

Newcastle Board of Education Regular Meeting

June 28, 2022 6:00 PM

Administrative Office Board Room
101 North Main
Newcastle, OK 73065

Attendance Taken at 6:00 PM. Mr. Darrin Abel: Present, Ms. Valory Dalton: Present, Ms. Tiffany Elczyn: Absent, Mr. Gary Knowles: Present, Mr. John Maker: Present.

1. Flag Salute
2. Call to Order and Roll Call of Members
3. **Discussion and possible action on the Consent Agenda:**

Motion to approve consent agenda passed with a motion by Ms. Valory Dalton and a second by Mr. Darrin Abel.

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

Yea: 4, Nay: 0, Absent: 1

- A. Agenda of Regular Meeting of June 28, 2022
- B. Minutes of Regular Meeting of June 14, 2022
- C. Board to consider and take action on a motion approving the renewal of the Sublease Agreement dated April 1, 2010 between the District and Newcastle Educational Facilities Authority for the fiscal year ending June 30, 2023 as required under the provisions of the agreement
- D. Board to consider and take action on a motion approving the renewal of the Sublease Agreement dated August 1, 2010 between the District and Newcastle Educational Facilities Authority for the fiscal year ending June 30, 2023 as required under the provisions of the agreement
- E. Surplus of Warehouse Items
- F. 2022-2023 Elementary Student Handbook

G. 2022-2023 High School Student Handbook Revisions

H. Brandon Morgan, Agriculture Instructor, requests permission to take the Newcastle FFA Officer Team for an overnight retreat to Broken Bow, Oklahoma on July 23-26

4. Public Input

No Public Input

5. **Superintendent and Staff Updates:**

A. Summer Work

B. Back to School Dates

6. **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. Valory Dalton.

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

Yea: 4, Nay: 0, Absent: 1

A. **General Operations:**

I. Accounting Software - Municipal Accounting Systems

II. Athletic Supplier Agreement - BSN Sports

III. Athletic Trainer - Norman Regional Health Systems

IV. Athletic Website - VYPE Oklahoma Magazine

V. Bison Creek Treatment Services - Educational Services

VI. CCOSA District Level Services Agreement

VII. Delta Head Start Agreement

VIII. Drug and Alcohol Testing - Quality Choice Testing, LLC

IX. Edgenuity Online Curriculum for High School

X. Employee Evaluation Systems - District Teacher Evaluations

XI. First National Bank - Cash Management Agreement

- XII. ImageNet - Copier Service Agreement
- XIII. Rosenstein Fist & Ringold - District Retained Counsel
- XIV. Therapy InSync LLC, - School District Services
- XV. Tri City Learning Academy Cooperative Agreement

B. Insurance:

- I. OSIG Membership Resolution
- II. OSIG Property & Liability Insurance
- III. AmTrust Workers Compensation Insurance

C. Building Operations:

- I. Clearwater Natural Gas
- II. Inspections Plus - Fire Alarm Monitoring
- III. FER - Trash Service
- IV. KONE - Elevator Maintenance Contract
- V. ES2 - HVAC Controls Service Contract

D. Child Nutrition Contracts:

- I. Campus Smart - US Foods
- II. Hiland Milk Contract

7. Discussion and possible action regarding Newcastle District Policy EB - Admission, Residency, Placement, Transfer, and Withdrawal

Motion to approve Newcastle District Policy EB - Admission, Residency, Placement, Transfer, and Withdrawal passed with a motion by Mr. Gary Knowles and a second by Mr. Darrin Abel.

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

Yea: 4, Nay: 0, Absent: 1

8. **Discussion and possible action regarding Financial Consent Agenda**

Motion to approve the Financial Consent Agenda passed with a motion by Mr. Darrin Abel and a second by Ms. Valory Dalton.

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

Yea: 4, Nay: 0, Absent: 1

- A. FY22 General Fund 11 Encumbrances and Change Orders
- B. FY22 Building Fund 21 Encumbrances and Change Orders
- C. FY 22 Bond Fund 39 Encumbrances and Change Orders
- D. FY23 General Fund 11 Encumbrances and Change Orders
- E. FY23 Building Fund 21 Encumbrances and Change Orders
- F. FY 23 Bond Fund 39 Encumbrances and Change Orders
- G. Monthly Payroll and extra duty disbursement
- H. Purpose of Activity Fund Accounts
- I. Transfer of Funds into Fund 86

9. Discussion and possible action to approve the 2022-2023 appointments:

- Activity Fund Custodian: Shasta Feuerborn
- Child Nutrition, Authorized Representatives: Kristi Ferguson, Malinda Wilson
- Encumbrance Clerk: Shasta Feuerborn
- Federal Programs, Authorized Representative: Kristi Ferguson and Lynda Chmil
- Federal Program signers: Kristi Ferguson, Jonathan Atchley, and Lynda Chmil
- Minutes Clerk: Darla Allen
- Minutes Clerk, Deputy: Kristi Ferguson
- Purchasing Agents: Melonie Hau; Kristi Ferguson up to and including \$5,000.00
- Title VI, Civil Rights Coordinator: Kristi Ferguson
- Title IX, Co-Coordinators: Angela Green, Todd Goolsby
- Treasurer, Assistant: Darla Allen

Motion to approve the 2022-2023 appointments as listed passed with a motion by Mr. Darrin Abel and a second by Mr. Gary Knowles.

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

Yea: 4, Nay: 0, Absent: 1

10. New Business

No new business

11. Proposed executive session to discuss employment of personnel, retirements, resignations, terminations, hiring of employees, employment, rehiring and changes to employment contracts of current and prospective district employees as outlined on attached Schedule A, pursuant to 25 O.S. Section 307 (B)(1)

12. Vote to convene or not to convene in executive session

Motion to not convene in Executive Session passed with a motion by Ms. Valory Dalton and a second by Mr. Gary Knowles.

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

Yea: 4, Nay: 0, Absent: 1

13. Return to Open Session

No Executive Session

14. Discussion and possible action regarding employment of personnel, retirements, resignations, terminations, hiring of employees, employment, rehiring and changes to employment contracts of current and prospective district employees as outlined on attached Schedule A

Motion to approve Schedule A as attached passed with a motion by Ms. Valory Dalton and a second by Mr. Darrin Abel.

