OKLAHOMA DEPARTMENT OF CAREER AND TECHNOLOGY EDUCATION
CONTRACT FOR SECONDARY CAREER AND TECHNOLOGY EDUCATION PROGRAM(S) FOR SCHOOL YEAR 2025-2026

It is understood and agreed that Oklahoma Career and Technology Education funds will be used to assist in the development and maintenance of a Career and Technology Education program that meets the standards, provisions, and requirements contained in the State Plan for Career and Technology Education, the CareerTech state rules and regulations, and policies pertaining to Career and Technology Education, state laws, and federal policies pertaining to Career and Technology Education. The aforementioned district will provide the funds necessary for quality programs and report such expenditures to the Oklahoma Department of Career and Technology Education (ODCTE). All
programs supported under this contract have been coordinated with other training agencies and institutions in the area.

It is also understood and agreed that necessary records shall be kept, and all reports required by the State Board shall be submitted to the appropriate area of ODCTE by the established due date. The **Salary and Teaching Schedule due September 30** is one of these reports and is considered a part of this contract in addition to **CESI Enrollment due October 31** and the **Follow-Up Reports due November 30**. Those programs delinquent in submitting accurate reports are subject to having reimbursement withheld or withdrawn by ODCTE.

The program(s) on the listed attachment shall have an established local advisory committee to assist in their development and/or direction.

The teacher(s) of the program(s) listed herein shall have a valid teaching certificate in the specific subject matter area. Other Career and Technology Education personnel involved in the delivery of the programs listed shall meet the minimum requirements for the duties and responsibilities for which funds are requested.

It is understood that program(s) provided for in this contract, as indicated on the list of programs included with this contract, and the Salary and Teaching Schedule, shall be operated for ten or twelve calendar months. Ag Education is a twelve (12) month program. All other CTE programs follow the school calendar. Should any program(s) not be operational for the entire period and led by a certified instructor(s) as indicated on this contract, it is understood that funding will be reduced proportionately.

Program assistance funds received from ODCTE shall be spent on CareerTech programs and will be coded to 412. Salary supplement received from ODCTE shall be coded to 411.

Furthermore, the aforementioned school district certifies that all such program(s) listed in this contract are open with respect to equal access to males and females and that disabled students who, under the direction of a planning
committee apply for admission, are provided Career and Technology Education as specified in the Individual Education Plan (IEP) as appropriate.

This contract, once signed and completed, should be returned to secondarycontracts@careertech.ok.gov **no later than September 30.**

Approved:

President, Board of Education **Date**

7-28-2025

Superintendent of Schools **Date**

Choctaw School System
District Name (please print)

Brent Haken, State Director **Date**

IEP Service Agreement – 2025–2026 School Year

Student Information
Student Name: _____

Date of Birth: _____

Parent/Guardian Name(s): _____

Address: _____

Phone: _____

Email: _____

Resident District Primary Contact
District: Dale School District

Name: _____

Title: Director of Special Education

Phone: _____

Email: _____

Address: _____

Receiving District Primary Contact
District: Choctaw-Nicoma Park School District

Name: _____

Title: Director of Special Education

Phone: _____

Email: _____

Address: _____

Agreement Parties
This agreement is made between: Dale School District ("Resident District") and Choctaw-Nicoma Park School District ("Receiving District")

Who This Agreement Involves
This agreement concerns the provision of special education and related services for the above-named student, a resident of Dale School District, for the 2025–2026 school year.

Recitals
WHEREAS, the Individuals with Disabilities Education Act (IDEA) and Oklahoma law require that all students with disabilities receive a Free Appropriate Public Education (FAPE) in the least restrictive environment;

WHEREAS, the Dale School District has determined it is unable to provide the student with FAPE within the district due to the student's needs as identified in their Individualized Education Program (IEP);

WHEREAS, the Choctaw-Nicoma Park School District has the specialized staff, services, and facilities to implement the IEP and provide FAPE;

WHEREAS, the parties desire to enter into this agreement to ensure provision of services for the student in compliance with federal and state law;

NOW, THEREFORE, the Resident District and Receiving District agree as follows:

IEP Service Agreement Terms

1. Term of Agreement
This Agreement is effective August 19, 2025, through May 21, 2026. Either party may terminate this Agreement with thirty (30) days' advance written notice to the other party and to the student's parent(s)/guardian(s).

