or State-leased equipment.

B. Certification For Non-Boycott Of Israel Goods Or Services

Pursuant to 74 O.S. § 582, in contracts of more than \$100,000, the Contractor certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State of Oklahoma, and that it will not boycott Israel during the term of the Contract.

C. Certification For Non-Boycott Of Fossil Fuel Energy Companies

In contracts of \$100,000 or more and where the Contractor has 10 or more employees, the Contractor certifies that it does not currently boycott energy companies in violation of the Energy Discrimination Elimination Act of 2022 (74 O.S. § 12001 et seq.). The Contractor further certifies that it will not boycott energy companies in violation of the Act during the term of the Contract.

D. Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), strikes or labor disputes, embargoes, government orders, epidemics, pandemics or other similar events beyond the reasonable control of the party. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this clause.

If an event of Force Majeure occurs, the party injured by the other's inability to perform may elect one of the following remedies:

- to terminate the Contract in whole or in part; or

- to suspend the Contract, in whole or part, for the duration of the Force Majeure circumstances.

The party experiencing the Force Majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of Force Majeure on the injured party.

A. Termination For Funding Insufficiency

Notwithstanding anything to the contrary in any Contract document, the DRS may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, the Contractor shall be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the DRS of insufficient funding shall be accepted by and shall be final and binding on the Contractor.

B. Prohibition On Certain Telecommunications And Video Surveillance

The Contractor shall not obligate or expend funds received as payment under this contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by one of the prohibited companies as provided for at 2 C.F.R. § 200.216.

I. Signatures

AGREEMENT

between

OKLAHOMA STATE UNIVERSITY

OFFICE OF EDUCATOR SUPPORT

and

Independent School district No. 16 of Payne County, Oklahoma, d/b/a/ Stillwater Public Schools

for

FIELD CLINICAL EXPERIENCES

This AGREEMENT made and entered into this day of July 1, 2024, by and between the Oklahoma State University Office of Educator Support, party of the first part, hereinafter referred to as "OSU OES," and Stillwater Public Schools, party of the second part, hereinafter referred to as "SPS." Oklahoma State University students participating in an approved OSU OES field or clinical experience course will be referred to as OSU OES candidates.

SECTION 1 SPS agrees to provide the authorization, supervision, and instruction of OSU OES candidates completing the field and clinical experiences component of the teacher preparation program. 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 the OSU OES and SPS. OSU OES requires all candidates to have a cleared Oklahoma State Bureau of Investigation (OSBI) name check prior to being placed in any field experience or clinical practice. OSU OES will not place a candidate without a clear OSBI check, but the completion of a cleared OSBI name check will not necessarily require SPS to accept that OSU OES candidate in a field or clinical experience. All placements should be mutually acceptable to both parties and either party may withdraw a candidate from the program if they believe it is not in the best interest of the candidate, faculty member, or the program to continue. Procedures for problem solving are detailed in the Handbook for Cooperating Teachers, Supervisors, and Principals. The OSU OES will provide the appropriate forms, collect the fees, and provide the information to SPS. The completed OSBI report will be valid for up to four (4) years while the candidate is enrolled at OSU.

SECTION 2 SPS agrees to accept OSU OES candidates for assignment in the public schools with cooperating teachers, administrators, and other related teaching personnel. SPS further agrees the cooperating certified staff will give direct supervision to the OSU OES candidates assigned and will work with a faculty member assigned by the OSU OES in directing and evaluating the field or clinical experience.

SECTION 3 The OSU OES agrees to award *Certificates of Professional Development (CPD)* for SPS certified staff who supervise OSU OES candidates. Each cooperating certified staff member who singly supervises a student teacher for 12 weeks will receive a three hour CPD. For each 360 hours of clinical observations, a one hour CPD will be awarded to SPS. This certificate provides a tuition waiver for the continuing professional development of the certified staff member. Cooperating teachers must complete an online evaluation of candidate performance prior to the last day of the semester serving as a cooperating teacher; failure to do so will result in no CPD being issued for that cooperating teacher. The cooperating certified staff member of record can transfer the certificate to another SPS certified or non-certified contracted staff member seeking educator certification with the approval of the superintendent. Certificates cannot be sold. If a certified staff member chooses not to redeem the certificate, it must be redeemed by another member of the SPS staff following all OSU OES and district procedures. The donating certified

staff member (or superintendent approved district administrator with documentation of donation), the certificate recipient and the superintendent must sign the certificate in order to complete the transfer. Certificates must be used during the semester in which course work is completed and will expire after 18 months. Lost CPDs cannot be replaced. No more than 6 hours of certificates may be redeemed by any one person during a semester or summer session. Certificates can only be used to pay for resident, correspondence or extension courses.

SECTION 4 The OSU OES agrees to provide or arrange for non-credit staff development training related to supervision for those teachers desiring to serve as supervisors of teacher candidates and other clinical experiences. All instructors (tenure-track faculty, adjunct faculty, visiting faculty, and graduate teaching assistants or associates) are required to complete FERPA training. As part of our national accreditation, we are required to teach and assess the professional dispositions of our candidates throughout their coursework. Remediation is provided for any candidate receiving a low score on any element in each course. The elements in this assessment include ethics, professionalism, commitment to education, respect for diversity, work ethic, communication, learner attributes, cooperative/collaborative nature, and flexibility.

All OSU candidates are protected under FERPA. Mentor teachers with concerns about a candidate should communicate with their own administrator/principal and/or Dr. Kathy Thomas, Clinical Education Manager, OSU OES.

SECTION 5 All field experience requests will be initially processed for each course and each semester through the OSU OES Field and Clinical Experiences office. Requests will be processed through the SPS online portal by OSU OES and will be given to the designated SPS district personnel for further processing and site placement.

SECTION 6 The OSU OES agrees to provide SPS a report of the year's activities with field and clinical experiences including the schools involved, the various experiences and activities that occurred and the number of CPDs and hours awarded to SPS teachers and the district.

SECTION 7 All other addendums previously agreed to by both parties remain in effect. Courses that require student placement (all types listed in section 1) will be annually provided to SPS with any changes in field experience or clinical practice description (see addendum).

SECTION 8 All OSU employees are covered by professional insurance for their actions performed within the scope of their employment but the university is prohibited from indemnifying a third party (candidates). Therefore, OSU advises all candidates to purchase professional liability insurance through a professional organization. Candidates placed in SPS for clinical practice will be advised that they must show proof of liability insurance when requested. OSU will not be responsible for maintaining coverage for any liability arising from the acts and/or omissions of the employees, representatives or agents of Stillwater Public Schools.

