

Premier's K-12 Food Product & Distribution Program:

2026-2027 PREMIER K-12 FEE PER CASE	
AVG ORDER SIZE	STANDARD FPC BY TIERS
Less than \$2,499.99	\$3.22
2,500 - 2,999.99	\$3.04
3,000 - 3,999.99	\$2.96
4,000 - 5,499.99	\$2.89
5,500 - 6,999.99	\$2.85
7,000 - 10,999.99	\$2.72
11,000 - 15,999.99	\$2.68
16,000 +	\$2.58
(E&S) EQUIPMENT & SUPPLY	9.75%

The Fixed Fee-Per-Case schedule will be reviewed annually and adjusted for key inflationary factors that affect the Average Case Cost for K-12 Participating Members. Culinary Equipment & Supplies (CES) is a subsidiary of US Foods, which offers direct order and online purchasing of supplies and equipment.

February 26,2024

RFP #1-25

April 24, 2024 1:00pm

Prime Vendor RFP for School Year 2024-2025

Public Notice

Choctaw – Nicoma Park Public Schools issues this Request for Proposals (RFP) to procure a contract solution for a **PRIME VENDOR (for Food and Related Supplies)**. Details of the RFP are available beginning February 26, 2024, continuing until April 24, 2024. Details may be obtained from the Choctaw – Nicoma Park Public Schools website (www.cnpschools.org), by e-mail at gbelflower@cnpschools.org, or call (405)390-5513.

Proposals must be submitted in a sealed packet, **clearly marked as Prime Vendor RFP # 1-25 and dated with the Response closing date**. Proposals must include two separate sealed envelopes; one for the Technical Proposal and the other for the Pricing Proposal (e.g., Attachment B and C, other price/discount proposals, etc.). Each sealed envelope must be clearly marked indicating “Technical Proposal” or “Pricing Proposal”. Proposals must be received by the Purchasing Office located at Choctaw – Nicoma Park Public Schools (CNP) Administration Center, 12880 NE 10th Street, Choctaw, OK 73020 by April 24, 2024, at 1:00 p.m. Central Time. Any responses received after 1:00 pm (Central Time) on April 24, 2024, will not be considered.

Non-Kickback Affidavit must be submitted with each invoice exceeding \$25,000.

The vendor must comply with the Contract Work Hours and Safety Standards Act (CWHSSA), which is a United States federal law that covers hours and safety standards. The Act provides that employees receive no less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek.

This procurement utilizes the Request for Proposal method and, as such, award does not have to be made to the company submitting the lowest priced proposal. The award will be given to the company submitting the best responsive proposal satisfying the requirements of Choctaw – Nicoma Park Public Schools.

Questions may be directed to Gail Belflower, Director of Child Nutrition, by phone at 405-390-5513 or by email at gbelflower@cnpschools.org.

The Board of Education of Independent School District 4, Oklahoma County, Choctaw, Oklahoma, is under no obligation to accept any offer and reserves the right to reject any or all offers. This RFP is submitted as a legal offer and when awarded by the Board of Education constitutes a firm contract. The Board of Education reserves the right to terminate the contract at any time if the offeror fails, neglects or refuses to comply with the terms of the contract. Responding offerors will be notified of the awardee upon final approval by the Edmond Board of Education.

