

Newcastle Board of Education Special Meeting

August 19, 2021 7:15 AM

Administration Office Board Room
101 N Main St
Newcastle, Oklahoma 73065

Attendance Taken at 7:36 AM. Mr. Darrin Abel: Present, Ms. Valory Dalton: Present, Ms. Tiffany Elczyn: Present, Mr. Gary Knowles: Absent, Mr. John Maker: Absent.

1. Call to Order and Roll Call of Members.
2. Discussion and possible action to approve Newcastle Fast-pitch Softball Team travel to the Bixby Tournament September 9-11, 2021

Motion to approve Newcastle Fast-pitch Softball Team to travel overnight to the Bixby Tournament, September 9-11, 2021 passed with a motion by Ms. Tiffany Elczyn and a second by Mr. Darrin Abel.

Mr. Gary Knowles: Absent, Mr. John Maker: Absent, Mr. Darrin Abel: Yea, Ms. Tiffany Elczyn: Yea, Ms. Valory Dalton: Yea

Yea: 3, Nay: 0, Absent: 2

3. Discussion and possible action to approve the FY22 Purpose of Accounts as attached

Motion to approve FY22 Purpose of Accounts as attached passed with a motion by Mr. Darrin Abel and a second by Ms. Tiffany Elczyn.

Mr. Gary Knowles: Absent, Mr. John Maker: Absent, Mr. Darrin Abel: Yea, Ms. Tiffany Elczyn: Yea, Ms. Valory Dalton: Yea

Yea: 3, Nay: 0, Absent: 2

4. **Discussion and possible action on the Contract Consent Agenda**

Motion to approve the Contract Consent Agenda passed with a motion by Mr. Darrin Abel and a second by Ms. Tiffany Elczyn.

Mr. Gary Knowles: Absent, Mr. John Maker: Absent, Mr. Darrin Abel: Yea, Ms. Tiffany Elczyn: Yea, Ms. Valory Dalton: Yea

Yea: 3, Nay: 0, Absent: 2

A. FY22 Bison Creek Contract

B. FY22 Psychometrist Contract, Sherry Clouse

C. FY22 Certified School Psychologist Contract, Stacey Gray

5. Adjournment.

Ms. Valory Dalton adjourned the meeting at 7:42am.

President

Vice President

Clerk

Deputy Clerk

Member

GROUP OR ORGANIZATION *

High School Varsity Volleyball

EVENT DATE

MM DD YYYY

09 / 09 - 11 / 2021

DESTINATION

Regent Prep Academy

Event Address

8621 S Memorial Dr, Tulsa, OK 74133

LOCATION TO BE PICKED UP

HS GYM

LEAVE TIME

Time

06 : 00 AM

RETURN TIME

Time

09 : 00 AM

NUMBER OF PASSENGERS

15

Type of Transportation needed

Transit

Will a driver be needed

No

HOW MANY VEHICLES NEEDED

2

Is this an over night trip?

Yes

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NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: HS Fast Pitch Softball Account #: 815 Site #: 705

Scheduled Fundraising Events:

<i>Description</i>	<i>Month Planned</i>
<u>seasonal sales events-snap, logo, advertising</u>	_____
_____	_____
_____	_____

General Revenue: (Indicate Amended Items with an "**")

Donations are automatically approved. List other methods of generating revenue:

advertising sales, even hosting, racer logo sales, dinners, concessions, food sales, snarp raise online

Expenditures: (How the revenue will be spent) (Indicate Amended items with a "**")

equipment, uniforms, meals, awards, advertising, cleaning, hospitality, banners, first aid supplies, all-state jackets, rings, baquets, participation fees, faciltiy upgrades, printing, misc fees, gifts, operation costs.

