

EDUCATIONAL AGREEMENT

This Agreement is made this 1st day of July 2026 by and between Sapulpa Public Schools (hereinafter "District") and CREOKS Mental Health Services, Inc. (hereinafter "CREOKS").

RECITALS:

- A. CREOKS operates a private Crisis Stabilization Center, called Spring Creek Kids which serves Sapulpa and the surrounding communities, and which is located within the District's boundaries. At any given time school-aged children will be placed at the Crisis Stabilization Center on an emergent basis. CREOKS desires to obtain the District's educational services for qualified residential students participating in CREOKS' program. The District desires to provide educational services to qualified residential students participating in CREOKS' programs.

NOW, THEREFORE, the parties agree as follows:

1. For purposes of this Agreement, the term "qualifying" students shall mean students residing within a CREOKS facility who have enrolled in Sapulpa Public Schools, and "unqualified" students shall mean those not enrolled in the District including those who are unable to enroll due to serving an out-of-school suspension. Once the terms of the suspension have been met or the time of suspension has expired the student may enroll in the District.
2. The District agrees to provide educational services at the CREOKS Spring Creek Kids location, 27 E. Ross Ave Sapulpa, Oklahoma, to all qualified residential students for whom a homebound placement is determined to be the least restrictive environment.
3. In no event shall the District bear the cost or obligation of providing educational services to residential students from out-of-state school districts ("out-of-state residents"). CREOKS shall ultimately bear all costs of educational services provided to out-of-state residents by the District.
4. Procedural safeguards shall be followed for eligible children with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), which includes the requirements for individualized education programs (where applicable) and placement in the least restrictive environment, and with Section 504 Plan (504 Plan), if any, prepared by the student's school district of residence, prior to the student's admission to the District's program. The instructional program for each disabled student shall be in accordance with the provisions of his or her IEP or 504 Plan. CREOKS may have a representative present at the IEP or Section 504 team meeting to advise the team of any concerns or information CREOKS has to offer regarding the student's education needs and eligibility for related services. An advocate shall be provided by the District and represent the student's educational needs on the IEP or 504 Plan when the student is in OKDHS custody. Students who are English Language Learners (EL) shall be afforded assessment and program modifications as indicated under the Office of Civil Rights, U.S. Court of Appeals, 7th Circuit, which includes identification, assessment, and program modifications.
5. For any qualified residential students who are not residents of the District, District personnel shall notify the student's school district of residence immediately upon finding that the student requires special education and related services. District staff shall notify the student's school district of residence of the time, date, and location of the meeting for

the purpose of planning the student's IEP and subsequent review. CREOKS staff and District staff shall coordinate with the student's school district of residence as necessary to develop the student's IEP.

6. Within a timely manner of admittance, a team of professionals shall review the education needs of each qualified residential student participating in the District's educational services at a CREOKS site. The purpose of this review is to determine the student's educational needs and to develop an Individualized Education Plan (IEP) consistent with state and federal laws and regulations. The professional team shall include a teacher or appropriately qualified educator representative and be under the direction of the Superintendent or designee. The Superintendent or designee and a CREOKS representative shall develop a procedure to permit team members to communicate their recommendations and other relevant information to CREOKS staff on a regular basis. If the student has an IEP or Section 504 plan, the IEP or Section 504 Plan will serve as the basis for the student's Individualized Learning Plan (ILP). Each student's Individualized Learning Plan will describe the appropriate grade level curriculum, strengths needed, career goals, instructional time, and education setting for the student to progress toward participating in a full-day education program. Each student's Individualized Educational Plan (IEP) shall be implemented not later than ten (10) days from his or her admission and will be reviewed periodically thereafter. Each student's Individualized Learning Plan (ILP) shall be implemented on the fifth (5) day from his or her admittance to the program and will be reviewed periodically thereafter.
7. The District shall initially provide an education teacher, appropriately certified by the Oklahoma State Board of Education to provide educational services to qualified residential students at CREOKS Spring Creek Kids facility. The number of teachers may change according to need. The District will periodically reevaluate the number of teachers required in light of the number of qualified residential students in the CREOKS program. The District has the right to unilaterally reduce the number of teachers provided at the CREOKS facility if the District determines that appropriate educational services can be provided in a manner that does not adversely affect the delivery of appropriate educational services, including educational services provided pursuant to the student IEPs or 504 Plans.
8. The District will make every reasonable effort to provide a substitute to cover classes during the absence of a teacher assigned to the Spring Creek Kids and will assign substitutes, when available, in the same manner as substitutes assigned to the District's schools. If, however, after every reasonable effort by the District or its substitute provider, a substitute teacher cannot be found, it becomes the responsibility of Spring Creek Kids to provide coverage during the absence of the teacher at no additional cost to the District.
9. The District shall determine and coordinate which teacher(s) and other staff are assigned to the Spring Creek Kids site. Compensation, including wages and benefits, shall be provided to teachers assigned to CREOKS at the same rate and under the same conditions as provided to other teachers employed by the District.
10. Staff supplied by the District shall be evaluated by a District administrator. The evaluation process shall include the input of CREOKS assigned representative(s). In particular, CREOKS assigned representative(s) shall provide the District's designee with information regarding the teacher's compliance with treatment team attendance, interactions with CREOKS staff, and general classroom structure. District staff members assigned to Spring Creek will cooperate with CREOKS personnel to ensure the smooth functioning of