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

Yea: 4, Nay: 0, Absent: 1

15. Adjournment

Meeting adjourned at 6:31 by John Maker

President

Vice President

Clerk

Deputy Clerk

Member

Newcastle Board of Education Regular Meeting
June 14, 2022 6:00 PM
Administrative Office Board Room
101 North Main
Newcastle, OK 73065

Attendance Taken at 6:01 PM. Mr. Darrin Abel: Present, Ms. Valory Dalton: Present, Ms. Tiffany Elczyn: Present, Mr. Gary Knowles: Absent, Mr. John Maker: Present.

1. Flag Salute

2. Call to Order and Roll Call of Members

3. Discussion and possible action on the Consent Agenda:

Motion to approve consent agenda passed with a motion by Ms. Valory Dalton and a second by Mr. Darrin Abel.

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

Yea: 4, Nay: 0, Absent: 1

A. Agenda of Regular Meeting of June 14, 2022

B. Minutes of Special Meeting of May 22, 2022

C. Minutes of Regular Meeting of May 10 2022

D. Brandon Morgan, Newcastle Agriculture Instructor, requests permission for the Newcastle FFA to travel for an overnight trip to Wagoner, OK, for the Oklahoma Alumni Camp, July 6-9, 2022

E. Brandon Morgan, Newcastle Agriculture Instructor, requests permission for the Newcastle FFA Team to travel for an overnight trip to Stillwater, OK, Oklahoma State University for The Big Three Field Days Judging Competition, July 19-21, 2022

F. Genevieve Craig, Newcastle Band Director, requests permission for the Newcastle High School Band to travel out of state with overnight stays to Boston, Massachusetts for a performance opportunity, along with attending The Boston Symphony, Blue Man Group, a Red Sox Game, touring Fenway Park and visiting many historical sites. April 26-30, 2023

G. Nikki Gayler, Newcastle Cross Country Coach, requests permission for the Cross Country Team to travel and stay overnight to Joplin, MO for the Southwest Missouri Running Camp held July 13-17, 2022

H. Surplus Items of one box of overhead projector bulbs and 45 Pearson Earth Science Books, 15th Edition, ISBN 9780134656816

I. Surplus of G5 Chromebooks

J. Request donated days for Nicole Fears

4. Discussion of Middle School Athletics and Middle School Baseball

Mr. Adam Satnes addressed the board regarding playing time and policies for Newcastle Sports.

5. Public Input

No Public Input

6. Superintendent and Staff Updates:

No Updates, referring instead to Item 14, The 2021-22 CSI Scorecard for year 2.

7. Discussion and possible action regarding Newcastle District School Policy CC - Purchasing

Motion to approve revisions to Newcastle School District Policy CC - Purchasing passed with a motion by Ms. Tiffany Elczyn and a second by Ms. Valory Dalton.

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

Yea: 4, Nay: 0, Absent: 1

8. 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. Darrin Abel: Yea, Ms. Tiffany Elczyn: Yea, Ms. Valory Dalton: Yea, Mr. John Maker: Yea

Yea: 4, Nay: 0, Absent: 1

A. 2022-2023 Cooperative Agreement/Title III Consortium Member with Blackwell Public Schools as the Title III Consortium Lead Fiscal Agent, for the purpose of creating a Title III, Part A consortium

B. June and July 2022, Speech Therapy Contract Services Agreement, Kristi Standifer, Speech Language Pathologist

C. 2022-2023 Physical Therapy Contract Services Agreement between Newcastle Public Schools and Carla Gill-Garling, Registered Physical Therapist

D. 2022-2023 Occupational Therapy Contract Services Agreement between Newcastle Public Schools and Tyler Garling Registered and Licensed Occupational Therapist

9. Discussion and possible action regarding Financial Consent Agenda

Motion to approve the Financial Consent Agenda passed with a motion by Ms. Valory Dalton and a second by Mr. Darrin Abel.

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

Yea: 4, Nay: 0, Absent: 1

A. General Fund 11 Encumbrances and Change Orders

B. Building Fund 21 Encumbrances and Change Orders

C. Bond Fund 39 Encumbrances and Change Orders

D. Monthly payroll and extra duty disbursement

E. Purpose of Activity Fund Accounts

F. Revenue Analysis-General Fund

G. Revenue Expenditure Summary-Athletic

H. Revenue-Expenditure Summary-Non Athletic

I. Treasurer's Report

10. New Business

No new business.

11. Discussion and possible action regarding employment of personnel, retirements, resignations, terminations, hiring of employees, employment, rehiring and changes to employment contracts of current and prospective district employees as outlined on attached Schedule A and B

Motion to approve Schedule A and B as attached passed with a motion by Ms. Tiffany Elczyn and a second by Ms. Valory Dalton.

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

Yea: 4, Nay: 0, Absent: 1

12. Recess Meeting

Motion to recess meeting at 6:49PM passed with a motion by Mr. Darrin Abel and a second by Ms. Valory Dalton.

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

Yea: 4, Nay: 0, Absent: 1

13. Reconvene Meeting

Reconvened Meeting at 7:30PM

14. Discussion of 2021-2022 CSI Scorecard and Year 2 Implementation

Members were given the 2021-2022 Scorecard to review and discuss with administrators.

15. Adjournment

Meeting adjourned at 9:06 by John Maker.

President

Vice President

Clerk

Deputy Clerk

Member

MEMO

To: Newcastle Board of Education
From: Jeff Landes CFO
Date: June 28, 2022
Re: Surplus of items in Warehouse



I am requesting the board grant approval to surplus the items on the attached list. These are items, mostly broken, that have been stored in the warehouse and have no further value to the district.