Mike Crossley

Sponsor Name

Sponsor Signature

Supervisor Signature if Applicable
(Principal or Athletic Director)

8/17/21

Date Submitted

21-22

School Year

Activity Fund Custodian Signature

Chief Financial Officer Signature

Date Approved by Board of Education



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: FOOTBALL Account #: 816 Site #: 705

Scheduled Fundraising Events:

<i>Description</i>	<i>Month Planned</i>
<u>Team Camp</u>	<u>May</u>
<u>Summer Pride</u>	<u>June</u>
<u>Youth Camp</u>	<u>July</u>

General Revenue: (Indicate Amended Items with an "**")

Donations are automatically approved. List other methods of generating revenue:

Donations
Merchandise Sales
Summer Camps

Expenditures: (How the revenue will be spent) (Indicate Amended items with a "**")

Uniforms and Equipment
Summer Camp Expenses

Jeff Brickman
Sponsor Name

08/17/2021
Date Submitted

2021-2022
School Year

Jeff Brickman
Sponsor Signature

Activity Fund Custodian Signature

Jamie Bee
Supervisor Signature if Applicable
(Principal or Athletic Director)

[Signature]
Chief Financial Officer Signature

Date Approved by Board of Education



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: boys golf Account #: 818 Site #: 705

Scheduled Fundraising Events:

<i>Description</i>	<i>Month Planned</i>
_____	_____
_____	_____
_____	_____

General Revenue: (Indicate Amended Items with an "**")

Donations are automatically approved. List other methods of generating revenue:

racer cards, crockstar dinner club, letter writing ccampaign, golf tournament, pancake breakfast, spaghetti dinner, chili cookoff

Expenditures: (How the revenue will be spent) (Indicate Amended items with a "**")

golf balls, golf bags, rain suits, shirts, shorts, hats

Tommy Washington

Sponsor Name


Sponsor Signature

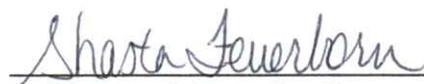

Supervisor Signature if Applicable
(Principal or Athletic Director)

8/17/21

Date Submitted

21-22

School Year


Activity Fund Custodian Signature


Chief Financial Officer Signature

Date Approved by Board of Education



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: HS Slow Pitch Softball Account #: 819 Site #: 705

Scheduled Fundraising Events:

<i>Description</i>	<i>Month Planned</i>
<u>seasonal sales events-snap, logo, advertising</u>	<u>seasonal tbd</u>
<u>racer card, event hosting</u>	

General Revenue: (Indicate Amended Items with an "**")

Donations are automatically approved. List other methods of generating revenue:

donations, advertising, event hosting, racer log sells, food sells-dinners, concessions, snap raise online, hats, clothing, racer cards

Expenditures: (How the revenue will be spent) (Indicate Amended items with a "**")

equipment, uniforms, meals, printing, misc fees, gifts, operation costs, awards, advertising, cleaning, hospitality, facility upgrades, banners, first aid supplies, all state jackers, rings, banquet

Mike Crossley

Sponsor Name

Sponsor Signature

Supervisor Signature if Applicable
(Principal or Athletic Director)

8/17/21

Date Submitted

21-22

School Year

Activity Fund Custodian Signature

Chief Financial Officer Signature

Date Approved by Board of Education



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: Boys Soccer Account #: 820 Site #: 705

Scheduled Fundraising Events:

<i>Description</i>	<i>Month Planned</i>
<u>Concession Sales (In Season)</u>	<u>Spring</u>
<u>Hosting Soccer Tournaments & Events</u>	<u>Spring</u>
<u>Selling Clothing</u>	<u>Spring</u>

General Revenue: (Indicate Amended Items with an "**")

Donations are automatically approved. List other methods of generating revenue:

Food Sales
Fan Gear & Clothing Sales
Hosting Soccer Tournaments & Events
Car Wash

Expenditures: (How the revenue will be spent) (Indicate Amended items with a "**")

Food
Travel
Celebrations
Clothing
Sporting Equipment

Lauren Dansby

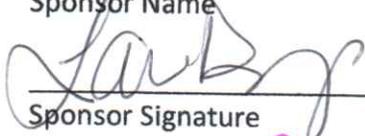
Sponsor Name

8/9/2021

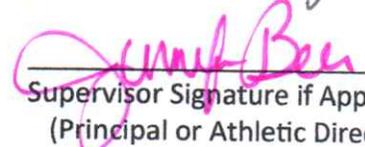
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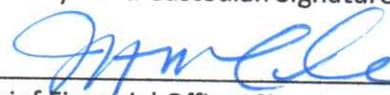
2021- 2022