the District's education programs as part of the overall CREOKS Spring Creek Kids program.

11. CREOKS shall provide appropriate facilities and space of adequate size to accommodate the number of students assigned. CREOKS facilities shall meet accreditation standards of the State Board of Education for educational services and other existing applicable standards. The parties will comply with applicable safety and health standards.
12. The District shall provide current online curriculum, textbooks, workbooks, teacher guides, student devices, and other material of the nature and type utilized in the District's schools. In the event specialized instructional materials are requested, designated representatives of the District and CREOKS shall meet to discuss the materials requested, the relationship of the materials to the educational offering to students at CREOKS Spring Creek, and whether an agreement can be reached regarding the sharing of costs for specialized material. Absent a cost-sharing arrangement approved by both parties, the District has no obligation to furnish special materials not otherwise used or required by the District in its schools.
13. CREOKS will supply non-instructional materials, including pencils, erasers, paper, crayons, tape, glue, and similar materials. CREOKS shall also be responsible for providing and maintaining all classroom equipment including, but not limited to student and teacher desks, chairs, whiteboard, similar equipment, and student internet access as well as filters and controls. Additionally, CREOKS shall provide District staff access to a copier and computer with internet access and to the office equipment generally available to CREOKS staff.
14. The District shall assume the responsibility for the development and supervision of the curriculum taught at CREOKS Spring Creek.
15. CREOKS and District administration will develop a discipline policy and procedure outlining suspension, time-out, and detention procedures. The teacher will provide classroom management with assistance from CREOKS in severe disciplinary situations. At the District's request, CREOKS will remove disruptive students from the classroom. CREOKS will provide management for outside-of-classroom suspension, time-out, and detention during school scheduled time.
16. The District's teacher(s) will record students' grades, daily attendance, absences, and withdrawals in accordance with District board policy. This information will be provided to CREOKS personnel upon request. A local Educational Plan for educational services shall be developed and implemented in accordance and aligned with the mission and goals of the District and Special Facilities. CREOKS agrees to provide a locking storage cabinet at CREOKS Spring Creek Kids to which District personnel will have sole access for the storage of student records. CREOKS students shall earn credit for classes in which they are enrolled in the same manner as other students within the District. The District is responsible for making all reports, if any, required to be made to the Oklahoma State Department of Education or any other applicable authority. The District shall meet monthly (or as otherwise deemed feasible by the District) with CREOKS to discuss the facility's operations and the educational needs of the students in an attempt to communicate about issues and resolve issues raised by either party.
17. CREOKS shall assign specific clerical staff to coordinate enrollment information between its facility and the District, and CREOKS shall complete all necessary paperwork related to certifying the residency of students placed in its facility so that the District may receive financial reimbursement for students as well as obtaining any necessary special education

records from other school districts attended by students. CREOKS agrees to abide by all rules and regulations issued by the State Department of Education and specified by the District, including the District's Policies and Procedures for Special Education. CREOKS shall certify the placement of all students in its facility to the District and shall take any steps necessary to assure attendance of students at the daytime educational program provided by the District. CREOKS personnel will complete and provide the District daily enrollment forms, discharges, withdrawals, and other paperwork necessary for the District to secure financial reimbursement from the State of Oklahoma and other sources. All enrollment forms should be forwarded to the designated district-appointed person at the time of admission. CREOKS agrees to abide by all the rules and regulations issued by the State Department of Education related to certification of the residency of students and their attendance in the District's educational programs. CREOKS may provide personnel to assist each teacher in the monitoring of the classroom daily.