Qty	Description	S/N
1	True Cold Beverage Cooler	6594161
2	Pepsi Cold Beverage Cooler	1-3514901
3	CocaCola Beverage Iced Display	NO S/N
4	BlueBell Reach-In Cooler	3208149
5	BlueBell Reach-In Cooler	23821
6	Monitowoc Condenser	NO S/N
7	NSS Floor Scrubber	2016DB
8	NSS Floor Scrubber	2018DB
9	Energy Star Beverage Cooler	FG15102338
10	Numatic Wet Vac	102714044
11	Numatic Wet Vac	102714031
12	Hoover Upright Vac	NO S/N
13	Husmann Display Rack	NO S/N
14	Husmann Display Rack	NO S/N
15	Ice Machine Mantowoc	1101045057
16	Imperial Low Speed Scrubber	12MAY03AK
17	Imperial Low Speed Scrubber	29NOV08DS
18	Numatic Wet Vac	102318721
19	Condiment Dispenser Table	NO S/N
20	Fridgidaire AC Unit	IK70320987
21	Lettuce King Slicer	282
22	Milk Cooler - No Name	NO S/N
23	60 Gal Mixer Bowl	NO S/N
24	8' White Folding Table	NO S/N
25	8' White Folding Table	NO S/N
26	8' White Folding Table	NO S/N
27	8' White Folding Table	NO S/N
28	8' Brown Folding Table	NO S/N
29	8' Brown Folding Table	NO S/N
30	8' Brown Folding Table	NO S/N
31	8' Brown Folding Table	NO S/N



**NEWCASTLE ELEMENTARY SCHOOL:
Be Better Together**

Mission Newcastle Elementary School is a socially responsible, collaborative community where all members thrive in an innovative learning environment.

Vision: Newcastle Elementary will ensure excellence and empower our school community by laying a foundation to be responsible, respectful, and create a love of learning. We will:

- Maintain a collaborative and supportive climate
- Unite to achieve common goals
- Demonstrate a personal commitment to academic success and general well-being

The Racer Creed

I am a Newcastle Racer.
I have great expectations for myself.
There is no limit to what I can achieve.
Today, I accept the challenge to be the best I can be.
I will encourage the learning and well-being of others.
I believe I can accomplish anything.
This is my time and my place.
RACERS!

NEWCASTLE ELEMENTARY SCHOOL

Fax: 405- 387-3482

District Website: newcastle.k12.ok.us

2/3 Principal Terri Scott

Assistant Principal Cindy Trent

4/5 Principal Ryan McLaughlin

Physical Address: Lower Bldg. 410 NW 10th

Physical Address: Upper Bldg. 418 NW 10th

Phone: 405-387-6388

Phone 405-387-6474

NEWCASTLE ELEMENTARY STUDENT HANDBOOK

HANDBOOK VERIFICATION FORM

Please read and discuss the information contained in this handbook with your child. The handbook contains important information, rules and regulations for students attending Newcastle Elementary School. . This verification form is to be returned by all students, complete with parent/guardian signatures. This signed form is an agreement, indicating that parents and students understand the rules and regulations printed in this handbook. Signed parent/student verifications are due by **Thursday, August 18, 2022** or during your first week of school if you enroll after August 18th. Should you have any questions after reading this handbook, please your child's teacher and they will be glad to assist you.

Parent/Guardian Agreement:

We have read and discussed the material in this handbook and agree to follow the guidelines therein:

Parent/Guardian Signature

Student Signature (2nd - 5th Grade)

Date

COMPUTER /INTERNET AGREEMENT

STUDENT AGREEMENT:

I have read and understand Newcastle Public Schools' Internet Access and Acceptable Use Policy (located within the handbook). I understand that if I violate the rules, my account can be terminated, and I may face other disciplinary measures consistent with the present handbook policy.

Student Signature (2nd - 5th Grade)

Date

PARENT/GUARDIAN AGREEMENT

I have read and understand Newcastle Public School District's Internet Access and Acceptable Use Policy. I hereby release the district, its personnel, and any institutions with which it is affiliated from any and all claims and damages of any nature arising from my child's use of, or inability to use, Newcastle Public School District's Internet access system and other computerized resources. This includes, but is not limited to, claims that may arise from the unauthorized use of the Internet to purchase products or services.

Parent/Guardian Signature

Date

PERMISSION SLIP

The classes will be taking several trips during the school year. You will be notified of each trip in advance. If you do not want your child to go on a particular trip, please notify your child's teacher. NO CHILD will be allowed to attend any field trip without the signature below. (This is school policy.) Also, the child must ride the bus to the trip to be counted present in the attendance system.

Parent/Guardian Signature

Date

SOCIAL MEDIA / YEARBOOK PERMISSION

If you do not want your child's picture in the yearbook and/or on the website, please send a letter for us to keep on file.

**Tear out this page and return it to your child's teacher by
Thursday, August 18th, 2022.**

WELCOME

We would like to extend a warm welcome to all students and families of Newcastle Elementary School. The policies and information in this student handbook are an effort on behalf of the board, administration, and faculty to provide elementary students and their families with guidelines relating to school life. This information has been carefully prepared and presented in order to clarify rules as they apply to elementary students and their families, so that it will be of great value in helping you as a student/parent to adjust to our school and become an integral part of it. If you have any questions or would like to visit our school, you are always welcome. Remember, your success in school will be directly proportional to your efforts.

NEWCASTLE BOARD OF EDUCATION	ADMINISTRATION
President - John Maker	Superintendent - Melonie Hau

Vice President - Gary Knowels Clerk - Valory Dalton Deputy Clerk - Tiffany Elczyn Member - Darrin Abel	Assistant Superintendent - Kristi Ferguson High School Principal - Jennifer Beer High School Assistant Principal - Adam Hull Middle School Principal - Wade Hampton Middle School Assistant Principal - Jeremy Reynolds 2/3 Elementary Principal - Terri Scott 4/5 Elementary Principal - Ryan McLaughlin 2- 5 Assistant Principal - Cindy Trent ECC Principal - Jennifer Rosenbloom ECC Assistant Principal - Cathy Moore Director of Special Education - Angela Green
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NOTICE OF NON-DISCRIMINATION

Applicants for admission or employment, students, parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the Newcastle Public School District are hereby notified that this District does not discriminate on the basis of race, color, national origin, sex, age, or disability in admission or access to, treatment or employment in its programs and activities. Any person having inquiries concerning Newcastle Public School District's compliance with the regulations is directed to contact Angela Green , 101 North Main, Newcastle, OK 73065. Telephone (405) 387-2890.