2. Services Provided by Receiving District
The Receiving District shall provide all special education and related services identified in the student's current IEP, including those for visual impairment.

3. Transportation and Paraprofessional
The Resident District will provide all transportation for the student and will supply their own paraprofessional as required by the IEP.

4. Student Progress and Reporting
The Receiving District will issue student progress reports and report cards in the same manner as all other students.

5. Evaluations and Reevaluations
If needed, the parties will jointly determine who administers any evaluations.

6. FAPE Responsibility
The Resident District is legally and financially responsible for ensuring FAPE as required by law and for the IEP's development and implementation. In the event a special education due process complaint is filed concerning the student, the Resident District will be legally and financially responsible for that complaint and, to the extent permitted by law, will indemnify and hold harmless the Receiving District for any expenses the Receiving District incurs in responding to that complaint, including but not limited to attorney fees and costs.

7. Procedural Safeguards
The Receiving District will comply with all procedural safeguards under IDEA and Oklahoma law.

8. IEP Meetings
Both Districts' Primary Contacts will coordinate participation in all IEP meetings.

9. Disciplinary Procedures
Notification of disciplinary actions will occur as specified by law.

10. Parent/Guardian Input
Both districts will address parent concerns reasonably and collaboratively.

11. Student Count
The student will remain on the Resident District's child count and average daily membership.

12. Tuition and Fees for Services
The Resident District will pay the Receiving District for all educational and related services as follows:
Base Tuition (Oklahoma State Aid Formula): $3,500 (per weighted pupil) × 4.10 (weight) = $14,350
- Braille embosser annual usage fee: $100
- Administrative fee: $500

- Training of Dale paraprofessional: $1,200
- Visual Impaired Instructor: $10,388.49
- Total for 2025–2026 School Year: **$26,538.49**

13. Payment Terms
Tuition and fees shall be invoiced May 21, 2026 with payment due within 30 days of invoice receipt. Invoices will include itemized services and costs. This amount includes the cost of all educational and related services that the Receiving District could reasonably anticipate based upon review of the student's current IEP. If the IEP team amends the student's IEP or develops another IEP that increases the cost of services to the Receiving District, the parties to this agreement will mutually consider and negotiate any increase in the tuition amount sought by the Receiving District to cover the increased cost of services.

14. Entire Agreement and Amendments
This Agreement represents the entire understanding between the parties and may only be amended in writing and signed by both parties.

Signatures:

Dale School District No._____of Pottawatomie County, Oklahoma

_____ _____
By President, Board of Education Date
"Resident District"

Choctaw-Nicoma Park School District No. 1004 of Oklahoma County, Oklahoma

_____ _____
By President, Board of Education Date
"Receiving District"

To: School Work Study (SWS) Schools (The contact person for your school)

It is time for all the school districts that have a Transition School-to-Work: School Work Study contract to sign a new contract for fiscal year 2026 (October 1, 2025 – June 30, 2026).

You are receiving this email with a new contract and the Vendor Information Form attached. **You will need to complete the "eSign", which will automatically send them back to us for our signatures.** The forms will be tracked electronically from that point.

Please complete the entire eSign. Then please review the **entire contract** and find the indicated signature block for your eSignature. Follow the instructions.

Optional: If this email has been sent to someone other than the proper signatory, you may click the hyperlink that allows you to have someone else sign, or you may download a copy of the vendor form and contract then sign and email it back in its entirety to klowry@okdrs.gov.

We must receive the completed contract and Vendor Information Form before we can process your contract. Please submit as soon as possible so there are no delays in the processing of your contract.

Remember, the "EIN number" is your Federal ID Number.

Services beginning October 1, 2025 or after may not be provided until the Award of Contract has been issued.

If you have questions about signing the contract, please communicate with Chris Compton and cc: Renee Sansom Briscoe at the Oklahoma Department of Rehabilitation Services. Their email addresses are ccompton@okdrs.gov at (405) 605-9651 and rsansom@okdrs.gov at (405) 212-7789. For SWS contract content and service questions, contact Renee Sansom Briscoe at rsansom@okdrs.gov or (405) 212-7789.

