

County Request No. 741

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 10/13/2025 Department: JJC

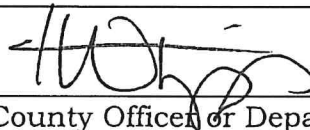
State the nature of the legal request: _____

Please review and approve the Contract for Educational Services between the BOCC, on behalf of OCJB, and the Independent School District No. 89 of Oklahoma County who shall provide educational services to students identified by OCJB. This contract is at no cost to Oklahoma County. This contract shall be effective July 1, 2025, through June 30, 2028. Requested by Hannah Whipp, Juvenile Bureau Director.

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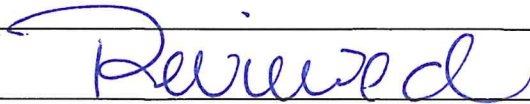
OCT 21 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**



County Officer or Department Director

Reply of District Attorney's Office: _____



Date of Reply: 10/21/25


Assistant District Attorney

CONTRACT FOR EDUCATIONAL SERVICES
RESIDENTIAL TREATMENT PROGRAMS

This Contract for Educational Services ("Contract") is entered into by and between Independent School District No. 89 of Oklahoma County, Oklahoma ("District") and the Contractor named below. The following terms and conditions shall apply to this Contract:

1. **Contractor Name and address**
Board of Oklahoma County Commissioners
On behalf of:
Oklahoma County Juvenile Bureau
5905 N. Classen Court
Oklahoma City, OK 73118

2. **Term:** July 1, 2025 to June 30, 2028

3. **Students to Whom Services Are Provided:**

District shall provide educational services for the School Year set forth above to eligible and qualified students at Contractor's facility which is more fully described in Attachment A. Eligible and qualified students shall be those students who are identified by Contractor as meeting the established purpose of the program as set forth in Attachment A. It is understood by the parties that some students admitted to the program may be qualified as special education students as defined by the Individuals with Disabilities Education Act ("IDEA"), and the District will be the local education agency ("LEA") accordingly. It is further understood by the parties that all students who are residents of the State of Oklahoma who are placed in the program shall become residents of the District for such time as the student resides at the residential facility.

4. **District's Obligations**

- a. Academic Calendars: District will provide academic calendars to Contractor as made available and as amended.
- b. Educational Plans: Within five (5) school days of enrollment, the District will develop an appropriate educational plan for each student with input from Contractor's staff and/or representatives, when appropriate, to describe the appropriate curriculum, instructional time, and educational setting based on the individual student's needs. The plan will be implemented within ten (10) days of enrollment and shall include transition plans as required.
- c. IDEA Compliance: Pursuant to the Individuals with Disabilities Education Act ("IDEA"), the District will develop or revise and implement an Individualized Education Program ("IEP") for any eligible student written as required by federal and state law and regulations. District shall notify Contractor's designated representative of IEP meetings which are scheduled for students so that Contractor's designated representative or related services providers may attend the IEP meeting.
- d. Educational Services: District shall provide educational services for a minimum of three (3) hours per regularly-scheduled school day according to District's academic calendar. Exceptions to the minimum hours of instruction shall be for verifiable cause only and shall be approved by the District's authorized representative.