TERMS AND CONDITIONS

Page 2 of 5

1. Sealed proposals are due at the Warehouse at Choctaw – Nicoma Park Schools, 12880 NE 10th Street, Choctaw, Oklahoma. Proposals received after the closing time stated in the RFP will not be considered.
2. Proposals must be sealed and clearly marked with the name of the offeror, RFP number, and closing date of RFP.
3. Proposals must contain two separate, clearly marked, sealed envelopes; one containing the TECHNICAL proposal and the other containing the PRICING proposal. Offers must be submitted on the prepared, enclosed forms. All information must be legible.
4. The award will be made, on the basis of price and other factors, to the responsive and responsible firm whose response is most advantageous to CNP, after price and other factors have been considered.
5. Proposals received must include completed affidavit on front of this form. Alternate forms may be considered but must reference this RFP; all terms and conditions will still apply. Penciled offers will not be accepted. All corrections must be initialed.
6. Items shall be proposed F.O.B. to CNP and include packaging, handling, shipping, and delivery charges fully prepaid by the vendor.
7. All proposals must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. If documentation of tax exemption is required, please make such notation on your proposal and such documentation will be furnished to the vendor with the purchase order.
8. The vendor shall deliver merchandise as proposed. No deviations shall be made without prior approval of the Purchasing Office.
9. No interpretation will be addressed by the Purchasing Office unless it is received at least seven (7) days prior to the scheduled closing time. Any and all such interpretations and supplemental instructions will be in the form of written addenda and will be sent to all prospective offerors if the competitive nature of the RFP is affected. An extension of the closing date may be made by CNP if the situation warrants.
10. Proposals should reference the brand name/item number listed or its equivalency. If proposals are based on equivalent ("alternate") products, indicate on the response form the manufacturer's name and item number. Vendor must submit spec sheets for any proposed "alternates" or where the brand is not specified. Proof of equivalency is the responsibility of the proposer, but final determination of acceptable equivalency belongs to CNP. Proposals that do not comply with these requirements are subject to rejection.
11. All proposals submitted are subject to the purchasing policies and procedures established by the CNP Board of Education, these Terms and Conditions, and specifications listed herein – all of which are made a part of this RFP by reference. This RFP, any subsequent purchase order or contract, and all related payments will be governed by the laws of the State of Oklahoma.
12. This proposal is submitted as a legal offer, and any proposal awarded by CNP Board of Education constitutes a firm contract.
13. This form must be completed with the corporate name of the responder and must be fully and properly executed by an authorized person and notarized with full knowledge and acceptance of all its provisions. Any contract award and subsequent payment will be made on the basis of responder's name as shown on the response. Oklahoma laws require each vendor submitting a response to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion; therefore, this response is invalid if statement of non-collusion is not signed.
14. By submitting a response, vendor acknowledges and will honor the Terms and Conditions. Any attachments produced by the responder and submitted with this proposal will become part of this proposal. These Terms and Conditions will apply to all attachments and supersede any Terms and Conditions in any attachments.
15. **PROPOSALS MAY BE REJECTED UNLESS THE ABOVE PROCEDURES ARE FOLLOWED. CNP RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS IF IT IS IN THE BEST INTEREST OF THE DISTRICT TO DO SO.**
16. If this contract will involve any labor on the campus of CNP, the vendor must provide insurance coverage as prescribed by the laws of the State of Oklahoma. The vendor will hold the District harmless and will assume all responsibility for personal injury and property damage occurring with the project. The awarded vendor is to ensure a copy of an Insurance Certificate showing coverage by Worker's Compensation and/or other Liability Insurance is on file with the District, or that s(he) is exempt from carrying such insurance, BEFORE work begins. Failure to carry the Insurance by an exempt vendor will not necessarily void his/her proposal.
17. If your company participates in a national purchasing cooperative, please contact CNP Purchasing Office for information regarding the District's participation.
18. Acceptance of the District's purchasing card as a payment may be considered and evaluated in the contract award.
19. There shall be no storage charges for any items stocked by the Vendor. Substitutions made for "out of stock" items are acceptable only with District approval and priced at or below the proposed price of the original items.
20. The Vendor shall keep the District informed of any rebates that could be redeemed by the District and provide tracking information on usage so that the District may take full advantage of all available rebates and free goods offers.
21. Deliveries:
 - a. Deliveries are to be made weekly to the appropriate number of sites listed in "Attachment A – Delivery Sites".
 - b. Deliveries will be made during normal operating hours of 6:30am – 1:30pm. Each participating district will specify its delivery window.
 - c. Acceptance of deliveries may be delayed if made between the serving hours of 11:00am – 1:00pm.
 - d. All product and invoices will be inspected and signed by a Child Nutrition employee at the time of delivery denoting correctness of delivery, unless otherwise noted.
22. Returns and Credits:
 - a. Child Nutrition reserves the right to refuse and return any product, at the time of delivery or at the next delivery date, that is determined to be unacceptable. Returned items and cause of refusal will be denoted on the signed invoice.
 - b. Unacceptable product includes, but is not limited to: not meeting specification, out of date, damaged, or pilfered.
 - c. Vendor will replace refused product within a time frame not disruptive of planned usage. Time frame will be mutually determined on case by case basis by Child Nutrition and the vendor.
23. All invoices received by the last working day of any given month, as determined by CNP Child Nutrition, will be paid by the 25th day of the following month.
24. Either party may terminate this contract by notifying the other party in writing within thirty (30) days prior to the intended date of termination. Failure to comply in full with the terms of this contract will be considered cause for immediate cancellation.
25. Code of Conduct: No employee, officer, or agent of the District shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved.
26. Energy Policy and Conservation Act: Vendor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
27. Clean Air/Water Act: Vendor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act and the Federal Water Pollution Control Act as amended. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor must immediately notify the District of the receipt of any communication indicating that any of the Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
28. Contract Work Hours/Safety Standards Act: Vendor must comply with all applicable standards, orders, and requirements issued under 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
29. Protest Procedures: Any actual or prospective bidder who considers himself to have been aggrieved in connection with any solicitation, evaluation, or award of a contract by the District may formally protest by submitting in writing to the Business Office of the District specific identification of the statutory or regulatory provision alleged to be violated and a description of the specific action alleged to be in violation. If the protest is not resolved by mutual agreement, the District shall issue a written determination to the protesting party that includes the resolution of the protest. (EPS Policy #6350)

Choctaw – Nicoma Park Schools, in compliance with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of The Education Amendments of 1972, Sections 503 and 504 of The Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Family and Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices or procedures; this includes but is not limited to admissions, employment, financial aid, and educational services.