VISITORS TO CAMPUS

All visitors to campus must check in at the office. After you have registered your visit, you will be given a visitor's badge that will allow you to be easily visible to faculty and staff. All classroom visits are pre-arranged with the teacher.

LEGAL CUSTODIANSHIP

We need copies of all legal documents regarding student guardianship. Special arrangements or concerns should be discussed with the principal and your child's teacher. A parent can only be held from their child with appropriate court ordered documentation.

ARRIVAL AND DISMISSAL- all times are subject to change

Students eating breakfast at school need to be dropped off at the cafeteria starting at 8:20 before going to class.

ELEMENTARY all times subject to change

8:20 - 8:40 – Students eating breakfast go to the cafeteria- all others go to their buildings and sit by their classroom doors until given permission to enter their classrooms.

8:45 – FIRST BELL

8:50 – TARDY BELL

3:50 - DISMISSAL BELL

DROP-OFF

For the safety of students, please drop-off according to procedures. Cars dropping off in the morning must form a single file line and drop students off at the curb. Parents must stay in their vehicles. In order to move traffic efficiently, have your student ready to depart the vehicle once it has come to a complete stop. If you plan to walk your student to the door or classroom, you must park in a designated parking place.

2nd Grade students are dropped off in the 2nd grade loop at the curb in front of the lower elementary building.

3rd Grade students are dropped off in the 3rd grade loop at the curb in front of the lower elementary building.

4th Grade students are dropped off in the 4th grade loop in front of the cafeteria.

5th Grade students are dropped off in front of the 5th grade building at the curb.

Please do not drop students off from the street or across the street in order to bypass the traffic in the loops. **Students eating breakfast must be dropped off at the cafeteria, otherwise they go to their grade level loops.**

PICK-UP

Parents must stay in their vehicles. Please do not park at neighborhood businesses and walk across traffic to pick up your students. Cars are subject to being towed. Students will only be loaded at the curbs. Display your school issued name tag prominently in your front window. The duty teacher can call for your child before you reach the front and this will speed up the loading. Once you are at the front of the line the student will then be allowed to load. Students will not be allowed to walk through traffic to reach a parent. Students not picked up by 4:05 through the line will be taken to the offices. Grades 2-3 in the Lower Office & 4-5 in the Upper Office. In the event of inclement weather, students will be kept inside the buildings until their parents move to the front of the line.

2nd Grade - the 2nd grade loop in front of the lower elementary building

3rd Grade - the 3rd grade loop in front of the lower elementary building.

4th Grade - the cafeteria loop at the curb

5th Grade - front doors of 5th grade building

All car riders must be picked up through their grade level loop.

STUDENT CHECK-IN/OUT PROCEDURES

If a student arrives late (after 8:50), parents must walk the student into the office and check him/her in with the secretary before they proceed to class. When checking a student out early, the Parent/Guardian (stated in file) will be required to provide identification before the student will be released. Remember- 3 early pick-ups (pick up after 1:15 pm) and/or 3 tardies (drop-off before 11:15 am) will equal one absence.

All students must be checked out by 3:40 to avoid confusion and ensure a safe school environment. No students will be called out of class prior to the arrival of the parent/guardian.

CHECKING OUT A STUDENT OUT DURING LUNCH/RECESS

For timely retrieval of your child, it is recommended that you check your child out 10 minutes before they leave for lunch/recess.

PARKING

Please find a designated parking place any time you plan to exit your vehicle. Parking in non-designated spaces creates traffic flow issues. Please do not park at the curbs if you plan to go inside the building.

DESTINATION CHANGES

If a student is to go somewhere other than their normal destination at the end of the school day, contact the homeroom teacher (email / ClassTag), or you can call the office and leave the information with the secretary. **In order to keep your child safe, the destination change must be verified by the child's parent or guardian.**

IMPORTANT- We cannot guarantee getting your child to the requested destination if we do not hear from you by 3:40. Students will not be removed from a bus once buses are loaded and ready to pull out.

ENROLLMENT

All students enrolling must provide a current shot record or exemption form, 2 proofs of residency (1 being current utility bill), and have enrolled online. Any student wishing to enroll who has been home-schooled, will be evaluated for appropriate grade placement.

ATTENDANCE POLICY

Attendance at school is a very important issue for which our schools are held accountable. Our district loses state funding each time a child is absent. More importantly, any absence can cause a student to miss critical instruction. We all win if our children are in school!

A student may not have more than Four (4) absences each nine weeks. If a student is absent due to an illness, please turn in a doctor's note to the office upon return. By doing this the absences will be marked verified but

will still count in the total number of absences per nine weeks. Three tardies will constitute one absence. Three early pick-ups will count as one absence. Arriving two and a half hours after classes have begun counts as a ½ day absence. A check-out two and a half hours before classes release will also constitute a ½ day absence. (These can be verified with doctor's notes as well.)

All work missed during a period of absence must be made up. Students or Parents/Guardians are responsible for requesting make-up assignments from their teachers. Students will have one day for each day missed to make up their work.

Any student who is absent more than 8 days of school during the semester (two 9 weeks equals one semester) shall receive a notation on the attendance section of their report card of "Inadequate attendance". **Students receiving an IA are subject to retention.** A student must be in attendance at least ninety percent (no more than 8 absences) to participate in school activities and be eligible to advance to the next grade level. Parents' notes or telephone calls, notes from a physician or court representative will verify the absence or tardy. Students will have (5) five days after each semester to obtain a doctor's note or court representative's note to file in the registrar's office. Hospitalization, contagious diseases or illness, which requires direct medical care by a physician, will constitute an exception.

Attendance Review – Upon the 8th absence, parents will be notified and an Attendance Review Meeting will be held with the Principal (s), Teacher(s), and Counselor. The committee will make a decision as to whether the student receives a passing grade and/or grade advancement. The parent will need to speak with the principal or counselor with each additional absence at which time the committee will determine whether or not it is an issue that requires a referral to the District Attorney. No communication at all from the parent may result in immediate referral to the District Attorney.

Reporting Absences – If your child is going to be absent from school, please notify the school **by 10:00 a.m.** Please call the respective school office to report absences so they are not counted as truant.