- e. Online education programs: District may provide educational services through online or virtual programs rather than through direct in-person instruction by District's teachers in extenuating circumstances which impact health or safety.
- f. Funding: In consideration of the educational services to be provided by District and pursuant to Sections 1-113 and 18-110 of Title 70 of the Oklahoma Statutes, District shall be entitled to receive any and all state and/or federal aid, including any out-of-home placement pupil weight, for students enrolled in the program who are residents of the State of Oklahoma. In addition, the District shall be compensated within forty-five (45) days by Contractor at the rate of one hundred fifty dollars (\$150) per day for each student who is enrolled and receiving educational services who is not a resident of the State of Oklahoma.
- g. Staffing: District will determine appropriate staffing and will provide teachers accordingly. District shall be responsible for the costs of all salaries, benefits, and expenses associated with its assigned teachers. The District may make, in its sole discretion, necessary adjustments in teacher assignments depending on student enrollment, available classroom space, needs of enrolled students, and other factors as deemed appropriate by the District. When necessary, the District will attempt to provide substitute teachers during the absence of regularly-assigned teachers and will assign substitute teachers in the same manner as substitute teachers are assigned in District's schools. District's teachers shall be evaluated by District with input from the Project's representative, particularly as to the teachers' compliance with the program's regulations and requirements.
- h. Certification: Teachers will be appropriately certified by the Oklahoma State Department of Education. A certified teacher may teach subjects in which the teacher does not hold certification when allowed by rule or statute.
- i. Educational Materials: District shall purchase and provide electronic devices, textbooks, workbooks, teacher guides, and other educational materials of the nature and type utilized in District's schools. District shall have no obligation to furnish or provide any special materials not otherwise used in or required by District's schools. All textbooks, materials, equipment, and/or furniture purchased by District for use in the program shall be identified as District property and shall remain District property at all times, including after termination of this Contract.
- j. Curriculum and Attendance: District shall be solely responsible for determining and implementing the appropriate curriculum to be taught and shall be responsible for recording student enrollment, days on roll, student absences, and student withdrawals in accordance with District's policies.
- k. Student Discipline: Provided that the students are in a program with a behavioral focus, student discipline beyond minor classroom management is implemented by Contractor's employees according to the student's medical and behavioral needs. District shall not be responsible for any student restraint or seclusion or related reporting.
- l. Student Records and Confidentiality: District's teachers and other personnel shall maintain the confidentiality of students' records and other personally identifiable information as required by federal and state law. District personnel shall maintain such data and records on students as are required by law, regulation, or policy. Student records will only be shared with Contractor employees as allowed by law.

- m. Reporting: District shall be responsible for making all reports, if any, required to be made to the Oklahoma State Department of Education or any other applicable authority.
- n. Weekly Communications: The District shall provide a weekly, or as-needed, written communication to the designated Contractor employee regarding important student educational matters which could impact the program's treatment plan.
- o. Additional Services: If the District agrees to provide additional services, those specific services which are approved will be set forth in Attachment B.

5. Contractor's Obligations

- a. Related Services: Contractor shall provide the related services (as defined by IDEA) which are specified in a student's IEP, including but not limited to, assistive technology and speech-language therapy. Contractor shall be solely responsible for all expenses associated with providing any related services identified in a student's IEP and may elect to provide the necessary related services by existing staff implementing required related services and coordinating required related services with District employees trained and licensed to provide such services. Contractor shall maintain documentation of any and all related services provided to students as required by the student's IEP or IDEA and provide copies to the District for students' records. Contractor shall identify a representative who shall receive notice of IEP meetings to be held at the facility and who may attend or may determine other appropriate personnel of Contractor who may attend a student's IEP meeting.
- b. Evaluations: Contractor shall be responsible for providing and/or paying for any necessary evaluations of students to determine the appropriate educational and/or related services necessary for students to receive a free appropriate public education as defined by IDEA. Contractor shall maintain documentation of any and all evaluations provided to students as required by the student's IEP or IDEA and provide copies to the District for student's records.
- c. Licensure/Accreditation: Throughout the term of this Contract, Contractor shall have licensure, certification or accreditation pursuant to the requirements of the Office of Juvenile Affairs and Oklahoma Administrative Code 377:3-13-35 through 377:3-13-49 "Requirements for Secure Juvenile Detention Centers, and will ensure that the District is provided a current copy of the certification to operate a juvenile detention center and/or verification of current accreditation status. In addition, Contractor agrees to inform extended educational services (EES) administrators of any changes in status within three (3) business days.
- d. Student Materials and Supplies: Contractor shall provide and supply to students non-instructional materials such as pencils, erasers, paper, and similar types of material necessary for instruction. District shall provide a list of needed supplies for each semester by grade, and the Contractor shall provide the supplies needed each semester.
- e. Classrooms and Restrooms: Contractor shall provide an age/grade level appropriate classroom that supports students' educational growth and shall provide necessary equipment and furniture in classrooms. Classrooms shall be equipped with student and teacher desks, secure file cabinets, chairs, whiteboards, and similar types of equipment necessary for instruction. All equipment and furniture purchased by Contractor shall remain Contractor's property at all times, including after termination of this Contract.