SPS will maintain adequate insurance to provide coverage for the liabilities arising from the acts and/or omissions of employees, representatives or agents of SPS who are participating in the internship program with OSU. SPS will not be responsible for maintaining coverage for any liability arising from the acts and/or omissions of the candidates, employees, representatives or agents of Oklahoma State University. Worker's compensation coverage is not provided to the OSU candidate by Stillwater Public Schools.

SECTION 9 This AGREEMENT is for a period of one (1) year beginning July 1, 2024, and ending June 30, 2025, and may be renewed by memorandum of agreement between the two parties.

By: Toni Ivey

Dr. Toni Ivey
Director of Office of Educator Support
College of Education and Human Sciences

Date: 05-23-2024

By: _____

President of the Stillwater School Board
Stillwater Public Schools

Date _____

Addendum

ExCEL Field Experience, Elementary Education

Oklahoma State University provides senior undergraduate elementary education teacher candidates the option of participating in 1) All-day Monday field placements (8 hrs per week) or 2) ExCEL field placements (200 hrs per week). This addendum is to address the ExCEL field placements.

History of the Program: ExCEL (Excellence in Collaborative, Experiential Learning) began in 2000, an initiative of a faculty team acting on a strong belief in the importance of experiential learning for pre-service teachers and the power of strong school university partnerships in realizing OSU's Land Grant mission.

Design of the Program: ExCEL is an alternatively structured placement option for Elementary Education majors in their senior year. ExCEL employs a mentoring triad, an SPS classroom mentor and an OSU faculty mentor for each student, and a gradual release model. ExCEL participants are in the mentor's classroom two and a half days a week—two full days (7:30 am – 3:30 pm), and a three-hour block on a third day. During the ExCEL semester, candidates take 15 hours of university coursework including science, social studies, intermediate math methods, classroom management, and teaching diverse language learners. Students and mentor teachers who have a successful ExCEL experience may continue to work together in the Elementary Education internship.

Core features of ExCEL include:

- Cohort placements at schools
- OSU faculty who serve as site coordinators/cohort leaders, observing candidates in place and meeting regularly with cohort groups for responsive teaching
- A co-teaching model paired with gradual release. ExCEL is not an observation but a fully engaged internship experience.
- A Teacher Development Project (TDP) that supports candidates in thoughtful reflection toward growing a philosophy of teaching and reflective practice.
- A capstone celebration for mentoring faculty, families, and friends.

Role of the ExCEL Director: The ExCEL Director facilitates with OES in recruitment, interviews, placements, and orientation as well as communication with school partners. The director also leads an orientation for students, mentor support and training (usually August), handbook updates and distribution, syllabus, schedule, work with principals and OES to address any changes in placements due to teacher reassignments or resignations. The director coordinates with the OES and Elementary Education area coordinator to provide additional support for candidates.

Role/Duties of the ExCEL Site Coordinator/Cohort Leader: Site coordinators observe and interact with candidates at the school and check in with mentors and administrators on a regular basis to provide any needed support or guidance to ensure candidates are contributing in a positive manner and growing steadily. Site coordinators are responsible for informing the ExCEL director of any concerns and seeking support early, including attendance, dispositions, skills, etc.

Role/Duties of the ExCEL Mentor Teacher: ExCEL mentor teachers serve as models for exceptional teaching and actively guide and support candidates. Mentors who encounter difficulties with a candidate should contact their 1) site faculty supervisor for ExCEL, 2) ExCEL coordinator, and then 3) the OES if problems persist.

Role/Duties of OSU Elementary Education Program: The area coordinator of the Elementary Education program schedules the courses all teacher candidates complete in the major as well as ensures curricular alignment within and among sections of courses to ensure competency mastery and accreditation and certification requirements.

Role/Duties of OSU Office of Educator Support: The OES conducts interviews with teacher candidates and consults with the ExCEL Director about specific placements, making every effort to make sure the number of candidates at each site is equitable taking into consideration the number of qualified mentors at requested grade levels.. The OES collects lists of willing mentors from site principals, submits placement requests to the administration office, communicates via email with the teacher candidates regarding their placement information and GCN training, and provides background checks to SPS. The OES provides mentor teachers with mentor training and co-teaching materials and coordinates with the ExCEL Director and Area Coordinator to support candidates who need Plans of Expectations or Plans of Improvement.

Role of Stillwater Public Schools: The placement process is a true partnership between OES and the school sites per our accreditation requirements. SPS principals provide a list of willing mentors with a minimum of three years' classroom experience who they believe will make excellent mentors. SPS provides opportunities for teacher candidates to lead learners through best-practices instruction in reading, writing, literacy, mathematics, science, and social studies. Additionally, SPS ensures OES policies concerning classroom substitutes are followed. [Mentor Handbook | Oklahoma State University](#).

Course	Experience	Program	Level	Semester	Time Required	OSBI RQ	May be placed in SPS?	OSHA RQ
AGED4200	Internship	Agricultural	7-12	Fall/Spring	12wks	Yes	Yes	Yes
AGED3101	Field Exp	Agricultural	7-12	Fall/Spring	TBD	Yes	Yes	No
CPSY5593	Practicum	Counseling	P-12	Summer	40 hrs	Yes	Yes	Yes
CPSY5683	Internship 1	Counseling	P-12	Fall/Spring	120 hrs	Yes	Yes	Yes
CPSY5693	Internship 2	Counseling	P-12	Fall/Spring	120 hrs	Yes	Yes	Yes
HDFS2211	Field Exp	Early Childhood	P-3	Fall/Spring	1day/wk for Sem.	Yes	Yes	No
HDFS3202	Field Exp	Early Childhood	P-3	Fall/Spring	2days/wk for Sem.	Yes	Yes	No
HDFS4313	Field Exp	Early Childhood	P-3	Fall/Spring	2days/wk for Sem.	Yes	Yes	No
HDFS4339	Internship	Early Childhood	P-3	Fall/spring	14 wks	Yes	Yes	Yes
SPSY5110	Practicum	School Psychology	K-12	Fall/Spring	120 hrs	Yes	Yes	No
CIED3622	Field Exp	Elementary	6-8	Fall/Spring	24hrs	Yes	Yes	No
CIED4450	Internship	Elementary	1-8	Fall/Spring	16 weeks	Yes	Yes	Yes