RECORDS REQUEST

For any requested school records: attendance, birth certificate, immunizations, transcripts, etc..., parents/guardians email Dusty Livingston, Registrar dlivingston@newcastle.k12.ok.us Records will be ready for pick-up the following day.

BAD WEATHER / EMERGENCY SCHOOL CLOSINGS

School may be dismissed early or canceled due to bad weather conditions. The school notification system will be activated as soon as the decision is made to close school. **Please do not call the school.** We MUST keep our phone lines open for emergency communication. If possible, the decision to close will be made as soon as it is appropriate and will be sent out through the school notification system. It will also be reported to the local news channels for broadcast.

TORNADO EVACUATION

During severe weather conditions, our administrative staff is in constant contact with Emergency Management, as well as the Police and Fire Departments. **When the decision is made to evacuate to the Tornado Shelter, we must do so very quickly to ensure student and staff safety.** Therefore, students will not be checked out through the office once evacuation procedures have begun. Parents can meet students at the shelter to checkout once they are accounted for and at an appropriate time.

SCHOOL COUNSELING SERVICES

Classroom Guidance Counseling – scheduled meetings with individual classrooms to teach relevant topics. Scheduled appointments with individual classes to meet and deal with issues that may arise throughout the school year.

Small Group Counseling – these groups are arranged and scheduled as the need arises and may include divorce, friendship, grief, conflict-resolution, self-esteem groups.

Individual Counseling – may be requested by students, school personnel, and/or parents/guardians. Parents are encouraged to communicate and seek additional help for their child by contacting the counselor and scheduling appointments through the elementary office. All counseling is handled in a confidential environment.

Licensed Professional Counselor - FrontlineFamily Solutions - This partnership allows a LPC to be onsite and can be referred by administration, school counselors and/ or parents/guardians.

PERSONALLY IDENTIFIABLE INFORMATION

Addressed in board Policy-EG Directory information www.newcastle.k12.ok.us

If you do not want Newcastle Public Schools to disclose any or all of the types of directory information from your child's education records without your prior written consent, you must notify Newcastle Public Schools in writing by September 1.

CLASS PARTIES/DELIVERIES

Due to the overwhelming amount of deliveries that occur during the Valentine's Day celebrations, the school cannot allow deliveries on this day.

Birthdays – If a parent wishes to celebrate his/her child's birthday at school, the parent should first contact the child's teacher at least one day in advance. Birthday celebrations are to take place in the classroom only (no cafeteria parties). Please do not bring gifts for your child to open at school. Balloons and flower deliveries will be accepted for birthdays only. **ALL party favors must fit into the child's backpack.**

If you would like to invite students to a birthday party outside of school, please send enough invitations for the entire class, or enough for all the girls, or all the boys. Teachers will assist the students in passing out the invitations. We will not provide invitation deliveries to students in other classes.

FOOD FOR PARTIES/SNACKS ALL food for parties and snacks MUST be store purchased/packaged. Home-made/baked goods will not be allowed.

PROMOTION AND RETENTION

Parent and teacher communication is critical to give the students the best possible learning environment. If at any time concerns arise regarding inadequate progress, it will be communicated either in writing, through graded work checked by the parent online, or with a phone call / conference. At the first sign of an academic problem, the teacher will utilize the school's resources to intervene and bring your child up to grade level. If no progress is made, the recommendation may be retention. This is a decision that will not be made without considerable deliberation on the part of the professional educator and the team of interventionists brought in to assist. If a student has "Inadequate Attendance," (guidelines outlined), he/she also is a candidate for retention.

According to HB 1056, a parent may appeal to the Board of Education. This process is started by contacting the Board Secretary to request being added to the Board Agenda to appeal the retention. The decision of the Board is final.

NOTE: According to State Law, any third grade student not reading on grade level will be retained unless they qualify for a Good Cause Exemption, show grade level proficiency on a state approved reading screening instrument, or are promoted by the Student Reading Proficiency Team.

(see <https://sde.ok.gov/sites/default/files/documents/files/2019-RSAFamilyGuide-successfulreader.pdf>)

There will be no appeal process in this situation.

STUDENT PROGRESS

1 quarter = Nine Weeks - Two quarters = 18 weeks or one semester

Report Cards – Grades 2-3 will be sent out at the end of each nine weeks. Grades 4-5 nine weeks grades will be posted in Infinite Campus and semester grades will be printed and sent home for signatures.

Weekly folders – folders will be sent home with the students weekly. Parents should carefully look through their child's folder, removing graded papers and reading enclosed notes from the school. The folder should be signed and returned to school the following day.

Parent Portal: Elementary parents email Dusty Livingston at dlivingston@newcastle.k12.ok.us. Please include the student's name, date of birth, and address in order to set up a Parent Portal account.

Daily Progress- Parents of 4th & 5th grade students are able to access student grades at any time by visiting the parent portal at the following address: <https://www.newcastle.k12.ok.us>

TEXTBOOKS/LIBRARY BOOKS

Students are assigned textbooks to use throughout the school year. Textbooks are the responsibility of the student. Students must replace/pay for lost or damaged books.

Students in 2nd - 5th grade visit the library as a class during specials and may select a book to check out and read; the library is open at other times for drop-ins. Students are responsible for the care of materials they have checked out and must reimburse the school library for lost or damaged library books.

SEARCHES

Students have no reasonable expectation of privacy in school lockers, desks, or any other school property—without notice or reason. School authorities may search a student, a student's cubby, locker, and desks under the circumstances outlined below, and may seize any illegal, unauthorized, or contraband materials discovered in the search. Student cubbies, lockers, and desks are school property and remain under the control of the school district. Students assume full responsibility for items placed in school property and should not expect privacy, because school property is subject to search at any time by school officials without notice, student consent, or a search warrant. The following rules apply to the search of school property assigned to specific students (e.g., cubby, locker, desks, etc.) and the seizure of items in their possession:

1. School authorities should have reasonable suspicion that the student has something in his/her possession that is evidence of a crime or rule violation.
2. General searches of school property may be conducted at any time.
3. Search of an area assigned to a student should be for a specific item and be in his/her presence in most situations.
4. Illegal items (e.g., firearms, knives, weapons, etc.) or other possessions determined to be a threat to safety and security of others may be seized by school authorities.
5. Items used to disrupt or interfere with the educational process may be temporarily confiscated.

