

**STILLWATER PUBLIC SCHOOLS AND
OKLAHOMA STATE UNIVERSITY
COMMUNICATIONS SCIENCES
AGREEMENT
2024-2025**

THIS AGREEMENT ("Agreement") is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as the "District," AND Oklahoma State University, hereinafter referred to as the "University" AND the Communication Sciences and Disorder Department in the College of Arts and Sciences hereinafter referred to as the "Program."

RECITALS

A. WHEREAS, the University has the capability of providing speech/language services to school aged children, and

B. WHEREAS, the District has the need to provide speech/language services to its students, and

C. WHEREAS, for the purpose of furthering the following objectives of the parties hereto, the District will establish a contractual arrangement with the Program and the University for the Program to provide speech/language services for the District for the 2024-2025 school year.

D. NOW, THEREFORE, in consideration of the mutual benefits the parties agree as follows:

1. General Information:

a. Graduate students from the Program under the supervision of a University licensed, certified clinical supervisor from the Program will provide speech-language services for the academic school year. Services will be provided in accordance with the University calendar with services commencing one (1) week after the start of University classes and ending one week prior to end of University classes in fall and spring semesters. No services shall be provided during the summer or during scheduled university holidays and/or breaks.

b. The District will provide funds for the establishment and on-going operation of the speech-language services as specified in the Responsibilities of the District below.

c. The District will provide classrooms or other suitable space and a paraprofessional as specified for teletherapy in the Responsibilities of the District below.

d. The Program will provide up to three (3) graduate students and one clinical supervisor for the on-going provision of screening, diagnostic, and intervention services provided in the District during the regular schedule of the University.

e. It is agreed by all parties that there shall be no discrimination on the basis of race, color, ethnicity, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age, religion, disability, political affiliation, or status as a veteran in any of its policies, practices, or procedures.

2. Responsibility of the Program:

a. The Program shall assign to the District only those students who have satisfactorily completed the prerequisite courses as outlined in the curriculum.

b. The Program shall assign to the District a licensed and certified clinical supervisor.

c. The Program has designated the Clinic Coordinator of the OSU Speech-Language-Hearing Clinic as coordinator of the Stillwater Public Schools Service Program and as liaison between the District and the Program.

d. The Program shall:

- Conduct assessment of all referrals and re-evaluations (as needed) and attend the resulting eligibility and annual review meetings.
- Provide services to students at Stillwater Christian School and Covenant Community School
- Supervise the graduate students providing the teletherapy for each individual and/or group session.
- Prepare progress reports according to the District's timeline.
- Prepare IEPs and Special Education paperwork according to the District's timeline.
- Provide on-going consultation with the classroom teachers for input into making services educationally relevant.
- If teletherapy is provided, purchase two to three Zoom HIPAA compliant accounts to conduct teletherapy sessions with the District.
- If teletherapy is provided, provide initial and on-going training of the paraprofessional/teaching assistant assigned by the District to the project.

e. The Program shall enforce rules, regulations, policies, and procedures governing staff (graduate students and clinical supervisor), clients and services that are mutually agreed upon between the Program and the District.

f. The Program shall provide speech and language diagnostic and therapy services for a caseload of up to 50 children at a time at the rate of \$1250.00 per child per year plus \$2000.00 per year for related expenses payable in three installments by the District. An increase of the caseload beyond a total of 50 children will require a renegotiation of the Agreement.

g. The Program shall conduct records review of current graduate students.

h. The Program shall provide records of all graduate students' and clinical supervisor's background checks to the District at least five business days prior to the performance of services under this Agreement. The Program is solely responsible for gaining any required consents necessary to provide such information. The graduate students, supervisors, and/or the Program, at the Program's sole

discretion, shall be responsible for any costs related to the required background checks. In no case will the District be liable for any costs related to such background checks.

i. The Program and University shall maintain general and professional liability insurance in amounts sufficient to cover its responsibilities under this Agreement. Insurance shall be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The Program and University agree to provide proof of insurance upon request.