Scope of Work

The goal of this Request for Proposal (RFP) is to establish a contract with a Distributor for the purchase and delivery of food and non-food items by Choctaw – Nicoma Park Schools.

The contract shall include a complete and comprehensive program for orders, deliveries, fill-rate, pricing, invoicing, promotions and rebates, electronic data transmission, and evaluation programs.

Pricing proposals will be evaluated based on the lump sum of the Market Basket (see Attachment B).

Choctaw – Nicoma Park Schools' expectations are that the Distributor shall maintain a high quality program for warehousing and distribution, to assure that first-in first-out principles are used, product shelf life is monitored, products are free of damage, correct products and quantities are selected and delivered at the correct price, product discrepancies and complaints are resolved and corrective action is initiated, customer satisfaction is monitored, supplier, USDA and FDA initiated food recalls are promptly reported, and salvaged products are not used. It is critical to Choctaw – Nicoma Park Schools that an alliance is established with a Distributor who has a record of conforming to contractual requirements and schedules, a record of reasonable and cooperative behavior, commitment to customer satisfaction and an overall business-like concern for the interests and success of the customer. Proposals may include references from current Oklahoma school customers to help evaluate overall qualifications and customer satisfaction.

While the purpose of this RFP is to establish an agreement with a Distributor to provide Choctaw – Nicoma Park Schools with a primary source of supply for regularly ordered food, the resulting agreement is not to be interpreted as an "exclusive" agreement with respect to all requirements for such products. Choctaw – Nicoma Park Schools is not obligated to purchase off of this contract and can choose to purchase from other contracts if they wish. It is anticipated that certain products or categories of products will be accepted or excluded from the Agreement. A listing of specific exceptions would include, but not be limited to the following: ice cream and novelties, fresh milk and dairy products, produce, vending items and non-food items.

Choctaw – Nicoma Park Schools cannot and will not guarantee any purchase volume under any contract resulting from this RFP.

Choctaw – Nicoma Park Schools expects the Distributor to work in concert with all the participating staff to provide a high-quality dining program at competitive prices. With this goal in mind, the Distributor is expected to apprise Choctaw – Nicoma Park Schools and participating districts of opportunities to reduce cost and maintain high standards of food quality.

As the contract commences, pricing may be requested for new items. The Distributor may negotiate pricing with manufacturers on behalf of Choctaw – Nicoma Park Schools and the participating districts.

Proposal Schedule: (all times are Central Time)

RFP Issued		February 26, 2024
Deadline to Submit Proposal	1:00 pm	April 24, 2024
Award Announced		May 10, 2024
Contract Begins		July 1, 2024

The initial term shall be from July 1, 2024, to June 30, 2025. This agreement will become effective upon signing by both parties. This agreement may be extended annually for an additional four (4) years upon mutual ratification by the parties.

QUESTIONS REGARDING THE SOLICITATION

- **All questions of material relevance must be submitted by email to Gail Belflower, Director of Child Nutrition by 3:00 p.m. CDT on March 14, 2021. Email address: gbelflower@cnpsschools.org**
- Responses to questions of material relevance will be issued to all vendors.

The participating districts are interested in any additional incentives the Vendor may have to offer to decrease the cost of the foods it purchases. Vendors should offer only those items that they can supply to Choctaw – Nicoma Park Schools on a consistent basis. Choctaw – Nicoma Park Schools Board of Education will evaluate and award proposals on an item-by-item basis or in a manner that is most advantageous to the District.

Submitted response is considered a legal offer and an award by the Choctaw – Nicoma Park Schools Board of Education constitutes a firm contract. Please reference “Terms and Conditions” attached. The fixed fees and availability of product must be guaranteed for the duration of the contract. **Amounts needed on each Market Basket item are estimates for evaluation purposes only and are not guaranteed.**

Your assistance and advice in clarification of our system and/or specifications is greatly appreciated. It is our hope you will continue to communicate trends in the market place so the goal of purchasing the right product at the right price for the greatest service to students is accomplished.