If there are planned personnel changes that affect this contract, please also provide the new information to Chris and Renee at the above email addresses.

Thank you for your help in this matter.

OKLAHOMA Rehabilitation Services

OKLAHOMA Education

The Workforce Innovation Opportunity Act (WIOA) requires the Department of Rehabilitation Services (DRS) to collect and report Measurable Skills Gains for youth.

To document these Measurable Skills Gains, Vocational Rehabilitation Counselors will need to obtain a consent form signed by a parent or the student (if they are age 18+) to then submit to your school to obtain copies of students' secondary transcripts. You can expect to receive such transcript requests at the end of each semester and should note that the signed consent forms are only good for one year.

The State Department of Education Special Education Services (OSDE-SES) and DRS request that LEAs collaborate with their local VR Counselors to establish procedures to assist VR Counselors with obtaining students' secondary transcripts and/or report cards to meet WIOA compliance.

Here are some examples of effective procedures VR counselors have shared:

1. The VR Counselor obtains a DRS release form signed by the student's parent/guardian or by the student if they are age 18+ (see example) and then provides a copy of the signed release forms to your school district. The LEA then provides the transcripts to the OKDRS/VR counselor.

    (NOTE: LEAs are encouraged to establish a set contact person(s) for the VR Counselor to send consent forms, such as the counselor's office, registrar, special education administration support staff, etc.)

2. For those students participating in School Work Study (SWS), the VR Counselor will send copies of the signed release forms and the school can provide the students' transcripts along with the SWS time sheets.

3. The VR Counselor sends out the following letter to students and encloses a self-addressed postage-paid envelope for the student to return the transcript in the mail to DRS:

    Dear [Client],

    The first (second) semester of the school year is almost over, and I hope it has been a good semester for you! I am required to document in your vocational rehabilitation your educational process each semester. Please provide DRS with a copy of your semester's grades. Please return either a high school transcript for (insert the fall or spring semester and the year) or a report card in the enclosed postage-paid envelope or email it to me at (insert counselor's email address). Please contact me if you have any questions at all. Thank you!

Thank you for your support as we work to improve outcomes for students with disabilities.

Renee Sansom Briscoe

Renee Sansom Briscoe
Transition Coordinator
405-212-7789
rsansom@okdrs.gov

Lori Chesnut

Lori Chesnut
Program Specialist
405-521-4802
lori.chesnut@sde.ok.gov

State of Oklahoma
Department Of Rehabilitation Services
Transition School-to-work: Work Study

This agreement, consisting of sixteen (16) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

Choctaw-Nicoma Park Public Schools

12880 N.E. 10th St.

Choctaw, OK 73020-8129

("Contractor" or "School") and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act both provide for transition services for children with disabilities to facilitate the child's movement from school to post-school activities including employment, 20 U.S.C. § 1401(34) and 29 U.S.C. § 721(a)(11)(D); and

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services at Subchapter 7 of Chapter 10 of Title 612 of the Oklahoma Administrative Code to implement the Transition from School-to- Work Program; and

WHEREAS, in the School-to-Work program, there are many services needed. Some of these services are provided by the school under the individualized education plan (IEP) and some are provided by the Oklahoma Department of Rehabilitation Services under the individualized plan for employment (IPE). Other services may be provided by the parents, Career Tech, and others. A major component of the Transition School-to-Work program is work-readiness training and work experience. The work experience can be provided through Work Adjustment Training or the three types of Work Study Programs.

NOW THEREFORE, the parties agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or October 1, 2025, whichever is the latter, through September 30, 2026. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

Students eligible to participate in Work Study (School Work Study, Worksite Learning, Employer Work Study) include those:

- with documented disabilities (includes IEP, 504 Plan, or other documents), who have been determined eligible for DRS services or are on a trial work plan as determined by the DRS counselor;
- with an approved DRS case;
- with an individualized plan for employment (IPE) in place;
- with School Work Study (SWS) as a line of service on the IPE;
- who are at least sixteen (16) years of age; and
- who are attending high school.

All students participating in Work Study shall be DRS clients.