3. Responsibility of the District:

a. The District shall provide \$1250.00 per child to provide speech and language diagnostic and therapy services for a caseload of up to 50 students, plus \$2000.00 for related expenses per year payable to the OSU Department of Communication Sciences and Disorders in three (3) installments. University will invoice the District in October, January and April for the Program services. Checks will be made payable to OSU Department of Communication Sciences and Disorders and sent to 042 Social Sciences and Humanities, Stillwater, OK 74078 Attn: SLP School Contracts. Payment will be made within thirty (30) days of a receipt of invoice from the Department of Communication Sciences and Disorders.

b. The District shall provide \$1250.00 per child per year (prorated) for each additional child over the 50 child caseload payable to the OSU Speech-Language-Hearing Clinic within 30 days of the initiation of therapy services for the additional student(s). The maximum number of additional children that can be served under this provision is 50. An increase of the caseload beyond a total of 50 children will require a renegotiation of the Agreement.

c. The District shall provide classrooms or other suitable space agreed upon by the Program & the District for the provision of up to two (2) therapy sessions, occurring at one time, twice weekly unless otherwise decided due to the safety of those involved.

d. If teletherapy is provided, the District shall provide a paraprofessional responsible for connecting to the internet Zoom platform and transporting children to and from the speech therapy sessions and assisting during the sessions if needed.

e. If teletherapy is provided, the District will provide two (2) computers equipped with a web camera and connected to high speed internet for Zoom therapy sessions. University shall provide the appropriate log-in information and details in order for the District to access the HIPAA compliant Zoom therapy sessions.

f. The District shall provide assessment instruments and office supplies as ordinarily and necessarily used in speech and language diagnostic services to graduate students and clinical supervisor performing services under this Agreement, with the prior approval of authorized District personnel, for the provision of speech and language diagnostic services.

4. Responsibility of the Program to assure supervisor and students comply with the following:

a. Follow the administrative policies, standards and practices of the University handbook and/or student manual.

b. Follow the guidelines and principles of the Code of Ethics of the American Speech-Language-Hearing Association.

c. Pursuant to Health Insurance Portability and Accountability Act ("HIPAA") and Family Educational Rights and Privacy Act ("FERPA") guidelines, maintain the confidential nature of all information which may come to them, individually or collectively, with respect to the client and the client's records.

d. Maintain adequate professional liability insurance covering participation in the Program and performance of services under this Agreement in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The scope and coverage of the insurance shall survive the termination of the clinical supervisors and students' participation in the Program and performance of services under this Agreement. Upon the request of the District, the Program shall provide proof of insurance for each participating supervisor and student to the District. e. Complete background checks required under Oklahoma law prior to performing any services. under this Agreement, including, but not limited to, an Oklahoma state fingerprint-based criminal history records search through the Oklahoma State Bureau of Investigation, which shall include a search of the Oklahoma Sex Offenders and Mary Rippy Violent Crime Offenders Registries.

5. Terms of Agreement:

a. The term of this Agreement shall be from **July 1, 2024** to **June 30, 2025**. Either party may terminate the Agreement upon thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately upon written notice in the event of material breach of this Agreement.

b. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

c. The parties agree that each will be responsible for their own gross negligence and intentional acts and omissions, with the University's and the District's liability governed by the Oklahoma Governmental Tort Claims Act.

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

e. As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, political beliefs, sex, sexual orientation, gender identity, gender expression, genetic information, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section.

f. The parties agree that the graduate students and clinical supervisor are not employees of the District,

and to the extent the graduate students are considered employees of University and/or the Program, University and/or the Program shall be responsible for payment of any and all wages, salaries, benefits, applicable insurance, and payroll taxes related to said graduate students. The District shall have no obligation whatsoever to compensate the graduate students and clinical supervisor for any services provided under this Agreement, provide any insurance for the graduate students and clinical supervisor, including workers' compensation insurance, or to be otherwise financially responsible to, or for, the clinical supervisor and/or graduate students.

g. Any and all notices, consents, or other communications by one party intended for the other shall be deemed to have been properly given if in writing and deposited in the United States first class mails, postpaid, or emailed to the addresses set forth below for the contact of each party, provided if communication is sent by email, delivery is complete upon confirmation of receipt. by the receiving party.

h. This Agreement comprises the entire agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, whether oral or written.

i. 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.

j. 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.

k. No right or remedy conferred in this Agreement upon or reserved to the District is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the District or the Program to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

l. In no event will this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties, and nothing contained in this Agreement will be construed to authorize either party to act as agent to the other.

The individuals whose names and titles appear below are authorized to approve and sign this Agreement on behalf of the parties.

DISTRICT
Independent School District No. 16
of Payne County, Oklahoma
314 Lewis Ave.
Stillwater, OK 74074

President, Board of Education

Date

OSU Administrative Contact:
Ramitha Raja, Sr. Sponsored Program Coordinator
OSU College of Arts and Sciences
(405) 744-6035
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UNIVERSITY/PROGRAM
Oklahoma State University
203 Whitehurst Hall
Stillwater, OK 74078

Julia Swearingin-Griffin on behalf of

Kenneth W. Sewell
Vice President for Research

Jun 4, 2024

Date

OSU Technical Contact
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Communication Sciences & Disorders
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Stillwater Public Schools FY25

Final Audit Report

2024-06-04

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