

**EARLY CHILDHOOD SERVICES CONTRACT BETWEEN  
United Community Action Program, Inc. Head Start and Stillwater Public Schools  
School Year 2024-2025**

This Contract (the "Contract") is made this 1st day of July, 2024, by and between Independent School District Number 16 of Payne County, Oklahoma ("Stillwater Schools" or "District") and United Community Action Program, Inc. Head Start ("UCAP").

**Recitals:**

Stillwater Schools and UCAP take seriously their mutual responsibilities to the Stillwater community and share a common mission to create a safe, nurturing environment for young children, to strengthen and improve the quality of their lives and to assist their families in developing the skills needed to appropriately parent and prepare them for a successful future. Stillwater Schools and UCAP wish to enter into a written agreement for UCAP to collaborate with Stillwater Schools in conducting a Stillwater Schools four-year-old program for children who reside within the District.

NOW, THEREFORE, in consideration of the mutual promises in this Contract and intending to be legally bound, the parties agree as follows:

1. **Program.** UCAP and Stillwater Schools will conduct the Program for the 2024-2025 school year as provided by this Contract.
2. **Head Start Performance Standards.** All services resulting from this Contract will be provided in compliance with the Federal Head Start Performance Standards and consistent with the requirements for the provision of Early Childhood programs promulgated by the Oklahoma State Department of Education. All students receiving services pursuant to this Contract who meet the eligibility guidelines of the Head Start Program shall be enrolled in the program and have the benefit of all comprehensive services mandated by the Head Start Performance Standards.
3. **Enrollment.** UCAP will be solely responsible for enrollment and for reporting required by the State of Oklahoma or Stillwater Schools for pupil accounting purposes or otherwise. UCAP will use Stillwater Schools' enrollment forms and will provide all necessary documents for enrollment to Stillwater Schools' District Registrar, Special Education office, and other offices responsible for reporting characteristics of students, including (but not limited to) birth certificates and immunization records. As Stillwater Schools' residents, the students and their families will be entitled to all the rights, benefits and privileges accorded all other enrollees in the District.
4. **Maximum Enrollment, Class Size and Classrooms.** The maximum class size will be twenty (20). The parties contemplate that the maximum enrollment in the Program will be forty (40). If one or more additional four-year-old classrooms

become necessary due to greater than anticipated enrollment, UCAP 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 the Stillwater School District System will reimburse United Community Action Program, Inc. for the 2024-2025, school term based on the cost of \$2,200.00 per child, with the annual total based on enrollment as of October 31, 2024. UCAP, Inc. Head Start agrees to invoice Stillwater Schools two (2) times per year; November and April.

5. **Fees.** No tuition or other fees will be charged for enrollment in the Program. UCAP may conduct a “before and after school” child care program provided that UCAP’s charges for “before and after school” child care for children enrolled in the program is not greater than for children not enrolled in the Program.
  
6. **Projected Cost Distribution.** Stillwater Schools will be responsible for the following costs associated with the Program: UCAP will be responsible for the following costs associated with the program: site management, two (2) certified teachers, two (2) paraprofessionals, meal service, utilities, facilities and maintenance. Stillwater Schools and UCAP will share the following costs associated with the program: service coordination. Stillwater Schools and UCAP are each responsible for securing, maintaining and paying for appropriate insurance coverage.  
  
UCAP will utilize for each student enrolled in the program the Highscope COR Advantage Assessment. UCAP will submit to Stillwater Schools a written report of the results for all children enrolled in the Program at the end of the 2024-2025 school year.
  
7. **Personnel.** UCAP will provide the services of two (2) teachers and two (2) paraprofessionals for the program. The teachers will hold a bachelor’s degree and teaching certification from the Oklahoma State Department of Education in Early Childhood Development. Each paraprofessional will have successfully completed a high school diploma or recognized equivalent and two (2) years of college, an associate’s degree or a Child Development Associates Certificate.
  
8. **Facilities.** UCAP will provide suitable, fully-equipped classroom space to house the program and an adjoining playground. The facilities shall comply with all local, state and federal laws, rules and regulations governing or applicable to the use and occupancy of the facilities for their intended purposes, including, without limitation, zoning, health and safety codes and environmental laws.
  
9. **License.** At all times during the term of this Contract, UCAP will hold a current day care license from the Oklahoma Department of Human Services and shall maintain minimum standards for renewal.