Pricing Information

A. Cost of Items

The fixed fee structure established with the initial proposal may not change during the life of the contract. The fee structure shall remain firm for the duration of the contract on all products purchased through this agreement.

The District is requesting pricing that includes the actual cost (actual cost to the Vendor) of product plus a fixed fee for service per each case. The Vendor shall specify (on the attached “Attachment C - Fixed Fee per Case Schedule”) the fixed fee for service per case for each category of food and supplies not specifically listed on the market basket response sheets. The fixed fee for service shall be a set flat-rate fee and not a percentage of the cost. The fixed fee for service shall include all associated costs, including, but not limited to, shipping, freight, storage, and fuel surcharges.

A market basket of items is attached with the proposal (see “Attachment B – Market Basket”). Pricing proposals will be evaluated based on the lump sum of the Market Basket. To evaluate pricing data, Vendors shall use “Distributor Costs” for the 2024-25 school year, beginning on July 1, 2024. For staple-type items, where School Year 2024-25 pricing is not available, vendors shall use “Distributor Costs” for the week of February 1, 2024.

All price quotes must be submitted on the forms that accompany this RFP.

Vendor must guarantee that quoted items meet or exceed attached specifications by offering the Brand Name or “Equal To” for all items listed. To evaluate the quality of items offered, Vendor must submit specification sheets for any “alternate” items offered or where no brand/manufacturer is specified by the District. Choctaw – Nicoma Park Schools has sole authority in determining whether or not an item is an acceptable alternate.

No items requested shall include any state or federal excise tax. The tax exemption certificate will be furnished upon request.

As the contract commences, pricing may be requested for new items. The Distributor may negotiate pricing with manufacturers on behalf of Choctaw – Nicoma Park Schools.

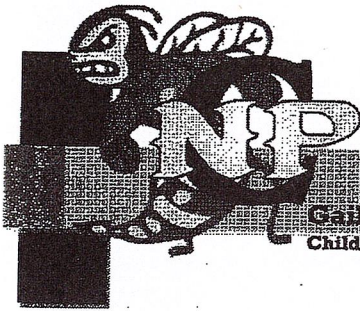
B. Audit Rights

The District requires open, unannounced audit rights throughout the length of agreement. The District will audit only those materials associated with the District’s pricing.

Evaluation and Award

The award will be made, on the basis of price and other factors, to the responsive and responsible firm or individual whose response is most advantageous to the district, after price and other factors have been considered. Proposal evaluations will consider the following:

- | | |
|--|-----------|
| • Cost/Delivered Price | 50 Points |
| • Ability to Provide Products and Meet Specifications | 15 Points |
| • Service and Delivery | 15 Points |
| • Discounts and Incentives (e.g., quick payment, p-card, volume) | 10 Points |
| • Value-Added Services (e.g., reporting, inventory management) | 10 Points |
| • Overall Qualifications, including past experience/history | 10 Points |



Gail Belflower
Child Nutrition Director

CHOCTAW/NICOMA PARK SCHOOLS

"Expect Excellence"

12880 NE Tenth Street
Choctaw, OK 73020

Phone: (405) 390-5513
Fax: (405) 769-2241
gbelflower@cnpsschools.org
www.cnpsschools.org

Cindy Carlton

Bid Account Manager

US Foods

10211 N. I-35 Service Road

Oklahoma City, OK 73131

RE: Annual Renewal of Contract Choctaw-Nicoma Park Public Schools RFP #01-25 Prime Vendor
-Nutrition Services

Dear Cindy Carlton,

The above-referenced contract between Choctaw-Nicoma Park Public Schools and US Foods is due to expire on June 30, 2025. This contract is eligible for four additional one-year renewal, per the signed agreement.

If you are interested in renewing this contract for an additional year, please complete the appropriate section below and return your response.

Thank you for your consideration in this matter. If you have any questions, please don't hesitate to contact me.

Sincerely,

Gail Belflower

Child Nutrition Director

gbelflower@cnpsschools.org

(405)390-5513

Yes, I will renew at the same pricing

No, I will require an increase. **Please see attached Cost Proposal

Extension Agreement

The term of the extension agreement shall be for the period July 1, 2025, through June 30, 2026.

In consideration for goods and services performed under our agreement for CN Prime Vendor services, **Choctaw-Nicoma Park Public Schools** as a member of Campus Smart (RFP 25-15) agrees to pay the following amount:

Actual cost (actual cost to the Vendor) of product plus a fixed fee for service per each case as per the attached Fixed Fee per Case Schedule.

The terms of the original agreement will remain in full force and effect except as modified above.

The fixed fee-per-case of \$3.13 will be held firm for the term of each school year (July 1 through June 30). As a part of the renewal process, the fixed fee-per-case schedule will be reviewed annually and adjusted for key inflationary factors that affect the average case cost for K-12 participating members.