School Year


Sponsor Signature

Activity Fund Custodian Signature


Supervisor Signature if Applicable
(Principal or Athletic Director)


Chief Financial Officer Signature

Date Approved by Board of Education



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: Girls Soccer Account #: 821 Site #: HS 705

Scheduled Fundraising Events:

<i>Description</i>	<i>Month Planned</i>
<u>Concession Sales (In Season)</u>	<u>Spring</u>
<u>Hosting Soccer Tournaments & Events</u>	<u>Spring</u>
<u>Selling Clothing</u>	<u>Spring</u>

General Revenue: (Indicate Amended Items with an "**")

Donations are automatically approved. List other methods of generating revenue:

Food Sales
Fan Gear & Clothing Sales
Hosting Soccer Tournaments & Events
Car Wash

Expenditures: (How the revenue will be spent) (Indicate Amended items with a "**")

Food
Travel
Celebrations
Clothing
Sporting Equipment

Lauren Dansby

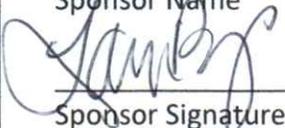
Sponsor Name

8/9/2021

Date Submitted

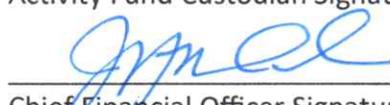
2021- 2022

School Year


Sponsor Signature

Activity Fund Custodian Signature


Supervisor Signature if Applicable
(Principal or Athletic Director)


Chief Financial Officer Signature

Date Approved by Board of Education



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: volleyball Account #: 824 Site #: 705

Scheduled Fundraising Events:

<i>Description</i>	<i>Month Planned</i>
_____	_____
_____	_____
_____	_____

General Revenue: (Indicate Amended Items with an "**")

Donations are automatically approved. List other methods of generating revenue:

donations, advertising, event hosting, racer logo sales, food sales, snap raise online, hats, clothing, racer cards, summer camps, summer pride

Expenditures: (How the revenue will be spent) (Indicate Amended items with a "**")

equipment niforms, meals, printing, misc fees, gifts, awards, advertising, hospitality, facility upgrades, banners, all state jackers, rings, banquets, participation fees, summer camp expenses, summer pride expenses.

Hannah Davis

Sponsor Name

8/17/21

Date Submitted

21-22

School Year

Hannah Davis
Sponsor Signature

Shasta Ferguson
Activity Fund Custodian Signature

N.S.J.
Supervisor Signature if Applicable
(Principal or Athletic Director)

Ann Ellis
Chief Financial Officer Signature

Date Approved by Board of Education



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: Visual Arts Account #: 910 Site #: HS 705

Scheduled Fundraising Events:

<i>Description</i>	<i>Month Planned</i>
<u>Selling Art Supplies</u>	<u>TBD</u>
<u>Talent Show</u>	<u>TBD</u>
<u>Fine Arts Fund Raiser (with band & choir)</u>	<u>TBD</u>

General Revenue: (Indicate Amended Items with an "**")

Donations are automatically approved. List other methods of generating revenue:

Selling Art Supplies
Selling Artwork
Painting Murals
Food Sales

Expenditures: (How the revenue will be spent) (Indicate Amended items with a "**")

Art Supplies
Art Room Frames and Decorations
Celebrations
Art Field Trips
Food
~~Street Art Event~~

Lauren Dansby

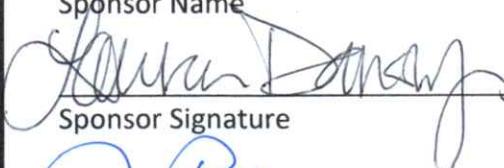
Sponsor Name

8/9/2021

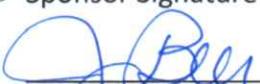
Date Submitted

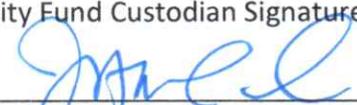
2021- 2022

School Year


Sponsor Signature

Activity Fund Custodian Signature


Supervisor Signature if Applicable
(Principal or Athletic Director)


