

AGREEMENT

THIS AGREEMENT (“Agreement”) is made as of the date last affixed hereto by and between **Stillwater Public Schools**, hereby known as (“District”), and **YOUTH MEDICAL MENTORSHIP INC.** (“YMM”). In consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

1. **Services.** YMM agrees to facilitate mentorship programs for District students in accordance with the Scope of Work document attached hereto as Exhibit A. The District agrees to provide access to students pursuant to its policies and this Agreement.

2. **Term.** The Agreement shall be effective beginning January 15, 2026, and will expire upon its own terms June 30, 2026. Upon mutual agreement of the Parties, this Agreement may be extended for additional one-year terms. Either Party may terminate this Agreement at any time, without cause, upon 30-days’ written notice to the other.

3. **Student Safety.** YMM certifies that it will not place any employee, contractor or volunteer on District property if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude or is/are currently registered or required to be registered under the provisions of the Oklahoma Sex Offender’s Registration Act or the Mary Rippey Violent Offender Registration Act. YMM shall submit written proof to the District that any employee or representative of YMM coming on to District property has passed a background check prior to their entering on District property. All YMM employees, volunteers and representatives must have in their possession, at all times, a current photo ID which identifies them as an employee or volunteer of YMM and, if required by the District, a District photo ID authorizing access to a specific District site. If at any time a YMM volunteer or employee demonstrates actions which are inappropriate or creates a disruption within a school, the principal may require that such person leave District property and not return without specific permission of the principal.

4. **Compensation.** The Parties agree and understand that neither entity will be monetarily compensated under this Agreement.

5. **Insurance and Indemnification.** Before performing services or providing goods pursuant to this agreement, YMM shall obtain a Commercial General Liability (“CGL”) insurance policy and a Professional Liability (“PL”) insurance policy, each insuring YMM in an amount not less than \$250,000 for personal injury to or death of any individual, and \$2,000,000 in the aggregate for personal injury or death. In addition, YMM shall obtain a Commercial Automobile Liability with a limit not less than \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage. YMM must add the District as an additional insured party on each policy in amounts commensurate with the limits of the Oklahoma Governmental Tort Claims Act with a “waiver of subrogation” made in favor of the district. YMM shall maintain the required insurance policies at all times while this Agreement is in effect. YMM agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, YMM must immediately notify the District and cease providing services.

In addition to, and not in lieu thereof, YMM shall indemnify, defend and hold the District harmless from any liability for any action or omission of YMM, and its employees, volunteers, agents, officers, representatives, or contractors.

6. **Student Privacy.** YMM will adhere to district student privacy policies, as well as the Family Educational Rights and Privacy Act (“FERPA”) and the Student Data Privacy Act. YMM agrees that no one under its authority shall gather, release, or make public in any way any information related to or that could lead to identification of a student. This includes taking photographs, making recordings (video and/or sound), collecting a student’s written or oral statements, or using records made in connection with the activities that are the subject of this Agreement. The only exceptions being express written permission obtained from the parent/guardian of the student (if under 18 years of age) or the student (if over 18 years of age).

7. **Employees and Volunteers.** YMM is solely responsible for the hiring/recruitment of its employees and volunteers and for the payment of its employees’ compensation and benefits including employment taxes, any similar taxes associated with employment, withholding of federal, state, or local taxes imposed on wages, workers compensation insurance, deductions for social security, contributions for unemployment compensation funds, contributions for workers compensation, and all other regulations governing such matters. In no event shall YMM employees, volunteers, contractors, agents, or officers be entitled to such compensation or benefits from the District.

8. **Independent Contractors.** It is not the intention of the parties to form a joint venture or partnership of any kind. This Agreement shall not be construed to create an employment or agency relationship between the parties or any of their respective officers, agents, employees, representatives or contractors. The parties shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors.

9. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties, and supersedes all other agreements, oral or in writing with respect to the subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect. This Agreement may not be amended or modified at any time without the prior written consent of all parties. This MOU shall be governed and construed according to the laws of the State of Oklahoma without regard to its conflicts of law’s provisions. Any disputes which may arise under this agreement must be litigated in a court of competent jurisdiction over Payne County, Oklahoma.

IN WITNESS WHEREOF, the Parties execute this agreement upon the date of the last signature affixed hereto.

Stillwater Public School District

YOUTH MEDICAL MENTORSHIP, INC.

Stillwater, Oklahoma

By: _____

Roberta Douglas
President, Board of Education

Date: _____

By: Chris McNeil

Name: Chris McNeil

Title: Executive Director

Date: 1/6/26