Average Drop Size	Fixed Fee per Case 2025-2026 School Year
Less than \$2,499.99	\$3.13
2,500 - 2,999.99	\$2.95
3,000 - 3,999.99	\$2.87
4,000 - 5,499.99	\$2.80
5,500 - 6,999.99	\$2.76
7,000 - 10,999.99	\$2.63
11,000 - 15,999.99	\$2.59
16,000 and up	\$2.49

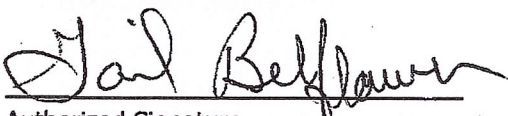
The Fixed Fee-Per-Case schedule will be reviewed annually and adjusted for key inflationary factors that affect the Average Case Cost for K-12 Participating Members. Culinary Equipment & Supplies (CES) is a subsidiary of US Foods, which offers direct order and online purchasing of supplies and equipment.

Party of the First Part

Choctaw-Nicoma Park Public Schools
12880 NE 10th Street
Choctaw, OK 73020

Party of the Second Part

US Foods, Inc.
10211 N. I-35 Service Rd.
Oklahoma City, OK 73131


Authorized Signature
5-2-2025

Authorized Signature

AGREEMENT

This Agreement is entered into on the 1st day of July 2026 by and between Choctaw/Nicoma Park Public Schools, hereinafter referred to as 'District,' and BRIDGES, a Division of Oklahoma Family Counseling Centers, an Oklahoma corporation, hereinafter referred to as "Provider."

RECITALS:

WHEREAS, the District and Provider desire to enter into a service agreement mutually advantageous to both parties.

WHEREAS, the District agrees to allow Provider access to referred clients to deliver Partial Hospitalization services for the 2026-2027 school year.

WHEREAS, Provider desires to provide mental health counseling services under the terms and conditions of this Agreement and the compensation arrangements herein provided.

NOW, THEREFORE, the parties agree as follows:

PROVIDER SHALL:

1. Deliver services to District clients (K-12th grade and at least six years old) currently being served on an IEP or 504 who meet the medical necessity criteria outlined by the Oklahoma Health Care Authority (OHCA) for partial hospitalization services. Parental consent will be obtained during the intake process. Services will be provided at 11600 Jeffords Ave.
2. Provider will adhere to the current guidelines of OHCA for service provision. Therapy services (family therapy, individual therapy, and group therapy) will be provided by individuals fully licensed or under supervision as an LPC, LADC, LMFT, or LCSW in the State of Oklahoma. Group rehab services will be provided by a certified Behavioral Health Case Manager II. Medication management services are provided by a licensed Psychiatrist twice per month. Registered Nurses are on-site during program hours. Provider also employs Mental Health Techs to assist in the program.
3. Provider will maintain accreditation with the Commission on Accreditation of Rehabilitation Facilities (CARF) and an active contract with OHCA.

4. Provide an **exclusive program** to the District of Choctaw/Nicoma Park; whereby Bridges of Choctaw will service clients from the Choctaw/Nicoma Park District; possible clients from outside the district are ineligible for enrollment unless specifically requested by the Superintendent and agreed upon by Bridges.

5. Provide designated space 11600 Jeffords Ave, for educational services provided by the district.

6. Maintain all records, logs, and documentation, prepared by the Provider's employee(s) concerning clients in compliance with the Family Educational Rights and Privacy Act and any other applicable state and federal laws regarding the confidentiality of this information.

7. Provide the District with written documentation upon clients' transition back into the setting with the following information:

- a. Behavior and/or therapy goals/objectives emphasized while in treatment.
- b. Recommendations from therapists for further progress in the above areas and assistance in transitioning back into their school setting.

8. Agree to allow a client of the District to return to the Provider for services if requested by the client and district, and if medical necessity criterion is met per OHCA guidelines.

9. All wages, taxes, benefits, and other employment-related expenses and duties associated with the Provider's employee(s) are the sole responsibility of Provider.

10. Services under this Agreement will extend from July 1, 2026, to June 30, 2027.

11. The Provider's employees will operate in accordance with applicable federal and state laws and regulations and District policies, rules, regulations, and applicable guidance, with the understanding that OHCA, ODMHSAS, and CARF regulations will take precedence in the event of a conflict.

12. Provide two (2) scholarship slots after a census of sixteen (16) is reached and three (3) scholarship slots after a census of twenty-four (24) is maintained for thirty (30) business days, not to exceed three (3) scholarships during one (1) calendar year.