CIED 5450	Internship	Elementary	1-8	Fall/Spring	16 weeks	Yes	Yes	Yes
CIED2453	Field Exp	Elementary	1-5	Fall	24 hours	Yes	Yes	No
CIED 4373	Field Exp	Elementary	1-5	Fall/Spring	96hours	Yes	Yes	No
CIED 5213	Field Exp	Elementary	1-5	Fall/Spring	24 hours	Yes	Yes	No
CIED 5310	Field Exp	Elementary	1-8	Fall/Spring	80 hours	Yes	Yes	No
HDFS4520	Internship	Family & Consumer Sciences	Sr.	Fall/Spring	12 weeks	Yes	Yes	Yes
MUSI 2722	Field Exp	Music	K-12	Fall/Spring	TBD	Yes	Yes	No
MUSI 2832	Field Exp	Music	K-12	Fall/Spring	TBD	Yes	Yes	No
MUSI 4940	Internship	Music	K-12	Fall/Spring	14wks	Yes	Yes	Yes
SMED1011 (Step 1)	Field Exp	OSUTeach	K-12	Fall/Spring	5 hours total	Yes	Yes	No
SMED2011 (Step 2)	Field Exp	OSUTeach	K-12	Fall/Spring	5 hours total	Yes	Yes	No
SMED4023	Field Exp	OSUTeach	6-12	Fall/Spring	42 hours total	Yes	Yes	No
SMED4720	Internship	OSUTeach	6-12	Fall/Spring	16 weeks	Yes	Yes	Yes
SMED4013	Field Exp	OSUTeach	6-12	Fall/Spring	26 hours	Yes	Yes	No
CIED5463	Clinical	Reading Specialist	K-8	Fall/Spring	10 hrs	Yes	No	No

CIED4724	Field Exp	Secondary	K-12	Fall/Spring	42 hours	Yes	Yes	No
CIED3313	Field Exp	Secondary	8-12	Fall/Spring	60hrs	Yes	Yes	No
CIED4720	Internship	Secondary	K-12	Fall/Spring	16 weeks	Yes	Yes	Yes
CDIS5210	Clinical	Speech Pathology	K-12	Fall/Spring	F=160hrs/Sp=240hrs	Yes	Yes	No

OCCUPATIONAL THERAPY SERVICES AGREEMENT
School Year 2024-2025

This Occupational Therapy Services Agreement (the "Agreement") dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma ("Stillwater Schools") with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and ("CONSULTANT"), with a notice address of **Oklahoma Therapy Consultants, PO Box 7465, Moore, OK 73153**

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and CONSULTANT agree as follows:

1. **Occupational Therapy Services.** CONSULTANT agrees to make available to Stillwater Schools the services of a certified occupational therapist (OTR) for up to 460 hours during the term of this Agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for services will be mutually determined by CONSULTANT and Stillwater Schools. CONSULTANT agrees to make available to Stillwater Public Schools the services of a certified occupational therapist assistant (COTA) for up to 760 hours during the term of this Agreement.

2. **OTR Duties.** The OTR shall provide such occupational therapy services as indicated by the Stillwater Schools' student's Individualized Education Program or 504 Accommodation Plan as established by the OTR (the "OTR Services"). The OTR Services shall include, without limitation, establishing a plan of care, recording student's progress, preparing materials and assembling equipment used during treatment, participation in student-focused meetings and program-focused meetings, and completing paperwork as determined by Stillwater Public Schools. All equipment and materials to be used in treatment together with documentation forms will be provided by Stillwater Schools.

3. **COTA Duties.** The COTA shall work under the direct supervision of an OTR and provide such occupational therapy services as indicated by the Stillwater Public Schools' student's Individualized Education Program or 504 Accommodation Plan. The COTA Services shall include, without limitation, following the established plan of care, recording student's progress, preparing materials and assembling equipment used during treatment, participation in student-focused meetings and program-focused meetings. All equipment and materials to be used in treatment together with documentation forms will be provided by Stillwater Schools.

4. Certification and Licensure. CONSULTANT represents and warrants that the OTR Services will be provided only by a certified occupational therapist licensed by the State of Oklahoma. CONSULTANT represents and warrants that the COTA Services will be provided only by a certified occupational therapist assistant licensed by the State of Oklahoma. CONSULTANT further warrants that it has conducted sex offender background checks on the OTR, COTA, and determined that none have a criminal history.

5. Confidentiality. CONSULTANT agrees that the OTR and COTA shall adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.

6. Insurance. CONSULTANT represents and warrants that the OTR is insured under the CONSULTANT's professional liability policy in a minimum amount of \$2,000,000.00 per incident/occurrence and \$4,000,000.00 aggregate, and that such insurance covers the OTR when providing the OTR Services and under this agreement. CONSULTANT agrees to maintain the foregoing insurance policy at all times while this Agreement is in effect and agrees to notify Stillwater Schools immediately should the foregoing policy be canceled. CONSULTANT will provide Stillwater Schools with copies of the foregoing insurance policy.

7. Billing. CONSULTANT agrees to submit itemized bill for services provided for the prior month by the 3rd day of current month. Stillwater Schools agrees to pay the sum of the monthly bill per the rate set forth in Section 10 to CONSULTANT by the 28th day of the current month. Each invoice shall contain a detailed statement of the OTR and COTA Services performed including dates and times. All travel within district and outside of the district boundaries will be included in the round trip rate included in Section 10.

8. OSHA and Background Checks. CONSULTANT represents and warrants that the assigned OTR have received training in the prevention of exposure to bloodborne pathogens and other potentially infectious materials in accordance with the OSHA Standard on Bloodborne Pathogens ("OSHA training") and agrees to provide Stillwater Schools with written verification of same. If the assigned OTR has not received OSHA training, CONSULTANT agrees that said OTR shall attend a one-hour OSHA training course provided by Stillwater Schools at no cost to CONSULTANT no later than October 1, 2024. CONSULTANT further represents and warrants that the OTR have not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma or the sex offender registration provisions of another state or federal law. CONSULTANT agrees to provide Stillwater Schools with written consent for the OTR for Stillwater Schools to conduct such background checks and criminal history investigations as Stillwater Schools may request from time to time during the term of this Agreement.

9. **Compensation.** Stillwater Schools agrees to pay CONSULTANT the sum of \$75.00 per hour for the OTR Services, \$60.00 per hour for COTA Services. Stillwater Schools agrees to pay CONSULTANT a travel fee of \$32.50 per round trip to the district for each therapist.

10. **Term and Termination.** This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.

11. **Independent Contractor Status.** Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.

12. **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed. regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

13. **Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.