18. CREOKS shall certify the residence of all students to the District and shall take any steps necessary to ensure the attendance of residents at the daytime educational program provided by the District.
19. CREOKS personnel are required to maintain the same level of confidentiality concerning information about students as is required of District personnel. CREOKS personnel will maintain and release student data or records in their possession as required by Federal and State law and District policy, regulations, and guidelines. This shall include, but is not limited to, the Family Educational Rights and Privacy Act. The State of Oklahoma Standard Form – Consent for Release of Confidential Information – shall be utilized when appropriate to expedite the exchange of student records.
20. The parent(s) or legal guardian(s) of each student will be expected to sign a consent allowing the District to release education information to CREOKS.
21. The District shall have no responsibility for directly or indirectly financing any programs or services of CREOKS.
22. Prior to the commencement of educational services at CREOKS under this agreement, CREOKS agrees to furnish the District with a certificate of public liability insurance coverage, naming the District as an additional insured, in minimum amounts of \$25,000 to any claimant for any number of claims for damages to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$125,000 to any claimant for all other claims arising out of a single accident or occurrence, and \$1,000,000 for any number of claims arising out of a single accident or occurrence. The certificate shall require at least ten (10) days' notice to the District before cancellation of coverage for any reason. CREOKS agrees to maintain the said liability coverage in force during the entire term of this agreement.
23. The District shall provide Workers' Compensation insurance for each qualifying staff member who enters CREOKS property. In addition, the District shall provide CREOKS with proof of a General Liability Policy with limits of \$100,000 per occurrence and \$2,000,000 in aggregate. These insurance policies shall be kept in place for the duration of this Agreement. In the event of any change in the policy of coverage, the District shall provide such information to CREOKS; however, the general terms pursuant to this Paragraph may not be altered.
24. The District and its assigned staff shall release, indemnify, and hold harmless CREOKS and its employees and agents from any and all claims, liabilities, and actions that occur

pursuant to any activity undertaken to effectuate the terms of this Agreement. This would include crimes, torts (excluding gross negligence), and other civil causes of action.

25. The term of this Agreement shall begin upon execution and shall terminate on the last day of the fourth quarter of the 2026-2027 school year. Educational services will coincide with the District approved calendar including all school closures. This Agreement may be modified by mutual agreement of the parties. The Agreement may be terminated, with or without cause by either party, upon thirty (30) days' written notice to the other.
26. The Agreement shall be governed by, interpreted, and construed in accordance with the procedural and substantive laws of the State of Oklahoma.
27. If at all possible, disputes arising regarding this Agreement shall be resolved through mediation.
28. The parties shall conduct their relationship and perform their duties under this Agreement in full compliance with applicable federal, state, and local laws, regulations, and ordinances.
29. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and may be amended in writing and signed by the parties.
30. It is expressly understood that the District is acting at all times in the role of an independent contractor to CREOKS. Nothing in this Agreement shall be construed to constitute the District as an agent or employee of CREOKS; nor shall anything contained in this Agreement be construed or constitute CREOKS as an agent of the District. CREOKS shall have no control or direction over the methods by which the District shall perform its services and functions under this Agreement. CREOKS shall have no liability for payroll taxes or benefits for the District's teacher and other employees.

Address for Notices to CREOKS:

CREOKS Health Services

27 E. Ross Ave.

Sapulpa, OK 74066

Address for Notices to District:

Superintendent of Schools

511 East Lee


Sapulpa, OK 74066

Executed the day and year first written above.

Name:

Title:

On behalf of the District, the Board of Education

 Brandi Smith

Name:

Title: chief clinical officer

On behalf of CREOKS Mental Health Services, Inc.