Chief Financial Officer Signature

Date Approved by Board of Education



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: Band Account #: 911 Site #: 705

Scheduled Fundraising Events:

<i>Description</i>	<i>Month Planned</i>
<u>Pie Sale</u>	<u>September</u>
<u>Cheesecake Sale</u>	<u>March/April</u>
<u>*Coffee Sale / *Snap! Raise</u>	<u>*Aug / *Nov</u>

General Revenue: (Indicate Amended Items with an "**")

Donations are automatically approved. List other methods of generating revenue:

Concession Stand Profits, Garage Sale, Pie Sale, Cheesecake Sale, Small Group Fundraisers (bake sales, car washes) Chili Dinner, Sponships and Donations

Expenditures: (How the revenue will be spent) (Indicate Amended items with a "**")

Equipment, Instruments, Instrument repair, General supplies, electronics, shirts, uniforms and uniform accessories, Uniform cleaning, Marching shoes and accessories, music, *contest entry fees

GENEVIEVE CRAIG

Sponsor Name

8.9.21 21-22

Date Submitted

School Year

Genevieve Craig

Sponsor Signature

Activity Fund Custodian Signature

J. Bell

Supervisor Signature if Applicable
(Principal or Athletic Director)

AMEL

Chief Financial Officer Signature

Date Approved by Board of Education



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: Elementary Library Account #: 931 Site #: 105

Scheduled Fundraising Events:

<i>Description</i>	<i>Month Planned</i>
<u>Fall Book Fair</u>	<u>November</u>
<u>Spring Book Fair</u>	<u>February</u>
<u>Read-a-thon</u>	<u>March</u>

General Revenue: (Indicate Amended Items with an "**")

Donations are automatically approved. List other methods of generating revenue:

Lost/ damaged Book Fees, Book Clubs, Author/Illustrator Visits/
Book fees, School Merchandise

Expenditures: (How the revenue will be spent) (Indicate Amended items with a "**")

Books, Book Processing/ Repair Materials, Book Fair, Guest Speakers, Book Club Tastings, Book Fair Decorations, Prizes, Meals, Signs, etc., Prizes/Rewards for various Library Contest and Celebrations, Misc. Materials/ Supplies / Decorations for Library, Classes, and Volunteers.

Sarah Brooks

Sponsor Name

Sarah Brooks

Sponsor Signature

Spring Beeth

Supervisor Signature if Applicable
(Principal or Athletic Director)

8/9/2021

Date Submitted

2021 -2022

School Year

Shasta Jewell

Activity Fund Custodian Signature

[Signature]

Chief Financial Officer Signature

Date Approved by Board of Education

**CONTRACT FOR EDUCATIONAL SERVICES
RESIDENTIAL TREATMENT PROGRAMS
NON-HOSPITAL SETTINGS**

This Contract for Educational Services ("Contract") is entered into by and between Independent School District No. 1 of McClain County, Oklahoma ("District") and Bison Creek Treatment Services ("Contractor") located at 17364 W Highway 9, Norman, OK 73072 ("Project"). The following terms and conditions shall apply to this Contract:

1. **Students to whom services are provided:** District shall provide educational services for the 2021-2022 School Year to those eligible and qualified students placed in the Project operated by Contractor at Contractor's facility. District shall only provide educational services to the number of students agreed to in this Contract taking into consideration the limitations set forth in Section 1-113 of Title 70 of the Oklahoma Statutes. Eligible and qualified students shall be those students who are identified by Contractor as meeting the established purpose of the Project. It is understood by the parties that some students admitted to the Project may be qualified as special education students as defined by the Individuals with Disabilities Education Act ("IDEA") and that District will be the local education agency ("LEA") for all such students in the Project. It is further understood by the parties that all students who are residents of the State of Oklahoma who are placed in the Project shall become residents of the District for such time as the student resides at the Project which is a residential facility.
2. **District's Obligations:**
 - a. Educational Plans: District shall develop an appropriate educational plan for each non-special education student. Such educational plan shall be developed with input from Project's staff and/or representatives as necessary. Educational plans shall describe the appropriate curriculum, instructional time, and educational setting based on the individual needs of each child. An educational plan shall be developed within five (5) school days from enrollment of the student and will be implemented within ten (10) days after enrollment.
 - b. IEP's: District will implement, or if necessary, develop or revise an Individual Education Program ("IEP") for any eligible student under the IDEA. IEP's shall be written as required by federal and state law and regulations and shall include special education services and any related services identified as necessary for the student.
 - c. Educational Services: District shall provide educational services for a minimum of four (4) hours per regularly-scheduled school day according to District's school calendar, unless otherwise provided in an individual student's IEP. Exceptions to the minimum hours of instruction shall be for verifiable cause only and shall be approved by District's Superintendent. District may provide

educational services through online programs rather than through direct in-person instruction by District's teachers.

- d. 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 Project who are residents of the State of Oklahoma. In addition, District shall be compensated by Contractor at the rate of the Oklahoma State Department of Education (OSDE) funding factor allocation for the current year times the student weights as determined by the OSDE for any student who is enrolled and receiving educational services who is not a resident of the State of Oklahoma.
- e. Teachers: District shall provide the number of teachers necessary as determined by District and within District's discretion. The particular teacher and the number of teachers shall be a decision solely reserved to the District. District shall be responsible for the costs of all salaries, benefits, and expenses associated with the teachers assigned to the Project. District may determine to increase and/or decrease the number of assigned teachers depending on the number of students enrolled in the Project, available classroom space, behavior and/or disabilities of students enrolled, 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 Project's regulations and requirements.
- f. Educational Materials: District shall purchase and provide 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 Project shall be identified as District property and shall remain District property at all times, including after termination of this Contract.
- g. Curriculum and Attendance: District shall be solely responsible for determining and implementing the appropriate curriculum to be taught in the Project and shall be responsible for recording student enrollment, days on roll, student absences, and student withdrawals in accordance with District's policies.
- h. Student Discipline: District's policies regarding discipline shall be in force within the classroom unless the District's Administrator for EES and the Project

representative develop and implement alternative procedures relating to suspension, time-out, and detention procedures which are unique to the Project.

- i. 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 law. District personnel shall maintain such data and records on students as are required by law, regulation, or policy.
- j. 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.
- k. Point of Contact: District designates the following person and contact information as District's Point of Contact: *Kristi Ferguson, Superintendent*.
- l. Additional Services: District agrees to provide meals, specifically breakfast and lunch. District shall provide those meals that are provided to other District students in District owned and/or operated facilities. 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 District.

3. Contractor's Obligations:

- a. Licensure: Throughout the term of this Contract, Contractor shall have licensure certification or accreditation pursuant to the requirements of the Oklahoma Health Care Authority and Oklahoma Administrative Code 210:35-31-2.
- b. Student Materials and Supplies: Contractor shall provide and supply to student's non-instructional material 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 Contractor shall provide the supplies needed each semester.
- c. Classrooms and Bathrooms: 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, chalkboards 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 free of asbestos 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/bathrooms.