14. **Miscellaneous.** This agreement embodies the entire agreement and understanding between Stillwater Schools and CONSULTANT relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors

and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

Date: _____

Oklahoma Therapy Consultants

By: *Sonja Mangrum, MOT, OTR/L*
Sonja Mangrum, OTR/L

Date: 5/21/2024

MEMORANDUM OF UNDERSTANDING: Mental Health Agency
School Year 2024-2025 -

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on the 11th June, 2024 by and between Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as 'School District,' and Payne County Youth Services - , hereinafter referred to as "Provider."

PREAMBLE

WHEREAS, Provider is engaged in the business of providing individual, family, and/or group mental health counseling for student populations; and

WHEREAS, Provider wishes to have access to the District's facilities in order to provide mental health and/or counseling services for students in the District, who would otherwise seek such services, subject to the terms and conditions contained herein; and

WHEREAS, the District recognizes that offering mental health and/or counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **MAINTENANCE OF LICENSURE** Provider shall maintain licensure as a licensed mental health professional (LMHP) or under supervision for licensure in the State of Oklahoma. If at any point Provider has allowed their license to lapse, expire, or otherwise become invalid, or if any other actions or omissions of Provider render them unfit or unable to perform the Services, this Agreement shall immediately terminate.
 - a. With prior approval from a school site, Case Management Level II and/or additional designated staff may provide services to support students with school-related goals, not to replace LMHP services, during pre-approved times. Without prior approval, care coordination may be terminated by district administration.
 - b. Behavioral Support Specialists must be trained by Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) as well as have prior approval from the school site to provide services during school hours. An interview with the school principal(s) and Special Services Director(s) must be completed prior to being placed in a school. Behavioral Support Specialists are only in schools with embedded teams and are intended to be at the school site M-F during the entirety of the school day.
2. **BACKGROUND CHECKS** Provider will maintain updated contact information of staff who provide services in school sites. Background checks, including a nationwide criminal check, multi-state sex offender check, OSBI criminal record check, and current drug

screen, staff name/contact information, and a signed statement indicating that said staff has read and will abide by the expectations set forth in the SPS Mental Health Provider Handbook must be provided prior to visiting a school site for the first time. Further, Provider agrees that it will not hire any individual to perform Services on District property pursuant to this Agreement, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to, a charge involving illegal substances or a sexual offense. Provide hereby certifies that none of its employees working on District property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippe Violent Offender Registration Act.

3. RECORDS Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider concerning students in compliance with the Family Educational Rights and Privacy Act and any other applicable state and federal laws regarding confidentiality of this information. Further, Provider shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations. All requests for pupil records must be submitted to the Assistant Superintendent of Educational Services in writing. After each meeting with a student at school, the District's Mental Health Provider Log will be completed. This applies to both embedded and visiting services.

RELATIONSHIP

- a. Independent Provider. Provider shall perform under this Agreement as an independent Provider, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
- b. Provider acknowledges that because Provider is not an employee of the District, the District will not pay for any employment-related expenses for Provider or provide Provider with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like.
- c. Non-assignment of Rights or Obligations. Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Provider or the District.
- d. Compliance with Board Policies and Administrative Regulations. Provider shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Provider shall receive a copy of the Mental Health Provider Handbook and agree in writing to adhere to all District policies and procedures.
- e. Currently enrolled SPS students are the only clients to be seen by the provider at any time on school property.
- f. Non-Exclusive Relationship. The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by Provider. The District has no obligation to

notify Provider, in writing or otherwise, upon entering into such an Agreement with another individual/entity.

- g. Schedule and Site Expectations.
 - i. The District shall establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District.
 - ii. Provider will not be issued any type of key or badge by the District to allow access to a locked area of the school facility, but will be given access to the area of the facility where services are to take place by District personnel.
 - iii. Prior to visiting a school for the first time, Provider will contact the SPS counselor for an introduction. Additional agency staff are expected to make contact with the school counselor prior to seeing any student at a school site for the first time.
 - iv. Provider may see a student only at the time specified by the principal and/or school counselor. Schedules for the students receiving services will be set accordingly to have the least impact on the student's instructional day. Provider shall provide the District with their schedule within those approved times.
 - v. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian (ROI). Students may not be seen at school without a current ROI on file. Provider is required to upload the ROI within 24 hours of seeing the student for the first time.
 - vi. Provider shall insure that the District has a current list of all students being served by the Provider. When a new student is going to be seen at school, the agency therapist will communicate with the SPS counselor to arrange details including but not limited to frequency of visits and level of need.
 - vii. Agency staff will sign in and out upon each visit to a school site and are required to wear a badge at all times.
 - viii. When requested, Provider will attend monthly Multidisciplinary Team (MDT) meetings to discuss student progress, address concerns, and consider additional services as needed.
 - ix. Provider must have parent permission to provide services during the school day. If the student has counseling as a related service on his/her IEP or the school cannot provide a confidential location for counseling, the Provider may take students off of school property to provide services pursuant to this Agreement. In such a case, Provider must obtain the written permission of the parent(s)/guardian(s) to take the student off of District property to provide counseling services and all counseling services for the student must be held off of District property.
 - x. All Providers must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider.

- xi. If, at any time, a Provider demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
 - xii. The District may provide periodic written notice to students and families about the Services offered by Provider and the method to be used to access the Services. If provider intends to share information with the public regarding the Services offered at the District's facility(ies), Provider must submit such information to the District and obtain written approval from the District before publishing/issuing it. Such information must include explicit language stating that the Services are NOT SCHOOL SPONSORED SERVICES.
4. **ASSUMPTION OF RISK** Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Provider or as a result of or arising in connection with performing Services.
 5. **INSURANCE** Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy, Professional Liability insurance policy (PL) insuring Provider in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. Provider shall maintain any necessary liability insurance. Provider must add the District as an additional insured party on each policy and maintain the required insurance policies at all times while this Agreement is in effect. Provider agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, Provider must immediately notify the District and cease providing Services.
 6. **INDEMNIFICATION** Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns, insurers and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
 7. **TRANSLATION COSTS** Provider shall be responsible for costs associated with provision of any required translation services for Limited English Proficient parents or legal guardians of students receiving Services pursuant to this Agreement.
 8. **WAIVERS** No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Provider's obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