Students participating in Work Study may do so for **no more than 24 cumulative months**, as authorized in the form of Authorization(s) for Purchase(s) provided by the DRS counselors prior to the students starting work. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received authorization in the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

The months do not need to be consecutive. Based on individual needs and barriers due to disability, there may be exceptions where the student requires more time to make additional progress. In that instance, the DRS counselor may authorize additional time. Summer months spent in Work Study count in the 24 cumulative months. Transportation, scheduling, administrative or family convenience, or family/individual income needs are not acceptable reasons to extend Work Study beyond 24 cumulative months.

Participating students may work **no more than 15 cumulative hours per week during the school year** (i.e., during the day, evenings, weekends, or holidays). In each of the cases described above, the students **must** be given school credit for their participation during the school day, and the School staff and the DRS counselor will provide important guidance and instructional help around the work experience. If the student works after school hours, in the evening or on weekends, the School may also choose to give the student school credit and is encouraged to do so to support earning elective credits. The School will provide staff to work with the DRS counselor in the area of transition. The School will have at least one (1) person designated to serve as the "teacher/transition coordinator". Paraprofessionals could serve as transition coordinator or could also be assigned to help with the process and documentation. The School agrees to provide designated staff time for performing the needed duties related to transition. The School agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract.

Students wishing to continue working through the summer as part of Transition School-To-Work: Work Study may do so if the School has a current contract in place.

During the school year - The maximum number of hours worked per student that is reimbursable by the DRS **cannot** exceed 15 cumulative hours per week during the school year. The DRS will reimburse 100% of the wages paid by the School for a maximum 15 cumulative hours per week

During the summer months - The maximum number of hours worked may exceed 15 cumulative hours and no more than 20 per week for summer work only when pre-approved by the DRS counselor. The DRS will reimburse 100% of the wages paid by the School for a maximum 20 cumulative hours per week. Students may work a maximum 20 cumulative hours per week beginning with the first day of summer break. However, upon the first day back to school, the students must go back to working no more than a maximum 15 cumulative hours per week. All Child Labor Laws apply and must be adhered to.

https://www.dol.gov/general/topic/youthlabor

The School is required to continue supervising, monitoring, and reporting on students working in the School or in the community during the summer.

Paid work positions must reflect **real work/jobs** and include tasks that would normally be a function of that position. The students must be learning skills that will transfer to competitive, integrated employment in the community. Classroom instructional time does not count as work. The School must ensure that students have access to a wide variety of work/job types and must also ensure the School has enough work to cover the number of students intended to participate in the program. Examples of work/jobs within the School include, but are not limited to, the following:

- office assistant/mail clerk - deliver mail/messages, stamping, sealing, organizing, cleaning, stocking, inventory, ordering, shredding, answering phones, making ID badges, laminating, taking messages, greeting visitors;
- transportation assistant - cleaning buses inside and out, light vehicle maintenance, checking fluids, tire pressure, assisting with trip tickets, cleaning bus barn;
- teacher's aide - reading to groups/individuals, cleaning, organizing, light grading, bulletin boards, listening to students read, engage students in activities, shredding, making copies;
- custodial -operating electric floor cleaning machines, simple maintenance, taking out trash, cleaning classrooms, sanitizing, dusting lockers and trophy cases, cleaning windows, restocking bathrooms, vacuuming rugs;
- manager of sports team - scorekeeping, ordering, inventory, hauling/moving equipment, washing towels, preparing water jugs and equipment for practices and games;
- information technology assistant - using compressed air to clean computers and keyboards; replacing batteries, mice and keyboards; cleaning monitors; deliveries to students and/or teachers; organizing order tickets;
- clerk in school store or coffee/snack cart - greeting, stocking, inventory, organizing, ordering, taking orders, filling orders, taking money and making change, cleaning, making displays;

- cafeteria assistant - wiping down tables, taking out trash, loading dishes, preparing food and utensils, stocking, serving, organizing;
- library aide - greeting, accepting books, checking books out, shelving books, research, cleaning, organizing, doing displays, answering phones; and
- landscaping/maintenance - mowing, weed eating, edging, pulling weeds, cleaning up flower beds, planting flower beds, selecting flowers/plants, planting in flower beds, trimming trees/shrubs, raking and bagging leaves, picking up trash from parking lot or around school grounds, light repairs on school properties, such as replacing light bulbs, painting, exterminating pests, etc.

