

**SCHOOL YEAR SERVICES AGREEMENT**  
**Between MPower and**  
**Independent School District No. 16 of Payne County, Oklahoma, commonly**  
**known as Stillwater Public Schools (“SPS”)**

**PURPOSE AND SCOPE**

The purpose of this Services Agreement is to clearly identify the roles and responsibilities of each party as they relate to the provision of unpaid work experiences/training to SPS special education students.

**TERM**

This Agreement commences on July 1, 2024 and shall end on June 30, 2025. After the initial period, the Agreement may be extended on an annual basis, with the term beginning on July 1 and ending on June 30, upon mutual and written ratification of the both parties.

**MPOWER’S RESPONSIBILITIES UNDER THIS AGREEMENT**

MPower shall:

- Provide unpaid supervised work experiences/training to eligible SPS Special Education students, including:
  - Work experiences on the Production Floor learning to complete contract joins in a sheltered setting, while developing work related skills and behaviors.
  - The opportunity to work in the community on a supervised work crew at various businesses in the Stillwater community, when deemed appropriate and as jobs are available.

**SPS’s RESPONSIBILITIES UNDER THIS AGREEMENT**

SPS shall:

- Provide a paraprofessional to attend MPower with SPS students.
- Compensate MPower at a rate of \$4.00 per hour, per student.

**STUDENT ELIGIBILITY**

A student’s eligibility to participate under this Agreement will be determined by SPS personnel, in conjunction with guidelines and criteria for particular jobs as communicated by MPower.

**ASSIGNMENT**

The rights and obligations of MPower and SPS may not be assigned or transferred to any other person, firm, or corporation without prior written consent.

**NOTICES**

All notices given hereunder shall be in writing and shall be given or sent by certified mail, first class, U.S. mail to the parties at the addresses herein:

Attn: Melisa Kifer, Director of Special Services  
314 South Lewis  
Stillwater, Oklahoma 74074

Attn: Amy Spiva, Director of MPower  
316 South Stallard  
Stillwater, Oklahoma 74074

### **HOLD HARMLESS**

It is understood that neither party hereto is the agent of the other and neither is liable for the wrongful acts, negligence, or employees of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents, or students (if applicable), to the extent allowed by law.

### **NON-DISCRIMINATION**

The Parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The Parties will not discriminate against any individual because of race, religion, creed, color, sex, sexual orientation, genetic information, gender identity or expression, age, disability, protected veteran status, national origin, or other protected category. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. § 2000e).

### **SAFETY**

MPower, by executing this Agreement, hereby declares that no employee working with students under this Agreement is currently registered or required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.

### **CONFIDENTIALITY OF RECORDS**

The Parties agree to abide by all legal requirements with respect to the confidentiality and disclosure of personally identifiable information and education records as required by law, including, but not limited to, the Family Educational Rights and Privacy Act of 1974, applicable regulations, and state law protecting privacy rights in education and juvenile records.

### **RELATIONSHIP OF PARTIES**

This Agreement does not create a partnership, agency, joint venture, employment, or third-party beneficiary contract. Neither party to this Agreement is a principal, partner, co-venturer, franchisee, or employee of the other, and neither party to this Agreement will make any representation contrary to any person or take any action which would imply otherwise.

### **INSURANCE REQUIREMENTS**

Each party shall purchase at its own cost and maintain insurance policies, or be self-insured, in support of their obligations.

**CHOICE OF LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this Agreement shall be the District Court of Payne County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma.


**TERMINATION OF AGREEMENT**

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

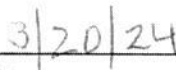
STILLWATER PUBLIC SCHOOLS

MPOWER

\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Amy Spiva, Executive Director

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date