Classrooms shall be clean, free of asbestos and mold and shall be smoke-free facilities. Contractor shall be responsible for maintenance and cleaning of all classrooms. Contractor shall be responsible for providing access for students and teachers to clean and sanitary lavatories/restrooms.

- f. Office Equipment: Contractor shall make a copier accessible to District's teachers who are assigned to the Project and shall generally make other necessary office equipment available as needed.
- g. Internet connectivity: Contractor shall provide internet connectivity and access for teachers and students as appropriate. Such access must include necessary privacy protections and content restrictions in compliance with applicable state and federal laws.
- h. Contractor's Staff: Contractor shall provide and pay all compensation and benefits for the number of aides, para-professionals, and/or techs set forth in Attachment A.
- i. Notices Regarding District Staff: Contractor shall immediately notify in writing EES administrators of any District employees' acts or omissions which are unprofessional, inadequate, or in violation of the rules, regulations, and/or policies of District or Contractor.
- j. Student Discipline: Contractor's employees will be present in the classroom(s) to supervise students in educational settings. Contractor shall implement any necessary student discipline, including but not limited to time-out, detention, temporary removal from the classroom, and suspension.
- k. Clerical Staff and Student Records: Contractor shall assign specific clerical staff to coordinate enrollment information between the program and the District and shall complete all necessary paperwork related to certifying the residency of students placed in the program so that District may receive financial reimbursement for students as well as obtaining any necessary special education records from other school districts previously attended by students. Contractor shall provide secure storage for student records and shall maintain the confidentiality of student records as required by law.
- l. Liability Insurance: Contractor shall furnish to District a copy of insurance coverage and a Certificate of Liability Insurance which names District as an additional insured. Contractor shall maintain throughout the duration of this Contract liability insurance with minimum amounts as set forth in the Oklahoma Governmental Tort Claims Act. The Certificate of Liability Insurance shall require at least ten (10) days' notice to the District before cancellation of coverage for any reason.
- m. Indemnification: To the extent allowable by law, both parties shall indemnify and hold the other party, its agents, employees, and officers harmless from and against any claim, demand, or action against the other party, its agents, employees, or officers which arises from the program, including but not limited to, all attorney fees, costs, judgments and other reasonable expenses incurred in defending such actions or claims.
- n. Payment: Contractor shall pay to the District the sum of one hundred fifty dollars (\$150) per day for all students placed in the program who are not residents of the State of Oklahoma. Such payment shall be made no later than forty-five (45) days after receipt of an invoice from the District.
- o. Medicaid: To the extent applicable, Contractor shall be responsible for billing for its

services, including any billing for Medicaid-eligible services provided to students.

- p. Additional Services: Contractor shall be responsible for any additional services which are not specifically agreed to be provided by the District in this Contract.
- q. Sharing of Information: Upon enrollment in Contractor's program, Contractor shall obtain a written release from each student's parent or legal guardian which allows for Contractor and District to mutually share information regarding students and which authorizes the release to District of any medical and/or mental health records or other confidential information of students and which authorizes the release to Contractor of any education records of students pursuant to Family Educational Rights and Privacy Act ("FERPA"). Upon receipt of such written release, Contractor shall share a copy of the release with District.
- r. Weekly Communications: Each week, Contractor shall provide a written communication to the EES administrators or designee regarding students placed in the program and discharge information, when known.
- s. Meetings: Representatives from the District and Contractor shall meet monthly to discuss program operations and educational needs of the students in an attempt to communicate about issues and to resolve issues raised by either party. If an issue(s) arises prior to the monthly meeting, both parties will set a time to meet within forty-eight (48) hours of identification of the issue(s) in an attempt to identify a resolution. If a resolution is not identified during the meeting (either monthly or impromptu), mediation may be initiated at the request of either party.
- t. Withdrawal of students: Contractor shall be responsible for timely notifying the EES Registrar and Transition Coordinator of any withdrawal and/or discharge of students from the Project within two (2) school days of such withdrawal and/or discharge so that the District may make appropriate changes to the student's enrollment. Contractor shall collaborate with District to maintain a tracking spreadsheet indicating student enrollment and discharge.
- u. Designation of Point of Contact: Contractor agrees to provide an administrative point of contact and inform the EES Administrators of any changes within three (3) business days.
- v. Compliance with Laws: Contractor assures the District of its full compliance with all applicable state and federal laws, regulations, and guidelines, including but not limited to the Family Educational Rights and Privacy Act (FERPA), as well as any other laws governing the confidentiality, privacy, and security of student records and information. The Contractor shall take all necessary measures to ensure that its actions and the actions of its employees, agents, and subcontractors comply with such laws.