The same guidelines should be adhered to when selecting community placements for paid work experiences.

In the final nine (9) months of the student's Work Study (School Work Study, Worksite Learning, Employer Work Study), the student must work for an employer outside of the school or school district, unless otherwise approved by the DRS counselor.
Students may not work in their family-owned business unless approved by the DRS counselor. This includes farms and other businesses.

Upon graduation with a standard diploma and high school exit, students receiving services through the Contract must cease work on the last day of school. They may not continue participation in School Work Study and/or Worksite Learning beyond their high school departure.

A. Work Study Program

There are two types of Work Study through DRS:

1. School Work Study (SWS) allows students with disabilities to **work on the School campus**. The students are supervised or closely monitored by School personnel, and the School pays the students a wage, with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working on campus.

2. Worksite Learning allows students with disabilities to **work in the community**. The students are supervised or closely monitored by School personnel, and the School pays the students a wage, with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working off campus.

B. Other Work Opportunities

This is not a Work Study through DRS:

1. Employer Work Study allows students with disabilities employment experience in **part-time jobs in the community,** with the employers paying the wages/salary(ies). In this instance, the students are employees of the community employers, **employers maintain liability**, and **the DRS does not reimburse the employers for the wages/salary(ies)**.

C. Contractor's/School's Obligations

The Contractor's/School's designated teacher/transition coordinator shall:

1. be knowledgeable about the contents and requirements of the Contract;
2. have received written authorizations from the DRS counselors prior to initiating work study services for eligible students or paying for work study services rendered by eligible students (i.e., not starting a student to work before the DRS has approved in writing);
3. serve as a member of the IEP team and make decisions for job placement as a team;
4. provide information regarding the program to School personnel, students, and parents;
5. provide job readiness instruction and assistance to the students in the program prior to starting their jobs (e.g., helping them prepare for interviewing for the potential position) through transition services or five core pre-employment transition services:
    a. job exploration counseling;
    b. work-based learning experiences;
    c. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
    d. workplace readiness, including social and independent living skills; and
    e. self-advocacy, including peer mentoring.
6. support students' job placement efforts, including tracking and regular follow up with students on their progress;
7. collaborate with the DRS counselor to keep track of all students who are taking part in the program, their place of employment, job title, and the skills they are learning or practicing, at least once per semester or whenever new students join or job duties change;
8. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the SWS services provided by DRS, including, but not limited to, present levels of performance, services, and annual education/training or employment goals on the IEP;
9. document such transition services or pre-employment transition services provided and completed by participating students;
10. provide such documentation to the DRS counselor at the end of each semester;
11. submit (at the same time and by the 15th of the following month or whenever payroll is run by the School for their payment cycle) monthly invoices/pay stubs, time sheets, progress reports, and proof of payment to students for reimbursement of the wages paid to students participating in School Work Study and/or Worksite Learning; and
12. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to the DRS.

If claiming mileage reimbursement for the School's teacher/transition coordinator's travel to and from the job sites of participating Work Study students, the School shall submit monthly itineraries and travel claims that have been signed and verified by the School's designated signer.

D. DRS's Obligations

The DRS counselor shall:

1. provide authorization in the form of an Authorization for Purchase to the School's teacher/transition coordinator prior to the School initiating services for each eligible student participating in School Work Study and/or Worksite Learning;
2. provide a written/emailed approval to the School's teacher/transition coordinator prior to the initiation of a student's participation in Employer Work Study;
3. accept referrals, process applications, and help to organize the IEP and the IPE;
4. provide input on the IEP's employment goals, serve as a member of the IEP team, and make decisions for job placement as a team;
5. arrange work schedules to allow for meetings with School staff, the student in the program, parents, employers, and other people involved in the process;
6. organize and provide necessary services, such as, but not limited to vocational assessment & counseling and guidance;
7. provide the School's teacher/transition coordinator with updated information as it becomes available, upon request;
8. support students' job placement efforts, including tracking and regular follow up with students on their progress;
9. collaborate with the School's teacher/transition coordinator to keep track of all students who are taking part in the program, their place of employment, job title, and the skills they are learning or practicing, at least once per semester or whenever new students join, or job duties change;
10. monitor students' progress at job sites;
11. ensure that the School is submitting monthly timesheets, progress reports, proof of payments to students, and documentation of transition services or pre-employment transition services (as completed) on a regular basis;
12. provide reimbursement to the School for wages paid to students participating in School Work Study and/or Work Site Learning;
13. provide mileage reimbursement at the state rate for the School's teacher/transition coordinator's travel to and from job sites of students participating in School Work Study and/or Worksite Learning; and
14. provide support in assisting students graduating into Employer Work Study.