13. Transport clients from the District to the service location during Fall Break, Thanksgiving Break, Christmas Break, Spring Break, Summer Break, and any other days per the school calendar when clients are out of school but the program is in session.

14. Present program information about Bridges to the District's Leadership Team, if requested by the District.

15. Provide Services to District Employees: Employee counseling services not to exceed 6 hours per employee. To be billed at a reduced rate of \$150.00 per hour to the district monthly.

DISTRICT SHALL:

1. Provide transportation to Provider location on days when school is in session.
2. Provide certified teachers whose teaching certification requirements include the requirements set forth by the Oklahoma Department of Education.
3. Provide adequate teachers for clients to receive educational instruction as required by the Oklahoma Department of Education and the District. If the program were to become larger than 24 the District may need to provide a paraprofessional to assist. This addition would require agreement by both parties.
4. Ensure employees operate in accordance with applicable federal and state laws and regulations and Provider policies, rules, regulations, and applicable guidance. Provider personnel will directly supervise the day-to-day operations of these services; however, evaluations will be conducted by a District administrator and concerns from the provider will be reported immediately to the District administrator.
5. Evaluate teaching staff as required by the Oklahoma State Department of Education with consideration of any concerns that have been reported by Provider.
6. Provide Educational Plans including plans for transition into regular school settings.
7. District shall prepare meals for clients in the Partial Hospitalization Program on days that school kitchens are operational.
8. Provide facility needs and services for the provided workspace located at 11600 Jeffords Ave.; services can include but are not limited to utilities; facility maintenance and upkeep; landscaping; security; pest control; janitorial services etc.

PAYMENT FOR SERVICES:

1. District must maintain client aggregate daily totals defined in the below subsections. There will be a ten-business-day grace period before client totals are considered below the minimum. If District cannot produce clients within those ten business days, Provider can bill at a daily rate of one hundred and fifty (\$150.00) per day for vacant client positions (beginning on business day 11 of the vacancy).

The minimum client total must be twenty-four (24) clients or greater, Bridges will maintain staffing model for this number of clients.

Due to space constraints, the program will be capped at a maximum of 32 students, unless agreed upon by both Provider and District. If Provider's inability to provide appropriate staffing prevents new clients from joining the program, District will not be billed for the resulting vacant client positions.

The time that a client spends in transition from the PHP program back to school will not be considered a client vacancy. Once a client is fully discharged from the program, the ten-business-day grace period will begin to fill the client's seat.

2. District may opt to provide payment for (Choctaw Public Schools) clients enrolled at Bridges Academy at a rate of one hundred and fifty dollars (\$150.00) per day in the event clients cannot make payment through a third party. Any client the District pays for will be counted towards the aggregate client total referenced in section 1 of the Payment for Services section of the contract.

3. Crisis Assessment services for students or staff members presenting an imminent threat for suicidal/homicidal ideations are to be billed at a rate of \$100.00 per assessment, billed monthly. This rate shall not apply to students actively enrolled in the Bridges of Choctaw program.

DISTRICT AND PROVIDER MUTUALLY AGREE:

1. Either Provider or the District may choose to discontinue services for any reason during the term of this Agreement by providing a ninety (90) day written notice. Any such termination of this Agreement by the District may be effectuated by the Superintendent or Superintendent's designee or Provider's CEO.

2. 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.

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

CHOCTAW/NICOMA PARK PUBLIC SCHOOLS,
CHOCTAW, OKLAHOMA

By: _____
Choctaw/Nicoma Park Date
Public Schools Representative

BRIDGES, Choctaw, Oklahoma

By: _____
Bridges Representative Date

OKLAHOMA PUBLIC SCHOOL RESOURCE CENTER // MEMBER SERVICES // MEMBER SERVICES HOME

Member Services

OPSRC membership costs \$2,500/year (or \$1,500/year for districts with 300 students or less), and members have access to the following benefits:

Consulting Services:

The OPSRC's directors are some of the most talented folks in the state within their respective fields of finance, technology, teaching & learning, communications and legal counsel. As a member, you get full access—phone, email, or in person—to all individuals.

Professional Development:

With OPSRC membership, you get access to all our professional development, both in person and online. Visit [Events](#) for details on all scheduled events. However, if you have need for a specific training that isn't listed, we will work hard to accommodate your requests. Visit [Teaching & Learning](#) to request specific PD for your school. NOTE: We allow schools—with SDE approval—to use Title II funds should they want access to our PD.

Member Benefits:

We have additional benefits that are for members. For instance, we have partnered with a variety of vendors that provide products and/or services to schools across the state and member-only discounts. Visit our [membership benefits](#) section to learn more..