10. **Inspection.** Stillwater Schools reserves the right to inspect and monitor the program at any reasonable time.
11. **Tests.** The program will include any standards tests required by State law or by Stillwater Schools.
12. **Program Structure.** UCAP will retain supervision of day-to-day program implementation and operation of classroom activities.
13. **Term.** The term of this Contract will commence on July 1, 2024, and end on June 30, 2025. The program will operate for a term coextensive with Stillwater Schools' term of instruction for the 2024-2025 school year.
14. **Hiring Policies.** Stillwater Schools and UCAP agree that student safety is a top priority. In an effort to protect student safety, UCAP agrees that it will not hire any individual, whether as an officer, agent, employee, or contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. By entering into this Contract, UCAP certifies that it will cause appropriate and lawful background checks to be performed prior to hiring any individual or allowing any individual to work with or around a student. UCAP agrees that it will certify to Stillwater Schools that each person hired to work with students in the program has a "clean" background check before that person begins working with students.
15. **Indemnification.** UCAP agrees to and shall defend, indemnify and hold harmless Stillwater Schools, its officers, administrators, board members, employees, agents, assigns and attorneys 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 UCAP, its officers, agents, employees or contractors.
16. **Insurance.** UCAP agrees that prior to entering into this Contract UCAP obtained a Commercial General Liability ("CGL") insurance policy that insures UCAP 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. UCAP must maintain a CGL insurance policy at all times while this Contract is in effect. UCAP agrees that it will furnish Stillwater Schools with a copy of its current CGL insurance policy and verification. If UCAP's CGL insurance policy is cancelled during this school year, UCAP must immediately notify Stillwater Schools. Stillwater Schools shall be listed as an additional insured on UCAP's CGL insurance policy.

The parties affirm that their employees and any subcontractor acting on a party's behalf in performance of this Contract are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from the other party.

UCAP shall provide Stillwater Schools with evidence of its School Leaders Liability insurance (i.e., Educators Legal Liability insurance) and notify Stillwater Schools immediately if such insurance is cancelled during the term of the Contract.

17. **Non-Discrimination.** UCAP agrees that it must comply with applicable federal, state, and local civil rights laws. By entering into this contract, UCAP certifies that it does not discriminate on the basis of race, color, religion, sex, national origin, ethnicity, age, disability or veteran status. UCAP agrees that eligible students with disabilities and students covered under Section 504 of the Rehabilitation Act may participate in the Program. UCAP also agrees that it will provide reasonable accommodations necessary for any qualified child with a disability to receive services in the program. For a student on an IEP pursuant to the Individuals with Disabilities Education Act or a student receiving individualized services under Section 504 of the Rehabilitation Act, the parties understand and agree that all services provided must be consistent with the student's IEP and/or the student's individualized services.

18. **General Provisions.**

- a. Binding Effect; No Assignment. This contract and all of the terms, provisions and conditions hereof shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors and permitted assigns. UCAP may not assign this contract or any of its rights or obligations hereunder without the prior written consent of Stillwater Schools. Any attempted assignment in violation of this Section by UCAP of its rights or obligations under this contract, without the prior written consent of Stillwater Schools, whether by operation of law or otherwise, shall have no force and effect.
- b. Entirely. The provisions contained in this contract set forth the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof.
- c. Modification. This contract may not be modified or amended except by a written agreement signed by both parties.
- d. Governing Law. This contract shall be interpreted and enforced in accordance with the laws of the State of Oklahoma.
- e. Attorney Fees. The prevailing party in any action to construe or enforce this contract will be entitled to payment by the other party of its reasonable attorney fees and cost incurred in the preparation, prosecution and appeal of such action. The recovery of attorney fees and costs shall be in addition to any other relief or judgment obtained.

- f. Time. Time is of the essence of the obligations of the parties to this contract.
- g. Notice. All notices, requests and other communications required or permitted under the terms of this contract shall be in writing and sent by: (i) certified U.S. Mail, return receipt requested; OR (ii) private overnight express courier (for example, Federal Express); OR (iii) confirmed facsimile, to the parties at the following addresses:

If to UCAP:

ATTN: United Community Action Program, Inc.  
Kim Rice *email: krice@ucapinc.org*

*Mailing Address:* 501 Sixth Street  
Pawnee, OK 74058

*Facsimile No.:* \_\_\_\_\_

If to Stillwater Schools:

ATTN: Stillwater Public Schools  
Assistant Superintendent of Educational Services

*Mailing Address:* 314 South Lewis  
Stillwater, OK 74074

*Facsimile No.:* 405-533-6497

Notices shall be deemed effective upon receipt OR three (3) days after mailing in accordance with the provisions of this section. Either party wishing to change its address for notice purposes, may do so by giving the other party written notice of the new address in the manner set forth above.

- h. Severability. Should any term or provision of this contract be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of the other terms and conditions hereof.
- i. Waiver. Failure of either party to enforce the provisions of this contract or the failure to require the performance by the other party of any provision hereof shall not constitute or be construed as a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every provision at any time thereafter.

- j. Consent to Jurisdiction, Venue and Service. UCAP consents and agrees that all legal proceedings relating to the subject matter of this contract shall be maintained in state or federal courts sitting within PAYNE COUNTY, STATE OF OKLAHOMA. UCAP consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

**District:**

INDEPENDENT SCHOOL DISTRICT NUMBER 16  
OF PAYNE COUNTY, OKLAHOMA

By: \_\_\_\_\_

President, Board of Education

**UCAP:**

UNITED COMMUNITY ACTION PROGRAM, INC.  
HEAD START

By: \_\_\_\_\_

*Kim K. Rice*  
Signature

*Kim Rice, Director, Head Start*  
Print Name and Title