



**AGREEMENT TO PROVIDE TUTORING SERVICES**  
Between CASP and City of Norman

This document serves as an agreement between CASP, Inc. an agency providing free tutoring services to at-risk youth in Norman, OK (a/k/a "Community Afterschool Program 1023," and hereinafter referred to as "CASP"), and the City of Norman, a municipal corporation (hereinafter referred to as "City"). This agreement goes into effect immediately upon signing. The purpose of the agreement is to define the responsibilities and expectations of each party pursuant to this agreement, as they carry out the services reflected herein in conformance with their individual missions.

I. Pursuant to this Agreement, CASP agrees as follows:

a. CASP's services hereunder shall be available where a student:

- i. Attends K-5<sup>th</sup> grade at a public school in Cleveland County;
- ii. Reads below the applicable grade level;
- iii. Is from a family with limited income qualifying for Free & Reduced Lunch Program, SNAP benefits, DHS Childcare Subsidies, and or Sooner Care, etc.; and
- iv. Has a parent or guardian able to transport the student and remain during tutoring or attend a partner program.

Except that CASP shall providing literacy tutoring to students not satisfying I(a)(iii) herein pursuant to the terms set forth in III(b) below.

b. CASP shall supply trained tutors to provide 1:1 literacy tutoring for at-risk students in K-5<sup>th</sup> grade at the City's certain recreational facilities, beginning with the Irving Recreational Center and expanding to other identified locations as is mutually agreed to by the parties thereafter.

- i. CASP shall be solely responsibility for actions of said trained tutors and activities and shall maintain, for the duration of this agreement, valid liability and workers' compensation insurances complying with applicable state law and otherwise meeting or exceeding the limits of the Oklahoma Governmental Tort Claims Act;

ii. As to each such trained tutor, CASP will complete a name-based OSBI background check on all tutors & personnel, including sex offender and Mary Rippy Violent Offender Search, as well as an OSCN, ODCR, and Joshua's List (DHS Restricted Registry) search; and

iii. All tutors complete tutor orientation, and ongoing training as needed.

c. CASP shall provide administrative staff to oversee the CASP tutors/program.

i. As part of its administrative oversight, CASP shall provide regular program updates and communication to ensure effective and safe delivery of services;

ii. CASP shall maintain all required and necessary records and shall, to the extent it is not subject to disclosure pursuant to the Oklahoma Open Records Act, ensure confidentiality of information, but shall make any information relating to the services provided, but expressly excluding individual academic information regarding literacy tutoring students, available for the City's inspection to the extent the City requires it to evaluate the services provided by this agreement;

d. All persons employed by CASP shall be treated equally by CASP without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and City.

e. During the performance of this Agreement, CASP and any other parties with whom CASP may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.

f. To indemnify and hold harmless the City from any and all claims and liability due to the acts or omissions of its trained tutors or employees, or other agents under this Agreement, including but limited to negligent injury or damage to persons or property.

II. Pursuant to this Agreement, the City shall:

a. Provide space at its Irving Recreation Center, and in the discretion of the Parks and Recreation Director or their designee, provide space at its Whittier Recreation Center and 12<sup>th</sup> Avenue Recreation Center, as necessarily required for CASP's provision of trained tutoring services herein, including quiet locations with tables and chairs for tutoring students (visible to others with open doors, etc.);

b. Engage in regular communication and coordination with CASP to ensure, to the best of the City's ability, CASP's effective and safe delivery of services hereunder;

c. To the extent it is legally subject to disclosure, provide CASP access to necessary student information;


d. To the extent it is not subject to disclosure pursuant to the Oklahoma Open Records Act, the City shall ensure necessary confidentiality of information;

III. The Parties agree and acknowledge that CASP is utilizing available reserve funds to supply the services hereunder, and:

a. Under this Agreement, the City makes no representation, nor guarantee, or ability to continue the services provided by CASP hereunder should CASP's funding source be exhausted, except that the City shall reimburse CASP at a rate of \$15/tutoring session for literacy tutoring services provided to students who do not meet eligibility criteria I(a)(iii) above; and

b. Either party may cancel this agreement at any time with or without cause upon written notice to the addresses listed below.

**On Behalf of Community After  
School Program, Inc. :**

  
\_\_\_\_\_  
Terri Craig, Executive Director


\_\_\_\_\_  
CASP Address:  
Community After School Program, Inc.  
1023 N. Flood Avenue  
Norman, OK 73069

Before me, the undersigned, a Notary Public in and for said County and State, this 8<sup>th</sup> day of December, 2023, personally appeared Terri Craig, to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.


My commission expires:

November 12, 2024

\_\_\_\_\_  
Notary Public  
  
Deborah Tindell

**On Behalf of City Of Norman:**

Approved as to form and legality this 8 day of Dec, 2023

  
City Attorney

By: \_\_\_\_\_  
Larry, Heikkila, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk

City Address:  
c/o City Clerk's Office  
201 West Gray  
Norman, OK 73069