E. Student Wage

1. The DRS and the School agree that students who are employed by the School as part of a training program are not independent contractors, but employees of the School. **The School agrees to deduct state and federal income tax from wages paid to the student**. The School is responsible for costs incurred for workers' compensation or other expenses not included in the minimum wage reimbursed by the DRS, as part of its contribution toward providing coordinated transition services outlined in the Individuals with Disabilities Education Act (IDEA) and the Workforce Innovation and Opportunity Act (WIOA).

2. The DRS and the School further agree that **IRS regulations provide that services performed by a student who is employed by the school in which the student is enrolled are not considered "employment" for purposes of FICA (Federal Insurance Contribution Act—Social Security and Medicare) and FUTA (Federal Unemployment Tax Act—employment tax)** payroll deductions. 26 C.F.R. § 31.3121(b)(10)-2(a)(1) and § 31.3306(c)(10)-2(a). The rules provide that the services performed by the student must be incident to and for the purposes of pursuing a course of study at the School. 26 C.F.R. § 31.3121(b)(10)-2. **The DRS and the** School **agree that students who are employed by the School as part of a training program are not subject to FICA or FUTA, except as otherwise provided below**. The employee/student must be enrolled and regularly attending classes at the school where they are employed to have the status of a student within the meaning of the regulations. This exemption does not apply if the student is working for a private employer through Employer Work Study, rather than for the School as part of an internship program. *The student must be employed by the School in order for the exception to apply.* The Oklahoma Employment Security Act provides that employment as part of a work-training program is exempt from the definition of "employment" and, therefore, not subject to the Act and, therefore, should not be documented as wages paid in quarterly submissions to the Oklahoma Employment Security Commission (OESC). 40 O.S. §1-210 (15)(l). **At the end of the calendar year, students are to be provided a W-2 (Wage and Tax Statement), and <u>not</u> a 1099-Misc form for independent contractors.**

3. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received authorization in the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

III. <u>Compensation</u>

A. Contract Amount

The DRS shall reimburse the Contractor as follows:

- school months –the current federal minimum wage. EXEMPT from FICA and FUTA, thus should not be taken out of the student's check.
- summer months –the current federal minimum wage, plus FICA and FUTA, as summer months are NOT exempt due to the student not being enrolled at least half-time in school.

Payment shall be made upon receipt of properly completed and approved invoices/pay stubs, time sheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services. By law the **DRS cannot pay** in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

The **DRS will cancel the Contract if procedures are not followed** (e.g., putting students to work before authorized, inappropriate job placements, delayed billing, not submitting proper documentation as outlined in the Contract). If a settlement/ratification agreement . must be reached between the Contractor and the DRS, the Contractor will receive only 50% of the funds for which it is seeking reimbursement.

The Oklahoma State Constitution, Article 10, Section 23 states, "Balanced Budget - Procedures. The state shall never create or authorize the creation of any debt or obligation, or fund or pay any deficit, against the state, or any department, institution, or agency thereof, regardless of its form or the source of money from which it is to be paid, except as may be provided in this section and in Sections 24 and 25 of Article X of the Constitution of the State of Oklahoma."

An express or written contract is a document evidencing, among other things, the mutual consent of the contracting parties. The written document becomes effective when the parties have signified their mutual consent by the act of signing it. The act of signing occurs when it occurs and applies only to events in the future.

To ensure you stay within the law and that you receive full compensation for services provided, please wait for official written documentation from your DRS counselors as to when a service may actually begin for an approved DRS client. The DRS CANNOT backdate in order to pay for services for any youth with disabilities.