School buildings/grounds/bus stops/field trips/home athletic events, and school sponsored events are considered locations where school policies are expected and enforced. Locks are not permitted to be used on school property, therefore students are responsible for their own property when storing items in their cubbies, lockers and desks.

CAFETERIA

Elementary- breakfast is served from 8:20 - 8:40 am..

Lunch is served by respective grades between 10:45am and 1:10 pm.

Parents are welcome to check their child out for lunch but are not permitted to eat with their child in the cafeteria.

FREE & REDUCED LUNCHES

Applications must be submitted each year for free and reduced lunches. Starting this year, applications are online to protect the privacy of our families and ensure their comfort so our families that need the help will apply for this program. If a new application is not submitted, students will be charged the normal price of breakfast and lunch. Please at least sign, return and note that you do not qualify if you know that you do not, because these forms are VERY critical to our school funding.

MEAL PAYMENT POLICY

If for some reason you get behind on meal payment, our school district allows a student to charge up to \$6.00. The first meal will be free, but after that accounts will be charged. Students may also pay for seconds. **PAYMENTS MAY BE MADE ONLINE ON THE NEWCASTLE WEBSITE.**

BRING LUNCH TO YOUR STUDENT

Times and Places to deliver meals:

3rd Grade - 11:25 to the Lower Elementary Building

4th Grade 9:40 to the Lower Elementary Building (before specials, because they do not come back to their classrooms)

2nd Grade - 10:40 to the Lower Elementary (before specials, because they do not come back to their classrooms)

5th Grade - 12:20 to the Upper Elementary

CAFETERIA RULES

1. The students will enter the cafeteria in a quiet and appropriate manner. Students are allowed to talk quietly to the students sitting around them.
2. Do not throw or play with food. If food is dropped, pick it up.
3. Students must raise their hand to ask a duty teacher for permission to leave their seat for any reason.
4. No food or drinks can leave the cafeteria.

Consequences for continued failure to follow cafeteria rules: The students may be removed from the group. Recess privilege may be removed. Cafeteria clean-up duties may be assigned.

FIELD TRIPS

Transportation to and from field trips is provided by the school. Only students enrolled in our school are allowed to ride the buses to and from field trips. All students must be in class the day of the field trip to participate. We lose school funding when a student goes directly to the site of a field trip. Therefore, if the students go directly to the field trip site, they will not be considered part of the school group and are counted absent. If a student leaves early from the field trip, they must check out face to face with their homeroom teacher, not through a text message. If a student leaves with a third party, please complete the Third Party Transfer Form https://www.newcastle.k12.ok.us/Downloads/Third%20Party%20Student%20Transport_Fillable.pdf . This form must be completed by the parent/guardian and turned into their teacher before the class leaves on the field trip.

BUS/TRANSPORTATION RULES

Riding the bus is a privilege; therefore, the consequences for misbehavior will be revocation of the privilege in order to keep the bus safe.

Click on the link below for our District Transportation expectations and discipline matrix

[NPS Bus Rider Expectations](#)

PLAYGROUND RULES

1. Play only on designated playground areas.
2. All students are expected to go outside to play during recess. If your child is not able to go outside due to health concerns, please contact their homeroom teacher to make arrangements.
3. Use playground equipment in the manner for which it was intended. Follow rules & take turns.
4. If a ball should be hit or kicked from the playground area, permission to retrieve it will be given by the teacher on duty.
5. When the bell rings or whistle blows, stop playing at once, and prepare to go inside.

TEMPERATURE

If the wind chill is below 32 degrees, or if the heat index is over 99 degrees, we will have indoor recess. We use the web site www.kfor.com or www.newsok.com for our official temperature. No matter what the weather is like, please dress students appropriately.

PHYSICAL EDUCATION

State law mandates that all elementary students receive an average of 60 minutes per week of physical education. We can allow students to sit out with a parent's note for 2 consecutive days, however, any longer than that will require a doctor's note.

Attire for physical education- must have shoes that enable them to safely participate (tennis shoes are recommended). If a child wears flip-flops, snow boots, sandals, etc., it will inhibit their ability to participate safely.

EXEMPTION FROM PHYSICAL ACTIVITIES

If a child is to be excused from any school activities, such as physical education or recess, a note from the parent will be required. A physician's excuse is required if a child is to be excluded from physical activity for more than 2 days.

SCHOOL HEALTH

Regular attendance at school is important, and we urge parents to observe their children daily for signs of illness. In order to prevent contamination of other students and staff, we require that the following School Health Guidelines be observed:

Children who exhibit one or more of the following symptoms will be sent home. These students will be picked up in the nurse's office/front office. The nurse/office staff will contact the family and/or contacts listed on the child's records. Please note that if the nurse/office staff sends a student home, that day and the next will automatically be verified. The nurse/office staff will record the absence as verified in the student data management system.

1. Children who have a temperature of 100 or higher will be sent home. The child may return to school once they have been fever free for 24 hours without the use of a fever reducer.
2. A rash or skin eruptions (ringworms, scabies, impetigo, chickenpox).
3. Excessive nasal discharge with a fever.
4. Excessive coughing.
5. Diarrhea/Vomiting- Various factors must be evaluated- However, if our school's Registered Nurse makes the judgment that the student should go home, this decision will stand. The child may return once they have been diarrhea/vomit-free for 24 hours.

PETS

Due to various individual allergies, we cannot allow pets without prior approval of the teacher and/or principal.

EMERGENCIES/FIRST AID

Minor cuts and abrasions will be cleaned and covered with a bandage. We are not allowed to use any type of spray or ointment. In case of serious injury or illness/health emergency, we will make every effort to contact the parents or guardian, however, it is our school district's policy to first call paramedics. The district is not responsible for any transportation and/or medical costs associated with emergency care.

