

AGREEMENT

THIS AGREEMENT, effective July 1, 2025, 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 2025.

**GOLDEN OAKS VILLAGE OF STILLWATER,
LLC**

By: 
Name: Tandie Hastings
Title: President

“GOLDEN OAKS”

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

By: _____
President, Board of Education

“DISTRICT”