6. Amendment and Termination

This Contract shall be effective for the fiscal years set forth above unless earlier terminated by either party. A request to modify or amend this contract shall be made in writing to the other party. The Contract may be terminated by either party, with or without cause, by providing written notice of at least (30) days of the ensuing academic year.

7. Miscellaneous:

- a. Entire Agreement: This Contract constitutes the entire agreement between the parties and may not be modified, changed, or varied except by as described in Section 6.
- b. Construction: This Contract shall be interpreted and construed according to the laws of the State of Oklahoma, and venue for any action arising out of this Contract shall be in Oklahoma County, Oklahoma.
- c. Notice: Any notice or communication required or permitted to be given under this Contract shall be served personally, sent by United States certified mail or sent by email to the following address:

If to Contractor: Oklahoma County Juvenile Bureau
Attn: Hannah Whipp, Director
5905 N. Classen Ct. Suite 202
Oklahoma City, OK 73118
Email: hannah.whipp@oklahomacounty.org

If to District: Independent School District No. 89
Attn: Legal Department
P.O. Box 36609
Oklahoma City, OK 73136
Email: legal@okcps.org

Any change to the notice address listed above must be given to the other party in the same manner as described above. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice methods utilized.

Signatures:

"District"

Shaun Ross
Senior Executive Director, Support & Accountability

Date

"Contractor"


Hannah Whipp
Director, Oklahoma County Juvenile Bureau

10/14/2025
Date

ATTACHMENT A

Contractor's program/site listing:

Description of Facility/Program: _____

Type of Student:

☐ Regular Education
☐ Special Education
☐ Homeless

☐ Weapon Violations
☐ Substance Abuse
☐ Substance Violations
☐ Sexual Offenders

☐ Adjudicated Youth
☐ Other: _____

Grade Levels: ☐ K-4 ☐ 5-8 ☐ 9-12

Referred to Facility by:

☐ School District ☐ Court
☐ State Agency OJA ☐ Doctor/Psychologist
☐ Admitted to Facility by Parent/Guardian

☐ State Agency DHS
☐ Other _____

Maximum Number of Students Per Classroom: _____

Number of Contractor Techs: _____

Additional Services by District:

ATTACHMENT B
ADDITIONAL SERVICES

If checked, District agrees to provide the following additional services according to the terms and conditions set forth herein:

_____ Meals: District agrees to provide meals, specifically breakfast and lunch, for any student referred to and/or placed by District in the Contractor Facility. District shall be entitled to receive any compensation and/or reimbursement for meals provided to students from any applicable source. Contractor agrees to provide a place for students to eat meals provided by the District.

_____ Transportation: District agrees to transport students who are referred to and/or placed in the Contractor Facility by District to and from the Contractor Facility.

ACCEPTED BY
BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA

Chairman _____

Member _____

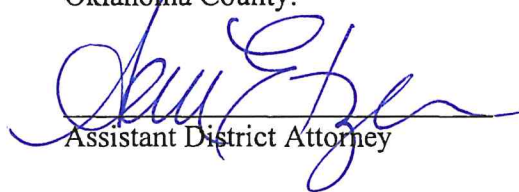
Member _____

Date: _____

ATTEST:

Maressa Treat, Oklahoma County Clerk

This contract has been examined and approved as to legality by the District Attorney,
Oklahoma County.


Assistant District Attorney


Date