9. **AMENDMENTS** This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.
10. **SEVERABILITY** It is agreed that if any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.
11. **MISCELLANEOUS** This Agreement embodies the entire agreement and understanding between District and Provider relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written.
12. **CHOICE OF LAW AND VENUE** This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. Any action to enforce this Agreement shall be brought in the State District Court for Payne County, Oklahoma or the United States District Court for the Western District of Oklahoma. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of any suits or action or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.
13. **THIRD PARTY BENEFICIARIES** This Agreement is not a third-party beneficiary contract. No person or entity other than the Parties signing this Agreement shall have any rights under this Agreement.
14. **TERMINATION** This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice with or without cause, with or without a hearing.
15. **COMPENSATION.** District agrees to pay Provider the sum of \$50.00 per hour for individual counseling. Provider agrees to invoice the District monthly for all Services provided. Provider agrees and acknowledges that all required documentation must be submitted to District no later than the 10th day of the month following the month in which the Services were provided and that District has no obligation to forward payment to Provider until District Has been provided with the required documentation

Janet Fultz, NCC, MS, LPC Executive Director
Provider (Signature Name and Credentials)

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA President,
Board of Education

Name of District signing official (credentials/Title)

**CONSULTANT SERVICES FOR HEARING IMPAIRED STUDENTS
AGREEMENT**
School Year 2024-2025

This Consultant Services for Hearing Impaired Students Agreement (the “Agreement”) dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma (“Stillwater Schools”) with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and Shannan Frohock (“Consultant”), with a notice address of 24 Yellow Brick Drive, Stillwater, Oklahoma 74074.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and CONSULTANT agree as follows:

1. **Consulting Services.** CONSULTANT agrees to provide to Stillwater Schools such consulting services as requested during the term of this Agreement pertaining to special education services for Stillwater Schools’ students categorized as Hearing Impaired.
2. **CONSULTANT’s Duties.** CONSULTANT shall provide such consulting services and other services as indicated by the Stillwater Schools’ student’s Individualized Education Program or 504 Accommodation Plan (the “Services”). The Services provided by the CONSULTANT shall include, without limitation, review and study of the student’s educational/confidential records, monitoring equipment, conducting student evaluations, preparing required Individualized Education Program documentation, completing forms and reports in conjunction with the development of Individualized Education Programs, participation in student-focused meetings and program-focused meetings including Individualized Education Program meetings and other staffings. The specific starting date for CONSULTANT’s delivery of Services will be mutually determined by CONSULTANT and Stillwater Schools.
3. **Certification and Licensure.** CONSULTANT represents and warrants that CONSULTANT is a certified deaf educator licensed by the State of Oklahoma and certified by the Oklahoma Department of Education. CONSULTANT shall notify Stillwater Schools immediately if, for any reason, CONSULTANT’s Oklahoma teacher’s license is suspended or if CONSULTANT’s certification is not renewed upon expiration.
4. **Confidentiality.** CONSULTANT agrees to adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.
5. **Insurance.** CONSULTANT represents and warrants that CONSULTANT is insured under a professional liability policy in a minimum amount of \$1,000,000.00 per incident/occurrence and \$3,000,000.00 aggregate, and that such insurance covers CONSULTANT when CONSULTANT is providing services as consultant in the area of services to hearing impaired students on the premises of Stillwater Schools.

CONSULTANT agrees to maintain this insurance policy at all times while this Agreement is in effect and agrees to notify Stillwater Schools immediately should the forgoing policy be changed. CONSULTANT will provide Stillwater Schools with a copy of the foregoing insurance policy.

6. **Indemnification.** In addition to the requirement of paragraph 5 and not in lieu thereof, CONSULTANT agrees to indemnify and hold Stillwater Schools and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against Stillwater Schools arising from services provided by CONSULTANT.
7. **Worker's Compensation.** CONSULTANT certifies that, by law, CONSULTANT is not required to carry Workers Compensation Insurance and shall in no event be entitled to such coverage from Stillwater Schools.
8. **OSHA and Background Checks.** CONSULTANT represents and warrants that CONSULTANT has received training in the prevention of exposure to bloodborne pathogens and other potentially infectious materials in accordance with the OSHA Standard on Bloodborne Pathogens ("OSHA training") and agrees to provide Stillwater Schools with written verification of same. If CONSULTANT has not received OSHA training, CONSULTANT agrees to attend a one-hour OSHA training course provided by Stillwater Schools at no cost to CONSULTANT no later than October 1, 2024. CONSULTANT further represents and warrants that Consultant has not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma or the sex offender registration provisions of another state or federal law. CONSULTANT agrees to provide Stillwater Schools with written consent for Stillwater Schools to conduct such background checks and criminal history investigations as Stillwater Schools may request from time to time during the term of this Agreement.
9. **Compensation.** Stillwater Schools agrees to pay CONSULTANT the sum of \$70.00 per hour for the Services which is inclusive of travel and other work-related expenses. CONSULTANT will work 10-20 hours per week. Additional hours may be negotiated according to the needs of Stillwater Schools. CONSULTANT agrees to invoice Stillwater Schools monthly for all Services provided. CONSULTANT agrees and acknowledges that all required documentation must be submitted to Stillwater Schools **no later than the 3rd day of the month following the month in which the Services were provided** and that Stillwater Schools has no obligation to forward payment to CONSULTANT until Stillwater Schools has been provided the required documentation. CONSULTANT acknowledges that all revenue provided to CONSULTANT pursuant to this Agreement constitutes "net earnings from self-employment" as the term is defined in Section 1402(a) of the Internal Revenue Code of 1986, as amended, and that Stillwater Schools shall have no obligation to CONSULTANT as an employer for withholding and remitting taxes, insurance, FICA, etc.

- 10. Term and Termination.** This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.
- 11. Independent Contractor Status.** Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be an employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.
- 12. Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.
- 13. Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.
- 14. Miscellaneous.** This agreement embodies the entire agreement and understanding between Stillwater Schools and CONSULTANT relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The

confidentiality provisions of this Agreement shall survive the termination of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

Date: _____



SHANNAN FROHOCK

Date: March 25, 2024

**EARLY CHILDHOOD PARTNERSHIP PROJECT AGREEMENT
SCHOOL YEAR 2024-2025**

This Early Childhood Partnership Project Agreement (the "Agreement") dated as of the 1st day of July, 2024, is between Independent School District No. 16 of Payne County, Oklahoma ("Stillwater Public Schools"), with a notice address of 314 South Lewis, Stillwater, Oklahoma 74074, and Stillwater First United Methodist Church ("SFUMC"), with a notice address of 400 West Seventh Avenue, Stillwater, Oklahoma 74074.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Public Schools and SFUMC agree as follows:

1. **Collaboration.** Stillwater Public Schools and SFUMC, via the staff of SFUMC's Preschool, agree to collaborate regarding the requirements of a public school prekindergarten program and to facilitate the enrollment of four and five-year old children residing within the boundaries of Stillwater Public Schools. The parties further agree to work together in the design and implementation of family literacy activities.
2. **Instructional Materials and Attendance.** Stillwater Public Schools agrees to provide to SFUMC certain supplemental instructional materials as Stillwater Public Schools deems appropriate. SFUMC agrees to provide Stillwater Public Schools with the names and attendance records for the children enrolled at the SFUMC and such other information as Stillwater Public Schools may request, at the times and in the format requested.
3. **Enrollment.** SFUMC will be solely responsible for enrollment and for reporting required by the State of Oklahoma or Stillwater Public Schools for pupil accounting purposes or otherwise. SFUMC will use Stillwater Public Schools' enrollment forms and will provide all necessary documents for enrollment to Stillwater Public Schools' District Registrar, Special Education Services, and other offices responsible for reporting characteristics of students, including, but not limited to, birth certificates and immunization records. As Stillwater Public Schools' residents, the students and their families will be entitled to all the rights, benefits and privileges accorded all other enrollees in the district. If one or more additional four-year-old classrooms become necessary due to greater than anticipated enrollment, SFUMC may employ necessary personnel compliant with the requirements of state and federal law, including, but not limited to, the "highly-qualified" requirements applicable to teachers and paraprofessionals. It is agreed that Stillwater Public Schools will reimburse SFUMC for the 2024-2025 school term based on the cost of \$1,800 per child, with the annual total based on average daily membership as of the end of the first quarter. SFUMC agrees to invoice Stillwater Public Schools two times per year; November and April.
4. **Term and Termination.** This agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this agreement upon fourteen (14) days written notice.

**INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA**

By: _____
President, Board of Education

**STILLWATER FIRST UNITED METHODIST
CHURCH**

By: Chris Ward
Printed Name: Chris Ward
Title: Director

INDEPENDENT CONTRACTOR'S AGREEMENT TO PROVIDE PHYSICAL THERAPY SERVICES

School Year 2024-2025

This Agreement is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, d/b/a Stillwater Public Schools ("District"), and Angela Brand, P.T., d/b/a Thera-Brand Physical Therapy, LLC ("Contractor").

WHEREAS, Contractor desires to perform physical therapy services for students in the District on the terms and conditions specified in this Agreement; and

WHEREAS, Contractor is qualified to perform the services contemplated by this Agreement.

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1. **Term of Agreement.** This agreement will become effective July 1, 2024. This contract will continue in effect until June 30, 2025. Should both parties wish to renew this agreement, a new agreement must be approved by both parties for an additional term.

2. **Services to be performed by Angela Brand, PT.** Contractor agrees to make available to the District the services of a certified physical therapist (PT) for up to 1224 hours during the term of the agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for the PT to deliver services will be mutually determined by the Contractor and District.

2.1 **Specific Services.** Contractor agrees to provide physical therapy services for school-aged children.

2.2 **Method of Performing Services.** Contractor will provide a physical therapist to perform assessments, evaluations, treatment, documentation, other duties requested by authorized school administration, and attend meetings as necessary.

2.3 **Medical Records.** Contractor acknowledges and agrees that all patient/student files and medical or education records created, compiled, supplemented or modified by Contractor during the effective period of this Agreement with respect to students of the District (i.e. students to whom Employee has rendered services pursuant to this Agreement) are and will remain the sole property of the District. Patient files, lists, any records of names and addresses, computer files or copies of such items are the property of the District.

3. Compensation.

3.1 **Fee per Service.** In consideration of the services to be performed, Contractor agrees to the following fees for services provided:

The rate of \$70.00 per hour billed in quarter hour increments.

- 3.2 **Billing.** Contractor agrees to submit an itemized bill for services provided for the prior month by the 3rd day of the current month. The District agrees to pay the sum of the monthly bill per the rate set forth in Section 3.1 to Contractor by the 28th day of the current month.
- 3.3 **Method of logging time.** Contractor will log time worked via a timesheet, timeclock, or other system designated by the District and submit the documentation concerning time expended and services rendered with the itemized bill submitted each month.

4. Insurance and Licenses.

- 4.1 **Liability Insurance.** Contractor shall obtain and maintain general and professional liability insurance, including malpractice insurance, in the amount of not less than \$1,000,000 for each occurrence, at her own expense, and will provide written proof of such coverage upon request.
- 4.2 **CPR Certification.** Contractor shall, at own expense, maintain during the course of this agreement, current CPR certification for self while engaged in performing services at the school. A copy of current CPR certification will be provided upon request.
- 4.3 **License.** Contractor shall, at her own expense, maintain current Oklahoma Physical Therapy Licensure during the course of this agreement. A copy of current Oklahoma license will be provided to the District upon request. If at any time during the period of this Agreement, Contractor's licensure lapses or is removed, Contractor must provide immediate notice to the District and shall not provide or charge for further services if her license is impaired in any way.

5. Covenants and Responsibilities of The District.

- 5.1 Nothing herein shall be construed as giving control over, or the right to control, the professional judgment, treatment, or actions of Contractor performing services. The interest and responsibility of the District is to ensure that students are referred to Contractor for physical therapy services and that services rendered by Contractor hereunder are performed in a competent and satisfactory manner. Contractor is not and shall not be an employee, agent, or servant of the District; instead, Contractor is an independent contractor who has agreed to make herself available to provide services to students referred to Contractor by the District.
- 5.2 In performing services under this Agreement, Contractor covenants and agrees that she (i) must use diligent efforts and professional skills and judgment, (ii) render care to students in accordance with and in a manner consistent with customary and recognized standards of the profession in which she works; and (iii) shall comply with the policies, rules, and regulations of the Board. Nothing in this Agreement shall be construed to constitute the Contractor as an agent or employee of District; nor shall anything contained in this Agreement be construed to constitute District as an agent of Contractor.
- 5.3 The District shall not disclose information relating to the business, affairs, or operations of Contractor to persons other than governmental authorities without obtaining prior written consent of Contractor, other than as required by law of the State of Oklahoma or other laws of the United States of America or written policies of the District. Likewise, Contractor shall not disclose information relating to the business, affairs, or operation of

District to persons other than governmental authorities without obtaining prior written consent of District, other than as required by law.

- 5.4 District shall provide or arrange to provide such space, facilities, equipment, administrative personnel, supplies, utilities and administrative services as are reasonably necessary in District's opinion for Contractor to carry out her duties under this Agreement. All equipment and inventory shall remain the property of the District, and shall not be removed from District buildings without authorization of the District. Equipment supplied by the Contractor remains her personal property.