According to 70 O.S. § 5-142, school districts must conduct national criminal record background searches and fingerprinting on prospective employees. Therefore, the DRS will reimburse the School up to fifty dollars ($58.25) per DRS client who:

* is going to participate in School Work Study and/or Worksite Learning;
* is at least eighteen (18) years of age; and
* has not previously had a criminal background check completed by the school district or any other school district in Oklahoma.

This reimbursement will occur upon request and submission of properly completed documentation to the DRS counselor. If the Contractor chooses to request the expedited background check from the Oklahoma State Department of Education, the Contractor will be responsible for any additional fees beyond the fifty dollars ($58.25).

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/pay stubs, timesheets, progress reports, and claims shall be sent to the DRS counselor who authorized services for each DRS client. **DRS cannot reimburse wages for School Work Study and/or Worksite Learning hours that were not authorized in the form of an Authorization for Purchase provided by the DRS counselor prior to the student starting work.** The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma

Statutes. The Contractor is responsible for claiming the interest. Pursuant to 2 C.F.R. § 200.407(n), 2 C.F.R. § 200.441, the DRS shall not use federal funds or non-federal funds used for vocational rehabilitation (VR) match to pay interest assessed for late payments to the Contractor.

C. Lapse Of Invoices/Claims

Properly completed and approved invoices/pay stubs, timesheets, and progress reports documenting the provision of services and/or proper claims for reimbursement of travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

IV. Standard Terms

A. Equal Opportunity/Non-Discrimination

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.;* Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq*. and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

B. Lobbying Activities

The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Debarment And Suspension

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

D. Drug-Free Workplace

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

E. Modification

The Contract may only be modified by mutual consent of the parties in writing.

F. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

G. Access To And Retention Of Records

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts and/or transcripts.

The Contractor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract, unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records

are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

H. Subcontracting

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

I. Compliance With State And Federal Laws

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

J. Travel

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements and provide supporting documentation for reimbursement.

K. Client Confidentiality

The Contractor assures compliance with DRS requirements pertaining to the protection, use, and release of personal information. The Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the DRS client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

L. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

M. Audit

1. **Federal Funds**
   Organizations that expend $1,000,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. **State Funds**

Corporations both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3. **Auditor Approval and Audit Distribution**

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report, management letter (if applicable), corrective action plan to all audit findings, and the auditor's latest external quality control review report to the DRS Contracts Unit at 3535 N.W. 58th Street, Suite 300, Oklahoma City, OK 73112 or Contracts@okdrs.gov within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request for an extension to the physical address or email address listed above, citing the reason for delay. The DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if the DRS has not received the prior year audit.

N. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq*. The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

O. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers' compensation insurance.

P. Insurance

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and provide the DRS with evidence of such insurance and renewals upon request.

Q. Punitive Actions

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

R. Prior DRS/State Employment

The Contractor hereby certifies that at the start of the contract period neither he/she nor, if applicable, any member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract. This term shall not apply when the Contractor is a State of Oklahoma governmental entity.

S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and are registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and is available at www.dhs.gov/E-Verify.

T. Contract Jurisdiction

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

U. Severability

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.

V. TikTok Ban

Pursuant to State of Oklahoma Governor's Executive Order 2022-33, no person or entity who contracts with the State of Oklahoma, including but not limited to any State agency, board, commission, or authority and agents thereof, shall download or use the TikTok application or visit the TikTok website on government networks or other State-owned or State-leased equipment.

W. Certification For Non-Boycott Of Israel Goods Or Services

Pursuant to 74 O.S. § 582, in contracts of more than $100,000, the Contractor certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State of Oklahoma, and that it will not boycott Israel during the term of the Contract.

X. Certification For Non-Boycott Of Fossil Fuel Energy Companies

In contracts of $100,000 or more and where the Contractor has 10 or more employees, the Contractor certifies that it does not currently boycott energy companies in violation of the Energy Discrimination Elimination Act of 2022 (74 O.S. § 12001 et seq.). The Contractor further certifies that it will not boycott energy companies in violation of the Act during the term of the Contract.