OTHER NURSE'S OFFICE REQUIREMENTS:

Contagious Disease- Any child having a contagious disease is prohibited from attending school according to State Law Title 63 Section 2601. Furthermore, the statute requires a written authorization from a health care provider that the child is no longer afflicted with a contagious disease before re-entry to school can occur.

MEDICATION

It is recommended to give medications at home if possible. If it is necessary that a medication be administered by school personnel during school hours, the following procedure must be followed:

1. All medications must be brought to the office by the parents/guardians. Students are not allowed to carry medications on their person at any time. The only exceptions are emergency medications such as rescue inhalers, epi-pens and insulin with the appropriate consent form on file.

2. A student who needs to take a prescription medication must have the appropriate medication consent form signed by the physician and parent before the medication can be brought to and kept at school.
3. The parent/guardian will promptly notify the school of any changes in the administration of this medication by providing the school with a new medication consent form with physician signature. Written or verbal changes from parent/guardian CANNOT be accepted.
4. Non-prescription medications brought from home and kept at school will also have to have a permission form signed by parent or guardian. The school cannot accept out of date medication.
5. Medicine must be brought and left at school in original containers with all instructions and pharmacy labels clearly visible. The pharmacy will dispense an additional prescription label and bottle for school if requested by the parent/guardian. Medication cannot and will not be accepted in bags or envelopes.
6. Medication and medication forms must be kept in the office.
7. Asthma inhalers and Epi-pens must be kept in the office unless a form for “Self-Administering Asthma Inhalants” has been completed by all parties involved parents, physicians, and school nurse.
8. All medications must be picked up by the last day of school. If not, it will be destroyed.

IMMUNIZATIONS

State Law mandates that all students attending public schools must have current and up-to-date shot records, or State Waiver to be on file.

HEAD LICE - Newcastle Schools has a “No-Nit Policy”.

Newcastle Schools has adopted the following regulations with regard to the effective treatment and prevention of head lice. Parents are advised that no treatment alone will rid a lice infestation and **the nits must be picked out one by one**. Absence of lice and nits will be proof of management and the child will be readmitted to school. WARNING—Even though a parent might think that the constant re-application of lice shampoos, etc. may end the infestation, they actually risk poisoning the child and serious medical repercussions. (Lice shampoo/treatments are pesticides.)

NOTE: You must follow this 3-step method to stop a lice infestation!

1. Treat all family members with a lice shampoo- it kills the live bugs NOT the eggs (nits). 7 days later you can treat one more time to catch any bugs that you may have missed.
2. You MUST pluck each individual nit from the hair. There is no product that is effective in releasing the glue that holds them to the hair shaft.
3. You MUST treat all bedding, brushes, coats, jackets, etc. that may also be infested.

When a student is found to be infested with head lice and/or nits:

1. Parents will be notified of the condition and the need for the child to be picked up from school. If parents cannot be reached the child will be placed in modified isolation and a letter sent with them at the end of the day.
2. The student’s parents must accompany the child to the nurse’s office for re-admission at which time the nurse or designee will inspect the child’s head.
3. If no nits or lice are found, the child will be readmitted. If any nits or lice are found, the student is not readmitted and will be sent home with the parent. The parent must return with the child each day until cleared by the nurse or designee.

SUSPECTED CHILD ABUSE

Oklahoma statutes define child abuse as harm or threatened harm to a child’s health, safety, or welfare by a person responsible for the child. This includes non-accidental physical or mental injury, sexual abuse, or neglect (Title 10, Section 7102). Threats of suicide, self-harm, or evidence of self-harm is included in this category as well.

Furthermore, every person, private citizen or professional, who has reason to believe that a child has been abused, is **mandated** by law to report it to the Department of Human Services. Educators who do not report their concerns to DHS face the risk of losing their certification and having charges filed against them personally.

FERPA

The Family Educational Rights and Privacy Act (FERPA) grants parents and eligible students the following rights:

1. The right of a student's parent or an eligible student to inspect and review the student's educational records;
2. The right of a student's parents or an eligible student to seek to correct parts of the student's educational record which he/she believes to be inaccurate, misleading, or in violation of the student's rights. This right includes the right to a hearing to present evidence that the record would be changed if the District decides not to alter it according to the parent or eligible student's request;
3. The rights of any person to file a complaint with the Department of Education if the Newcastle School District violates FERPA;
4. The right to obtain a copy of the FERPA from the central office at the cost of 25 cents a page;
5. The intent of the Newcastle School District to limit the disclosure of the information contained in the student's educational records except:
 1. by prior written consent of the student's parents or the eligible student;
 2. as directory information; or
 3. under certain limited circumstances as permitted by FERPA.
6. The District will arrange to provide translations of this notice to non-English speaking parents in their native language.

Hatch Amendment

The School District is committed to enforcing the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C 1232h, included in the Goals 2000 Educate America Act of 1994. PPRA applies to all funding provided by the United States Department of Education and seeks to protect the rights of parents to inspect or survey instructional materials if these materials or surveys are funded by the United States Department of Education.

With respect to survey activities, survey materials, evaluation materials, instructional materials used by students and funded by the United States Department of Education, the school district will:

1. Make such materials available for inspection by parents.
2. Obtain written parental consent if students are required to participate in a survey, analysis or evaluation that reveals information such as
 - Political affiliation
 - Mental and psychological problems potentially embarrassing to the student and his/her family
 - Sexual behavior or attitudes
 - Illegal or self-incriminating behavior (such as use or possession of tobacco, alcohol, or other drugs)
 - Critical appraisals of other individuals with whom respondents have close family relationships
 - Legally recognized privileged or analogous relationships, such as those of lawyers, doctors, and ministers.
 - Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such programs).

BILL OF RIGHTS

The school district is in compliance with the Parents' Bill of Rights. Additional information is available for parents in the school policy manual on this subject. Parents may submit written requests to obtain the specific information listed in the Parents' Bill of Rights law during regular school business hours by contacting the building principal or the superintendent. Additional information can be located in the Board of Education Policies (Newcastle.k12.ok.us) XX.