6. **Indemnification of Contractor.** To the extent permitted by law, District indemnifies and holds harmless the Contractor from and against any claim, loss, damage, cost, expense (including reasonable attorneys' fees) or liability arising out of or related to the performance or non-performance by District employees, resulting in claims against Contractor, under this Agreement.

7. **Indemnification of District.** Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider. Provider represents that she is a sole practitioner and has no officers, agents, employees, or contractors associated with her.

8. **Safety and Welfare.** The District and Provider agree that student safety is a top priority. Provider agrees that she will not assign anyone to assist her in performing the duties covered by this agreement. Further, if she seeks and obtains permission to be accompanied by an assistant she shall not allow anyone on District property, whether as an officer, agent, employee, or contractor of Provider, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense. Provider hereby certifies that she is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Provider shall submit written proof to the District's Department of Special Education and Student Services that she has passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal record check and has obtained a current drug screening prior to entering upon District property. If, at any time, Provider demonstrates actions which are inappropriate or create a disruption within the school, the site principal may require that she leave District property and not return without specific permission of the principal.

9. **COVID-19.** Provider acknowledges District's COVID-19 requirements for individuals on District's campuses and agrees that Provider: shall not enter any District site without checking her temperature to ensure a temperature below 100.4 degrees; has not tested positive for COVID-19; and has not, to her knowledge, been exposed to a person with COVID-19. Provider also agrees to adhere to District's mask requirements for individuals present on its campuses as well as requirements for physical distancing and disinfection.

10. **Termination of Agreement.** Both the Provider and the District may terminate this Agreement for any reason upon thirty (30) days' written notice. Termination of this Agreement

by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.

11. **Assignment and Delegation.** This Agreement is not assignable, and the obligations of this Agreement may not be subcontracted or otherwise delegated to others.

12. **Governing Law.** This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

13. **Application of Laws.** The parties shall conduct their relationship and perform their duties under this Agreement in full compliance with applicable federal, state, and local laws, regulations and ordinances.

14. **Modification of Agreement.** This Agreement contains the entire understanding of the parties and shall be modified only in writing and signed on behalf of each party.

IN WITNESS WHEREOF, The Stillwater Public Schools and Angela Brand, PT have executed this Agreement on

Stillwater Public School System

By _____

President, Board of Education

Date: _____

Physical Therapist

By Angela Brand P.T.

**Angela Brand, P.T. d/b/a
Thera-Brand Physical Therapy,
LLC;
Contractor Signature**

Date: 03/24/2024

**INDEPENDENT CONTRACTOR'S AGREEMENT
TO PROVIDE EVALUATION SERVICES**

THIS AGREEMENT is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, d/b/a Stillwater Public Schools ("District"), and Therapy Specialists ("Contractor") on this 1st day of July, 2024.

RECITALS

WHEREAS, Contractor desires to perform speech/language evaluation services for the District on the terms and conditions specified in this Agreement.

WHEREAS, Contractor is qualified to perform the services contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the above recitals, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Contractor shall provide speech/language evaluation services for the District, which shall include evaluations for the purpose of special education, eligibility report writing, and other related services as requested by the District.
2. **LOCATION OF SERVICES.** Contractor shall primarily perform services at the District. All equipment and materials supplied to Contractor by the District, if any, for the performance of services under this Agreement shall remain property of the District and shall not be removed from the District without prior authorization of the District. Contractor may perform services not involving in-person contact with students, such as writing reports and consulting, from the address listed for Contractor shall remain his property.
3. **TERM.** The term of this Agreement shall begin on July 1, 2024, and shall terminate on June 30th, 2025. However, the District may terminate this Agreement without cause after providing written notice to the Contractor of the intended termination at least thirty (30) calendar days prior to the date of the intended termination. The Contractor shall notify the District, in writing, at least sixty (60) calendar days prior to voluntarily severing or

terminating this Agreement. If either party fails to perform in a timely manner or fails to perform in accordance with the provisions of this Agreement, or otherwise breaches its obligations under this Agreement, and fails to cure such breach within ten (10) calendar days after notice from the other party, the other party may terminate this Agreement without further notice or demand.

4. **DUTIES.** Contractor shall report to and coordinate activities with an administrator designated by the Superintendent of the District. The administrator assigned to act in all manners pertaining to this Agreement and to receive notices hereunder, authorize services, accept and approve all reports, drafts, products and invoices is the Director of Special Services. Contractor covenants and agrees to and shall provide services under this Agreement with reasonable diligence and promptness and in accordance with all terms and conditions set forth in this Agreement, in accordance with policies, rules, and regulations of the District, and in accordance with the highest professional standards in the field.
5. **TIMEKEEPING.** Contractor will maintain an accurate report of time worked and services rendered and submit an itemized invoice for services performed in the previous month to the District by the second (3rd) day of the current month.
6. **COMPENSATION AND PAYMENT.** Based on the completion of services described above, the Contractor shall receive compensation according to the rate agreement appended to this Agreement. Contractor agrees to submit itemized bill for services provided for the prior month by the 3rd day of current month. The District agrees to pay the sum of the monthly bill per the rate set forth in this agreement to Contractor by the 28th day of the current month.

7. **INDEPENDENT CONTRACTOR.** It is agreed and understood that Contractor is an independent contractor and that the District shall exercise no supervisory authority or control over Contractor or Contractor's employees, if any, in the performance of this Agreement. It is not the intent of the parties to form a joint venture or partnership of any kind. No other compensation will be paid to Contractor except as specified by the terms of this Agreement. Neither Contractor nor Contractor's employees shall be deemed to be agents or employees of the District and any representation to the contrary by Contractor or his employees shall constitute a violation of this Agreement and shall be grounds for immediate termination, notwithstanding the notice provision in Paragraph 3 of this Agreement. Contractor shall comply with all provisions of state, local, and federal laws, regulations, ordinances, and requirements that are applicable to the performance of the services hereunder.
8. **STUDENT RECORDS.** Contractor acknowledges and agrees that all student files and/or records (including, without limitation, any electronic files and/or records and copies of any files and/or records), including, but not limited to, education and counseling records, created, compiled, supplemented, or modified, by Contractor during the term of this Agreement with respect to students who receive services under this Agreement are and will remain the sole property of the District.
9. **INSURANCE.** Contractor shall obtain and maintain general and professional liability insurance, including malpractice insurance, in an amount of not less than \$1,000,000 for each occurrence, at his own expense, and shall provide written proof of such coverage upon request.

