

**STILLWATER PUBLIC SCHOOLS AND
OKLAHOMA STATE UNIVERSITY
SCHOOL PSYCHOLOGY CENTER**

AGREEMENT

July 01, 2026 - June 30, 2027

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" acting for and on behalf of its School of Teaching, Learning and Educational Sciences hereinafter referred to as the "Program."

RECITALS

WHEREAS, the University, through its Program, has the capability to provide school psychological evaluations to school aged children, and

WHEREAS, for the purpose of furthering the following objectives of the parties hereto, the District will establish a contractual arrangement with the University for the Program to provide school psychological evaluations and reports for the District from **July 01, 2026 to June 30, 2027**.

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 Licensed
- b. Psychologist faculty member of the Program will provide psychological evaluations of district students during the term of this Agreement.
- c. The District will provide funds for the establishment and on-going operation of the school psychological evaluation services as specified in the Responsibilities of the District below.

2. Responsibility of the University:

- a. The University shall assign to the District only those graduate students who have satisfactorily completed the prerequisite courses as outlined in the Program curriculum.
- b. The University has designated the Clinic Director of the OSU School Psychology Center, or their assignee, as liaison between the District and the University.
- c. The University shall:
 - d. Provide graduate students from the Program to conduct student evaluations and re-evaluations as requested directly from the District Office of Special Services.
 - e. Provide graduate students from the Program to attend eligibility team meetings and discuss the results of the evaluations that were conducted.
 - f. Advise Program to provide a copy of the completed evaluation report to designated District staff and to the parent/Guardian of the student that was evaluated, or to the student if student is 18 or older.
 - g. The University shall enforce University rules, regulations, policies, and procedures governing graduate students and University faculty as related to services provided to the District.

h. The University shall provide records of all participating graduate students' background checks to the District at least five business days prior to the performance of services under this Agreement. The District will be responsible for gaining any required consents necessary to provide such information and will provide this documentation to the University. The graduate students, or the University, 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. Complete background checks required under Oklahoma law prior to performing any services under this Agreement, include, but may not be 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.

i. The University shall maintain professional liability insurance for its participating students in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. University agrees to provide proof of insurance upon request. The scope and coverage of the insurance shall survive up to three years following the termination of the graduate students' participation in the Program and performance of services under this Agreement. University, as an agency of the State of Oklahoma, is self-insured, and liability insurance is provided under the State of Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Section 151 et seq. The Parties expressly agree and acknowledge that Site's liability will not exceed the limits on its Certificate of Self-Insurance.

3. Responsibility of the District:

a. The District shall pay University \$600.00 per student evaluation and report. Any additional consultation services will be paid to University at the rate of \$80.00 per hour. Additional consultation services shall include attendance at meetings (e.g., IEP, RED, MEEGS, etc). Checks will be made payable to OSU School Psychology Center and sent to 110 PIO, Stillwater, OK 74078. Payment will be made within thirty (30) days of receipt of invoice from the OSU School Psychology Center.

4. Responsibility of the University to advise graduate students they must comply with the following:

- b. Follow the policies, standards and practices of the University and Program handbooks.
- c. Follow the guidelines and principles of the Health Insurance Portability Accountability Act ("HIPAA") and Family Educational Rights and Privacy Act ("FERPA") guidelines, and 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.

5. Terms of Agreement:

a. The term of this Agreement shall be from **July 01, 2026** to **June 30, 2027**. 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 and sign 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. The parties agree to comply with the applicable provisions of Section.

f. The parties agree that the graduate students and University faculty are not employees of the District, and the District shall not be responsible for payment of any wages, salaries, benefits, applicable insurance, and payroll taxes related to provision of services under this Agreement. Further, the District shall have no obligation whatsoever to provide any insurance for the graduate students or University faculty, including workers' compensation insurance, or to be otherwise financially responsible to, or for, the University faculty 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 mail, postpaid, or emailed to the addresses set forth below for the contact of each party. 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. 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 insure 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.

m. University does not waive its sovereign immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a sovereign pursuant to all applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement

shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

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

UNIVERSITY/PROGRAM

Oklahoma State University
101 Whitehurst Hall
Stillwater, OK 74078
With a copy to: Office of Legal Counsel
5th Floor, Student Union
Stillwater OK 74078



Provost and Senior Vice President

04/27/2026

Date

OSU Contact:

Lindsay O'Laughlin
Director, School Psychology Center
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405-744-7125