Find Us in OKC:

Oklahoma Public School Resource Center
309 NW 13th Street, Suite 103
Oklahoma City, OK 73103
Phone: [\(405\) 212-4802](tel:(405)212-4802)
Fax: [\(405\) 926-8323](tel:(405)926-8323)

Find Us in Tulsa:

Oklahoma Public School Resource Center
907 S. Detroit Avenue, Suite 630
Tulsa, OK 74120
Phone: [\(918\) 236-8770](tel:(918)236-8770)

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Powered By Apptegy



AGREEMENT

between

_____ School District and HORIZON: Digitally Enhanced Campus

This Agreement is entered into this ____ day of _____, 20__ between _____ School District ("District"), and Horizon: Digitally Enhanced Campus ("Horizon" by and through the Statewide Charter School Board).

I. INTRODUCTION

The Horizon Consortium is a network of school districts who provide access to digital content and professional development through license agreements sponsored by Horizon.

Title 70, Section 1210.704 of the Oklahoma Statutes mandates the provision of a statewide online learning platform to provide high quality online learning opportunities for Oklahoma students that are aligned with the subject matter standards adopted by the State Board of Education. Additionally, Title 70, Section 3-132.2(E)(1) of the Oklahoma Statutes mandates state negotiation with online vendors to provide a state rate price to school districts for supplemental online courses. Further, Oklahoma Administrative Code 777:15-1-4 requires that the price offered does not exceed the lowest price at which the course is offered by use or sale to any state, public school, or school district in the United States.

II. ROLES AND RESPONSIBILITIES

District agrees to perform the following duties and responsibilities:

- a) Student access to curriculum content under the Concurrent License model will be shared by all consortium member schools through a licensing agreement with contracted vendors. Curriculum content under the Student License model is student-specific and linked uniquely to the respective district. District may make a la carte purchases directly from the vendor or through Horizon reimbursement if purchasing through this Agreement.
- b) Compliance with all state and federal mandates will be the responsibility of District.
- c) District must provide, at its expense, server set up equipment (*if required*) and computers to be used by students when accessing content on-site.
- d) District will determine the individual students, their ages, and curriculum needs in providing access to virtual online content.
- e) District will participate in Professional Development and training required to ensure fidelity of program delivery. The training is provided to District by Horizon and online vendors at discounted rates and at no cost where available.

District will ensure participation by appropriate personnel. Horizon assumes no responsibility for the use of software access as applied by District.

- f) District is responsible for transcription of the online course credits for its students. Horizon is not responsible for awarding credits.
- g) Horizon recommends that assessments be conducted in a proctored setting.
- h) District will provide a primary and billing point-of-contact for communications with Horizon.
- i) District will identify quantities of each product they intend to use during the upcoming school year and will complete the Horizon Order form by June 30. Execution of the Agreement indicates a commitment by the District to purchasing products requested on the order form. Payment for these products shall be made by October 1; provided, there is no cost associated with Horizon's AP and select honors courses. Additional products can be purchased throughout the contract period upon written request of District and their acceptance of the written quote. Payment for additional products shall be made within 45 days of invoice. Failure to pay invoices on time will result in loss of discounts. Districts who are not in good standing at the end of each semester of the academic year may not renew their Horizon Consortium membership the following year.

Horizon agrees to perform the following duties and responsibilities:

- a) Horizon will negotiate contracts with vendors and purchase product for District. Horizon will invoice District the negotiated consortium state rate according to the order form submitted by District.
- b) Subject to available funding and at its discretion, Horizon may provide District with additional discounts on products purchased through the Consortium on a first-come, first serve basis. To be eligible for any additional discounts, District must submit an order form to Horizon no later than June 30, unless Horizon approves in writing the submission of an order form after June 30.
- c) Horizon will collaborate with District to coordinate professional development opportunities. Subject to available funds, Horizon may pay professional development fees at its discretion.

III. TERM

The term of the Agreement begins July 1, 20__ and terminates on June 30, 20__. To continue the relationship of the parties, a new Agreement must be executed. All payments by and through Horizon are subject to agency budget approval.

IV. STUDENT DATA ACCESSIBILITY, TRANSPARENCY, AND ACCOUNTABILITY

Horizon maintains the right to access district and student usage and success reporting data including the following: course access, student usage, course completion rates, student course disabled data, and progress by time. This data will only be used for comparative analysis and to validate modifications made throughout the school year. Individual student names and other personally identifiable information will not be used in any reporting.

V. NO AUTHORITY TO OBLIGATE

At no time during the performance of this Agreement shall District have authority to obligate Horizon for payment of goods and services. District shall not make any promise of expenditure of funds by Horizon over the amount of funds Horizon has agreed to expend for this Agreement.