10. **LICENSES.** Contractor represents and warrants that he/she is a Licensed Speech Language Pathologist and has all the licenses and credentials required under Oklahoma and federal law to perform the services contemplated by this Agreement. A copy of any such licenses and credentials will be provided to the District upon request. If at any time during the term of this Agreement, any or all of Contractor's applicable licenses or credentials lapse or are removed. Contractor must provide immediate notice to the District and shall not provide or charge for further service.

11. **NOTICES.** Any notices required to be given hereunder shall be deemed sufficient if delivered personally or if sent by U.S. Certified Mail, Return Receipt Requested, to the parties at the address set forth below:

To District: Stillwater Public Schools
 Attn: Superintendent
 314 South Lewis Street
 Stillwater, Oklahoma 74074

To Therapy
Specialists: Therapy Specialists/Kristina Egnor
 301 S. Duck St.
 Stillwater, OK 74074

12. **ASSIGNMENT.** Neither this Agreement, nor any of the services or work to be performed under this Agreement, may be assigned, in whole or in part, by Contractor without the prior written consent of the District. Contractor represents and warrants that he is a sole practitioner and has no officers, agents, employees or contractors employed or associated with him.

13. **INDEMNIFICATION OF DISTRICT.** Contractor agrees to and shall defend, indemnify, and hold the District, its officers, administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, and/or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Contractor.
14. **SAFETY AND WELFARE.** The District and Contractor agree that student safety is a top priority. Contractor agrees that he will not assign anyone to assist him in performing the duties contemplated by this Agreement. Further, if he seeks and obtains permission to be accompanied by an assistant, he shall not allow anyone on District property, whether as an officer, agent, employee or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense. Contractor hereby certifies that he is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Contractor shall submit written proof to the District's Department of Special Education and Student Services that he has passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal check, and a current drug screening prior to entering upon District property. If, at any time, Contractor demonstrates actions that are inappropriate or create a disruption at any District site, the site principal, Superintendent, or Superintendent's designee may require that he leave District property and not return without specific permission of the District.

15. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreement and understandings of the parties with respect to the matters covered by this Agreement. This Agreement may not be amended or modified at any time without prior written consent of both parties.

16. **INVALID PROVISION.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision. This Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17. **WAIVER.** The waiver or waivers by the District of any breach or non-performance by Contractor shall not constitute a waiver of any subsequent breach, nor in any way affect the District's ability to enforce each and every provision at any time thereafter.

18. **GOVERNING LAW.** This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, agree to the terms and conditions herein.

Independent School District No. 16
of Payne County, Oklahoma

Kristina Egnor, Therapy Specialists

President, Board of Education Date



Kristina Egnor 3/25/24
Date

**Therapy Specialists
301 S. Duck St
Stillwater, OK 74074
405-377-8255**

Services to Stillwater Public School district during the 2024-2025 school year shall be paid according to the following rates:

Speech Language Evaluation	\$175
Speech Only Evaluation	\$100
Language Only Evaluation	\$100
Mileage:	No charge for mileage

*All assessments will include a written report.

*Payments/checks are to be made to Therapy Specialists

THERAPEUTIC HORSEBACK RIDING PROGRAM AGREEMENT

School Year 2024-2025

This Therapeutic Horseback Riding Program Agreement (the "Agreement") dated as of the 1st day of July, 2024, is between **Independent School District No. 16 of Payne County, Oklahoma** ("Stillwater Schools") with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and **Turning Point Ranch Foundation** ("Turning Point"), with a notice address of 385 S. Country Club Rd., Stillwater, OK 74074.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and Turning Point agree as follows:

1. **The Horseback Riding Program.** Stillwater Schools and Turning Point agree to work together to provide a therapeutic horseback riding program (the "Program") for students with disabilities designated by Stillwater Schools ("Students").
2. **Duties of Stillwater Schools.** Stillwater Schools will identify the Students for participation in the Program, obtain the necessary medical releases and permission forms required by Turning Point for the Students' participation in the Program and transport the Students to and from the premises of Turning Point for each horseback riding session. Stillwater Schools further agrees that a certified Stillwater Schools teacher or aide with training and equipment to address the particular medical/disability issues of riders (i.e. seizure disorders) shall be present with the Students during each horseback riding session. In addition, Stillwater Schools will make an effort to pass on information to parents such as the Parent's Manual and appropriate riding apparel such as shoes with heels and long pants.
3. **Turning Point's Duties.** Turning Point agrees to create and administer the Program in a manner appropriate for each designated Student and in accordance with Professional Association of Therapeutic Horsemanship International ("PATH International") guidelines, to provide at least one (1) instructor certified by PATH International to supervise each horseback riding session and to assign and provide one (1) adult to act as leader and two (2) adults to serve as side-walkers for each Student during each horseback riding session as appropriate, i.e. some Students will need more assistance and some need either the independence or lessened stimulation of fewer side walkers.
4. **Confidentiality.** Turning Point agrees that the individuals performing and/or participating in the services provided to the Students under this Agreement will adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.
6. **Background Checks.** Turning Point represents and warrants that the individuals performing the services provided to the Students under this Agreement have not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma or the sex offender registration provisions of another state or federal law.

- 7. Compensation.** Stillwater Schools agrees to pay Turning Point the sum of \$100 per lesson to include four (4) students per lesson. A maximum of three (3) lessons will be offered per day for a total possible amount of \$300 per day for no more than sixty (60) days during the contract period. Turning Point will invoice for services at the end of each month. Payment will be made within thirty (30) days of receipt of invoice.
- 8. Term and Termination.** This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.
- 9. Independent Contractor Status.** Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be an employee of the other. No party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. No party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.
- 10. Force Majeure.** No party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming the force majeure event has given the other party reasonably prompt notice of the event.
- 11. Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the party at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the party at the address herein or at such other address of which either party may give notice.
- 12. Insurance.** Turning Point warrants and represents that the individuals providing the services under this Agreement are insured and will remain insured during the term of and while performing the services set forth in this Agreement, for personal injury, death, property damage, general liability and workers' compensation that covers the horseback riding sessions contemplated by this Agreement. Turning Point will furnish the District a copy of the current insurance policies and Certificates of Insurance that reflect such coverage upon request.
- 13. Miscellaneous.** This Agreement embodies the entire agreement and understanding between Stillwater Schools and Turning Point relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be

governed by and construed in accordance with the laws, excluding the conflict laws, of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by any party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein.

- 14. Non-Discrimination.** The parties to this Agreement represent and warrant that they do not discriminate on the basis of race, color, religion, sex, national origin, age, disability or veteran status in the performance of their services.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

TURNING POINT RANCH FOUNDATION

By: *Sori L. Umedia*
Board President