

AGREEMENT

THIS AGREEMENT is entered into on the ____ day of September, 2025, by and between, Choctaw Public Schools, **INDEPENDENT SCHOOL DISTRICT NO. ____ of OKLAHOMA COUNTY, OKLAHOMA** (hereinafter referred to as "**District**"), and **Larry L. Mullins, Ph.D., (1301 Kerry Layne, Edmond, OK. 73034)** (hereinafter referred to as "**Dr. Mullins**").

RECITALS:

WHEREAS, the District and Dr. Mullins desire to enter into a mutually advantageous service agreement.

WHEREAS, the District seeks during the **2025-2026** school year for Dr. Mullins, as requested, to perform any of the following, including onsite observations, student evaluations, review of education records, consultations including training, demonstrating, coaching and mentoring activities with school personnel, functional behavioral assessments, and program design and development for the district or individual children referred by the school with learning and/or behavioral concerns.

WHEREAS, Dr. Mullins desires to provide the requisite clinical supervision under the terms and conditions of this Agreement and under the compensation arrangements herein provided.

NOW, THEREFORE, the parties agree as follows:

1. Dr. Mullins shall deliver the requested services for District students. Dr. Mullins possesses the requisite certification to perform these services.
2. Dr. Mullins will provide the services subject to the expectations and directions of the District representative or designee.
3. The District's representative shall determine the scope of work and provide general direction under the Agreement. At the request of the District, Dr. Mullins shall provide verbal and/or written reports and verifications to the District on a mutually agreeable schedule and perform other services as may be mutually agreed upon by both parties to the Agreement.
4. In the event that Dr. Mullins is not providing services in accordance with the stated direction provided by the District, the District's representative will contact Dr. Mullins about the District's concerns. In the event that said issues are not resolved, Dr. Mullins will, upon written request by the District, immediately cease providing services in the manner directed by the District. District will not pay and is not responsible for the costs associated with the services being eliminated.
5. Except as provided herein, all wages, taxes, benefits and employment-related expenses associated with Dr. Mullins's duties are the sole responsibility of Dr. Mullins, who is an independent contractor, not an employee of the District.

6. The District agrees to provide adequate space, furniture, and other furnishings as mutually agreed upon by both parties to the Agreement for the implementation of the Agreement.

7. Dr. Mullins will maintain all records, logs and documentation, including progress notes, prepared by him concerning any students in compliance with the Family Educational Rights and Privacy Act (FERPA). Additionally, Dr. Mullins agrees he will not permit any other party to have access to such information without the written consent of the parents of the student(s).

8. The District agrees to pay Dr. Mullins a fee of \$175 per hour, plus \$175 per hour travel time from his office to the school site and return, to be billed on a monthly basis. If Dr. Mullins fails to submit an itemized invoice to the District within forty-five (45) days of the last day of the month of services, Dr. Mullins forfeits all rights to payment as to the services described in that invoice. However, this deadline shall not apply to services provided during the month of June. Which must be invoiced to the District before June 15, 2026.

9. The total amount payable by the District under this Agreement may be increased upon the mutual agreement of Dr. Mullins and the District.

10. The District will make payment to Dr. Mullins within thirty (30) days of the receipt of Dr. Mullins's itemized invoice.

11. Dr. Mullins agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless 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 his negligent or intentional acts or omissions.

12. Dr. Mullins agrees that prior to entering into this Agreement he has obtained the required malpractice insurance policies, maintained at all times while this Agreement is in effect. Dr. Mullins agrees that he will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are cancelled during this school year, Dr. Mullins must immediately notify the District.

13. Further, Dr. Mullins affirms that he is an independent contractor and shall in no event be entitled to any workers compensation coverage from the District.

14. Dr. Mullins will operate in accordance with applicable federal and state laws and regulations and District policies, rules, regulations and applicable guidance.

15. The District and Dr. Mullins agree that student safety is a top priority. In an effort to protect student safety, Dr. Mullins certifies that he has not been convicted of a felony, violent crime or been convicted of any other crime involving moral turpitude. Dr. Mullins must have in his possession, at all times, a current photo ID.

16. Dr. Mullins or the District may choose to discontinue services during the term of this Agreement for any reason with thirty (30) calendar days' written notice. Any such termination of this Agreement by the District may be effectuated by the Superintendent of the

District or the Superintendent's designee.

17. No failure or delay in the exercise of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; and no single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

18. THIS CONTRACT IS NOT ASSIGNABLE, AND THE OBLIGATIONS OF THIS CONTRACT MAY NOT BE SUBCONTRACTED OR OTHERWISE DELEGATED TO OTHERS.

IN WITNESS WHEREOF, the District and Dr. Mullins have executed this Agreement on the day and year first above written.

REPRESENTATIVE FOR CHOCTAW NICOMA PARK SCHOOLS



Larry L. Mullins, Ph.D.
"Dr. Mullins"

Board of Education, _____ Public Schools
Independent School District No. _____
OKLAHOMA County, Oklahoma