VI. ASSIGNMENT

The rights and obligations of Horizon and District may not be assigned or transferred to any other person, firm, or corporation without prior written consent of all parties.

VII. DISPUTE RESOLUTION

Any claims, disputes, or litigation arising from the Agreement shall be governed by the laws of the State of Oklahoma. Venue for any action shall be in the District Court for Oklahoma County, Oklahoma.

VIII. AMENDMENTS

Any change to this Agreement must be approved in writing by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the day and year first set forth above.

DISTRICT

Horizon: Digitally Enhanced Campus

Rebecca Wilkinson

Signature

DATE

Signature

Print Name

Title

MANAGEMENT EMPLOYMENT SERVICE AGREEMENT

This Management Employment Service Agreement is made this ____ day of _____, 2026, by and between Choctaw Nicoma Park (hereafter, "School") and Oklahoma State School Boards Association Employment Services Program (hereafter, "OSSBA").

The Board of Education of the School has voted to join the OSSBA Employment Services Program for the 2026-2027 school year and agrees to pay OSSBA an administrative fee in the amount equal to \$6.50 per employee.

Payment: During the term of this Service Agreement, *at the beginning of each calendar quarter, OSSBA will issue an invoice* to the School for an amount equal to a quarter of the total annual administrative fee. Upon receipt, the School shall pay the full amount invoiced. OSSBA records indicate 716 school employees, for a total annual administrative fee of \$4,654.00.

Administrative Fee Invoicing: OSSBA will invoice your district quarterly (four times per year) for the administrative fee. Each invoice will be for one quarter of your annual fee (\$6.50 per employee ÷ 4 quarters). The School is responsible for paying these invoices to OSSBA, separate from any payments owed to the Oklahoma Employment Security Commission (OESC). If you have questions about these invoices, please contact the OSSBA Chief Financial Officer.

Services Provided: The administrative fee will be paid in exchange for employment related services provided by OSSBA, including but not limited to:

- 1) Providing complete legal representation by an Oklahoma licensed attorney in all aspects of the unemployment claims process before the Oklahoma Employment Security Commission (hereafter 'OESC'). This representation is limited to claims and administrative hearings directly with the OESC and DOES NOT include representation in judicial reviews or court proceedings. See 'Scope of Legal Representation' section below;
- 2) Auditing the payment of all unemployment claims to ensure the minimum is paid and any overpayments are recovered;
- 3) Providing quarterly reports of unemployment claims and amounts paid by the OESC to Claimants on the School's behalf;
- 4) Providing up-to-date Legislative and Administrative Law Updates to keep the School informed of changes that affect unemployment claims and costs; and
- 5) Providing opportunities for employment training and information.

Scope of Legal Representation: The legal representation provided by OSSBA under this Agreement is limited to claims adjudication and administrative hearings conducted by the Oklahoma Employment Security Commission (OESC). This includes representation in protests of claims, appeals before OESC hearing officers, and related administrative proceedings.

The current membership fee DOES NOT include representation in any judicial review proceedings, appeals to the Oklahoma Court of Appeals, or any other court proceedings. The School is responsible for determining whether additional legal representation is needed for such matters.

The School may discuss with OSSBA the availability and cost of representation beyond the scope of this Agreement on a case-by-case basis, but any such representation would require a separate agreement and additional fee. All requests for representation outside the scope of this Agreement must be submitted in writing to the OSSBA Employment Services Program Director for consideration and approval.

Information Access: The School will grant to OSSBA Third Party Administrator (TPA) access rights to the School's EZ Tax Express Account administered by the Oklahoma Employment Security Commission (OESC) in order for OSSBA to appropriately administer School's unemployment claims and assist with financial accounting and quarterly contribution reporting. Further, the School agrees to provide OSSBA with access to other information systems administered by the OESC if access is deemed necessary to process unemployment claims on School's behalf.

Contact Information: The School shall designate contact personnel for OSSBA Employment Services Program administration. The persons named below will be responsible for providing information to OSSBA regarding unemployment claims and will receive copies of OSSBA correspondence.

PRIMARY CONTACT PERSON:

Name: _____

Title: _____

SECONDARY CONTACT PERSON:

(To be CC'd on communications if primary contact is unavailable)

Name: _____

Title: _____

Upon termination of this Agreement for any reason, the School shall continue to be responsible for all outstanding unemployment claims liability.

Signed:

Two handwritten signatures in black ink. The first signature is 'Shawn Hime' and the second is a stylized signature of the School Board President or Designee.

Shawn Hime
OSSBA Executive Director

School Board President or Designee
Choctaw Nicoma Park

04/15/2026

Date

Date