

**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 2025.

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 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, 2025 and shall terminate on June 30th, 2026. 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, com piled, 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

 4/16/25
Jose Hernandez Date

Evaluation Works, LLC

3225 Farmers Market Way Edmond,
OK 73034
405.887.4620
Jose.L.Hernandez@Okstate.edu

Services to Stillwater Public Schools during the 2025-2026 school year shall be paid according to the following rates:

Service Description	Rate
Evaluation Components for Autism Spectrum Disorders (includes evaluation and report)	\$900.00
Evaluation Components for SLD (includes evaluation and report)	\$600.00
Bilingual (Spanish-English) SLD evaluation components (includes evaluation and report)	\$800.00
Full cognitive and achievement with Dyslexia Profile identification (includes evaluation and report)	\$700.00
Evaluation Components for ED, DD, MD, ID, OHI, TBI, VI, HI, DB, OI (includes evaluation and report)	\$800.00
Partial Evaluation (cognitive, achievement, functional behavior, psychological/social/emotional, or other component not required for that category)	\$250.00/component
Functional Behavior Assessment/Behavior Intervention Plan Development	\$600.00
Additional Services: IEP meetings, RED, rescheduled meetings, consultations, data entry, observation, and any other additional services not described above	\$60.00/hour

Prices listed are for the testing time and assessment forms only.

Payments for testing are due within 30 days of testing.

Make all checks payable to Evaluation Works