- d. Office Equipment: Contractor shall make necessary office equipment including but not limited to a copier, fax machine, and a computer accessible to District's teachers who are assigned to the Project and shall generally make other necessary office equipment available as needed.
- e. Facilities: Contractor shall insure that its facilities meet all required safety and building codes and shall allow District personnel to conduct any necessary inspections to verify that applicable safety and building codes are met. Contractor may comply with this requirement by providing the annual inspection report from the Fire Marshall and any other entities that evaluate compliance with safety and building codes.
- f. Contractor's Staff: Contractor shall provide and pay all compensation and benefits for all staff employed by Contractor, including but not limited to any aides and/or paraprofessionals.
- g. Notices Regarding District Staff: Contractor shall notify in writing District's point of contact 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.
- h. Student Discipline: Contractor shall assist with providing classroom management, including the removal of disruptive students from the classroom when necessary and in-class supervision of students identified as potentially violent. Contractor will provide management for suspensions from the classroom, time-outs, and detentions.
- i. Clerical Staff and Student Records: Contractor shall assign specific clerical staff to coordinate enrollment information between the Project and the District and shall complete all necessary paperwork related to certifying the residency of students placed in the Project so that District may receive financial reimbursement for students as well as obtaining any necessary special education records from other school districts attended by students. Contractor shall provide secure storage for student records and shall maintain the confidentiality of student records as required by law.
- j. Liability Insurance and Indemnification: Contractor shall furnish to District 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 District before cancellation of coverage for any reason. In addition to such insurance, Contractor shall indemnify and hold District, its agents, employees, and officers harmless from and against any claim, demand, or action against District, its agents, employees, or officers which arises from the Project, including but not limited to, all attorney fees, costs, judgments and other reasonable expenses incurred in defending such actions or claims.

- k. Payment: Contractor shall pay to District the sum of the state allocation times the student weight for all students placed in the Project 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 District.
- l. Medicaid: To the extent applicable, Contractor shall be responsible for billing for its services, including any billing for Medicaid-eligible services provided to students.
- m. Additional Services: Contractor shall be responsible for any additional services provided to students which are not specifically agreed to be provided by District in this Contract.
- n. Sharing of Information: Upon enrollment in Contractor's Project, Contractor shall obtain a written release from each student's parent or guardian which allows for Contractor and District to mutually share information with each other 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 educational records of students. During such time as a student is enrolled in District and attending Contractor's Project, Contractor shall be considered to have a need to know about each student's educational records as defined by Family Educational Rights and Privacy Act ("FERPA"). Additionally, Contractor shall provide a weekly report to District regarding students placed in the Project and the treatment plan for each student in the Project.
- o. Point of Contact: Contractor designates the following person and contact information as Contractor's Point of Contact: Lester Wilson, Facility Administrator.

4. **Term of Contract and Termination:** This Contract shall be effective for the fiscal year set forth above unless earlier terminated by either party. The Contract may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party.

5. Miscellaneous:

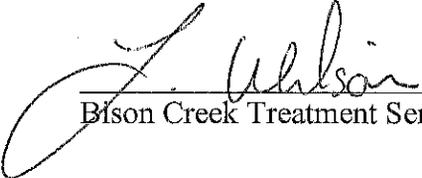
- a. Enforcement: The prevailing party in any action arising out of this Contract will be entitled to the costs of the action and its reasonable attorneys' fees in an amount determined by the court.
- b. Amendment: This Contract constitutes the entire agreement between the parties and may not be modified, changed, or varied except by a written instrument signed by the parties.
- c. 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 McClain County, Oklahoma.

Approved by District's Board of Education on _____ day of _____, 2021.

"District"

Superintendent of Newcastle Public Schools

"Contractor"



Bison Creek Treatment Services Representative

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into this _____ day of August 2021 ("Effective Date"), by and between Newcastle Public Schools, 101 North Main, Newcastle, Oklahoma 73065 ("Newcastle") and Sherry Clouse, 128 Red Oak Road, Goldsby, Oklahoma 73093 ("Consultant").

1. **DESCRIPTION OF SERVICES.** Consultant will provide to Newcastle the following services (collectively, "the Services"): a full and individual evaluation for student John Doe for the purposes of determining possible eligibility for special education services and programming options.
2. **TERM.** The term of this Contract shall begin on _____, 2021.
3. **PAYMENT.** Payment shall be made to Provider in the total amount of \$ 350.00 upon completion of services set out above in a lump sum payment upon completion of services.
4. **TERM.** The Contract will terminate automatically upon completion by Provider of the Services required by this Contract.
5. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party fails to substantially perform any provisions, term or condition of this Contract the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in automatic termination of this Contract.
6. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure") and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligation of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, or lockouts, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party of committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
7. **DISPUTE RESOLUTION.** Either party to this Contract may demand non-binding mediation of any claim, dispute, or other matter in contest between the parties and arising under, out of, or related to this Contract. All such demands shall be in writing. Mediation under this paragraph shall take place before a neutral third party, agreed to by the parties. If the