Y. Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), strikes or labor disputes, embargoes, government orders, epidemics, pandemics or other similar events beyond the reasonable control of the party. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this clause.

If an event of Force Majeure occurs, the party injured by the other's inability to perform may elect one of the following remedies:

- to terminate the Contract in whole or in part; or

- to suspend the Contract, in whole or part, for the duration of the Force Majeure circumstances.

The party experiencing the Force Majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of Force Majeure on the injured party.

Z. Termination For Funding Insufficiency

Notwithstanding anything to the contrary in any Contract document, the DRS may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated by the legislature or are not received from an intended third-party funding source. In the event of such insufficiency, the Contractor shall be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the DRS of insufficient funding shall be accepted by and shall be final and binding on the Contractor.

AA. Prohibition On Certain Telecommunications And Video Surveillance

The Contractor shall not obligate or expend funds received as payment under this contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by one of the prohibited companies as provided for at 2 C.F.R. § 200.216.

BB. Offender List Registration Declaration and Compliance with 57 O.S. § 589 and 70 O.S. § 6-101.48.

This section applies to contractors who provide services to persons under eighteen (18) years of age or who provide services on the premises of the Oklahoma School for the Blind (OSB) or the Oklahoma School for the Deaf (OSD).

Offender List Registration Declaration

The Contractor's signing authority for the Contract hereby states under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct:

1. I am the Contractor OR I am the duly authorized representative of the Contractor; and

2. Neither the Contractor nor any employee of the Contractor, nor any subcontractor or employee of a subcontractor, who provides services to persons under the age of eighteen (18) years pursuant to the terms of this contract, or who works on the premises of OSB or OSD is currently required to register under the provisions of the Oklahoma Sex Offenders Registration Act (57 O.S.§§ 581 *et seq.*) or the Mary Rippy Violent Crime Offenders Registration Act (57 O.S.§§ 591 *et seq.*).

Compliance with 57 O.S. § 589 and 70 O.S. § 6-101.48
As applicable, Contractor shall comply with all requirements provided for at 57 O.S. § 589 and 70 O.S. § 6-101.48.

V. Signatures

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

Oklahoma Department of Rehabilitation Services

_____
Signature Date

Kathy Lowry, CPO
Print Name

Manager/Compliance Officer
Title

Contractor

Signature:

Email: pwilliams@cnpschools.org

Signature Date

Print Name

Title

Contact Person Telephone

Contractor's Email Address

STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
WORK PLAN

Choctaw-Nicoma Park Public Scho
VENDOR

Contract Number

Terrisha Osborn has been appointed contract monitor for the above stated contract and assumes responsibility for the monitoring of all programmatic aspects of the contract, including the periodic and ongoing review of reports or other valid indications of performance. The contract monitor also assumes oversight responsibility for fiscal monitoring of said contract.

The contract monitor has been assigned the following duties:

1. monitoring services provided through the contract;
2. periodically reviewing interim reports or other indications of past contract performance;
3. monitoring contractor compliance to the requirements and specifications of the contract;
4. monitoring pre-authorization of contract services in AWARE;
5. monitoring the Oklahoma Department of Rehabilitation Services (DRS) authorizing authority's approvals for services provided through the contract;
6. monitoring the DRS authorizing authority's receiving, reviewing, approving, and submitting of invoices/claims for payment to DRS Finance – Accounts Payables (State Office);
7. If the contract number begins with 805, the contract monitor shall submit requests for additional funding to the DRS Contracts Section prior to the expenditure of funds.

All information pertinent to this contract (i.e., original contract copies, addendums, revisions, vendor correspondence, evaluations, reports, audits, compliance reviews and staff comments regarding service provision) shall be maintained in the central repository located in the DRS Contracts Section. Documentation shall be made available for review upon request by the Office of Management and Enterprise Services (OMES). Copies of invoices/claims shall be maintained in the DRS Finance Unit. Confidential DRS client information shall be maintained in the DRS client's case service file.

The services to be performed through the contract are necessary for DRS to carry out its policies, rules, and regulations regarding the provision of indicated and appropriate rehabilitation services in a timely manner leading to employment of eligible disabled individuals, per the Code of Federal Regulations (CFR), Section 261.42(a)(4).