parties cannot agree on the neutral party, each shall nominate a mediator, and the two mediators so nominated shall agree on a third party neutral. The mediation shall proceed before the neutral third party under rules mutually agreeable to the parties and the mediator. Each party will bear its own expenses of mediation. The cost of the third-party neutral shall be borne equally by the parties. Failure of the mediator to resolve issues acceptable to all parties within 15 days of the mediation shall allow either party to pursue its civil remedies. Consultant and District agree that venue, in the event of a suit, is in state courts of McClain County, Oklahoma.

8. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between parties.
9. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
10. **AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties if the writing is signed by the party obligated under the amendment.
11. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Oklahoma.
12. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
13. **WAIVER OF CONTRACT RIGHT.** The failure of either party to enforce any provision of the Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
14. **ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Contract, the prevailing party shall be awarded reasonable attorney fees and costs, both in the trial and the appeal.
15. **ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party which approval shall not be unreasonably withheld.
16. **FERPA** As a Consultant retained by the District to perform services under this agreement, the Consultant shall be deemed a "school official" as that term defined in the District's Board Policy. Further, it is understood and agreed that in order to perform services hereunder, it may be necessary for the Consultant to preview and be provided access to the "educational records" of students of the District for whom the Consultant provides services hereafter.

Consultant agrees to maintain the confidentiality of any and all educational records of students in the District that are disclosed to, or reviewed by, the Consultant in accordance with Federal and State laws, rules and regulations. Consultant hereby covenants that the confidential and proprietary information of the District and student will be protected. Consultant shall keep all such information confidential and shall not disclose such information except under order of a court competent jurisdiction. Consultant also understands that any work created by Consultant pursuant to this agreement shall be and remain the sole property of the District and Consultant

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

Newcastle Public Schools

By _____
Its: _____

Date _____


Sherry Clouse

Date 8-12-21

Newcastle Public Schools
Contracted Services Agreement

THIS AGREEMENT between Newcastle Public Schools and Stacey Gray, Certified School Psychologist/Contractor, includes the following mutual agreeable terms between the parties:

1. DESCRIPTION OF SERVICES: Stacey Gray will provide school psychology services for the Newcastle Public School district. This will include evaluations for the purpose of special education, eligibility report writing, and other related services as requested by the district.
2. TERM: The term of this agreement shall be for the school year 2021-2022 commencing on _____ and ending on June 30, 2022. Either party for any reason may terminate this agreement with a two-week written notification by certified mail with the two-week notification beginning upon receipt by the receiving party.
3. DUTIES: Stacey Gray, Certified School Psychologist, shall report to and coordinate activities with an administrator designated by the Superintendent of Schools. The administrator assigned to act in all manners pertaining to this agreement and to authorize services, accept and approve all reports, draft, products or invoices is the Special Education Director/Coordinator.
4. COMPENSATION AND PAYMENT: Based on the completion of services described above, Stacey Gray, Certified School Psychologist, shall receive

compensation according to the rate agreement attached for the term of this agreement.

5. INDEPENDENT CONTRACTOR: In performance of all services specified, Stacey Gray, Certified School Psychologist, shall be an independent contractor and not an employee, agent, servant, principal, partner or joint venture of or with Newcastle School District. The means of carrying out the contracted professional services herein required shall be within the professional discretion of Stacey Gray, Certified School Psychologist, provided however, Stacey Gray, Certified School Psychologist, shall perform all services in a timely, competent and professional manner consistent herewith.

6. ENTIRE AGREEMENT: This agreement represents the entire agreement between the parties may only be amended by a written agreement signed by both parties and supersedes all prior or contemporaneous oral or written agreements and understandings of the respect to the matters covered by this agreement.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties do herein agree to the terms and conditions herein and attached hereto:

Superintendent, Newcastle Public Schools

Date

Stacey Gray, M.Ed.
Certified School Psychologist

Date