SPECIAL EDUCATION

This notice is to inform parents of the child identification, location, screening, and evaluation activities to be conducted throughout the year by the local school district in coordination with the Oklahoma State Department of Education. Personally identifiable information shall be collected and maintained in a confidential manner while carrying out the following activities:

Referral: Preschool children ages 3 through 5 and students enrolled in K-12 who are suspected of having disabilities which may require special and related services, may be referred for a screening evaluation through the local schools. Our local school district coordinates with the Sooner State Early Intervention Program in referrals for identification and evaluation of infants and toddlers who may be eligible for early intervention services from birth through 2 years of age, or for special education and related services beginning at 3 years of age. The Oklahoma Area-wide Service Information System (OASIS), through a toll free number (1-800-42OASIS), also provides statewide information and referrals to local schools and other service providers.

Screening: Screening activities may include vision, hearing, and health. Other screening activities may include review of records and educational history, interviews, observations, and specially developed readiness or educational screening instruments. The Regional Education Service Centers provide assistance and consultation to local schools in these efforts.

1. Readiness Screening: Personally identifiable information is collected on all kindergarten and first grade students participating in school-wide readiness screenings to assess readiness for kindergarten and first grade. Results of the screening are made available to parents or legal guardians, teachers, and school administrators. No child shall be educationally screened for readiness or evaluated without notice to the child's parent or legal guardian.

2. Educational Screening: Educational screening includes procedures for the identification of children who may have special learning needs and may be eligible for special education and related services. Each school district in the state provides educational screening. Educational screening will not be administered to a student whose parent or legal guardian has filed a written objection with the local school district. All students shall be screened as needed or upon the request of the parent, legal guardian, or teacher. Students entering the school system from another state, a district within the state that has not provided a previous educational screening, or who have been homeschooled, shall be educationally screened within 6 months from the date of entry.

Evaluation: *Evaluation* means procedures used in accordance with federal laws and regulations to determine whether a child has a disability and the nature and extent of the special education and related services that the child needs. This may involve procedures being used selectively with an individual child and does not include basic tests administered or procedures used with all children in a school, grade, or class. The parent or legal guardian must provide written consent for evaluation. The consent form must be on file with the local district prior to any child receiving an initial evaluation for the purposes of special education and related services.

Collection of Personally Identifiable Information:

Educational records which contain personally identifiable information shall be collected by schools for identification, location, screening, and evaluation of children. These records shall be maintained in accordance with Family Educational Rights and Privacy Act and the *Policies and Procedures for Special Education in Oklahoma*. School districts shall develop and implement a local policy regarding the collection, storage, disclosure, and destruction of confidential student records. Parents may obtain a copy of the local policy from the District's administrator.

For further information, contact Angela Green, at 101 N. Main St, Newcastle, OK 73065. Telephone (405) 387-6304.

INTERNET ACCESS AND ACCEPTABLE USE POLICY

General: The Internet is an electronic highway connecting a multitude of computers throughout the world. Through the Internet, students and employees have access to electronic mail (e-mail), news, databases, library resources, and a wide variety of other information sources. The District provides a wide variety of opportunities for students and employees to use the District's computers to access the Internet. Through the Internet, it is possible to access material which may contain illegal, defamatory, inaccurate, pornographic, and/or offensive content. Due to the nature of the Internet, the District cannot guarantee that students and employees will not access such material. However, the District is committed to enforcing a policy of Internet safety and monitoring the Internet activities of its students.

The District makes no warranties of any kind, either express or implied, regarding the Internet access being provided. The District shall not be responsible for any damages users suffer, including but not limited to loss of data resulting from delays or interruptions in service. Nor shall the District be liable for the accuracy, nature, or quality of information stored on District's computer equipment or of information gathered through Internet

access provided by the District. However, the Administration shall develop, implement, and maintain regulations and forms to restrict the use of the District's computers and Internet access to legitimate and acceptable purposes and to regulate students' and employees' privilege of access and use. The District shall install and operate computer software programs which restrict access to certain materials, such as material which depicts nudity, sex, sexual acts, excretion, and exhibition of genitals and which, taken as a whole, lacks serious literary, artistic, political, or scientific values. Students who are granted access to the Internet shall receive instruction regarding safety and security when using electronic mail, chat rooms, and other forms of direct electronic communications and the disclosure, use, or dissemination of personally identifiable information.

Acceptable Uses: The District's computers, equipment, and software are intended for administrative, educational, and research purposes only and shall be used only in accordance with Administrative Regulations. Acceptable uses of the District's computers and the Internet are activities which support learning and teaching or which promote the District's mission and goals.

Prohibited Uses: According to Administrative Regulations, the District's computers and Internet access (including e-mail) provided by the District shall not be used:

1. To violate an individual's right to privacy;
2. To access materials, information, or files of another person or organization without permission;
3. To violate the copyright laws or software licensing agreements;
4. To spread computer viruses;
5. To deliberately attempt to vandalize, damage, disable, or disrupt the District's property or the property of any other individual or organization;
6. To locate, receive, transmit, store, or print files or messages which are profane, obscene, or sexually explicit, or which use language that is offensive or degrading to others;
7. To distribute religious materials;
8. To campaign for or against any political candidate or ballot proposition or for political lobbying, except as authorized by law;
9. For any commercial purpose unless authorized by the Administration or Board; or
10. To engage in any illegal activity.

Consequences for Misuse: The use of the District's computers and the Internet access provided by the District is a privilege, not a right. Any student or employee who inappropriately uses the District's computers or the Internet may have the privilege of using the computers or the Internet denied, revoked, or suspended and may be subject to other disciplinary sanctions.

No Expectation of Privacy: No student or employee shall have any expectation of privacy in any electronic mail being sent or received by the District's computers or District-provided Internet access. The District's system operators may access any electronic mail and may delete any inappropriate materials from any electronic mail sent or received using the District's computers or District-provided Internet access.

Use of Software: Students are prohibited from installing, copying, or downloading any copyrighted material or software on District's computer hardware. Employees are prohibited from installing, copying, or downloading any copyrighted material or software on District's computer hardware without the express written consent of the copyright holder and the approval of the appropriate administrator or system operator.

Remote Internet-based Courses: The District may allow for students to complete required course work through remote Internet-based courses in accordance with the rules, regulations, and/or guidelines adopted by the State Board of Education.

VIRTUAL / DISTANCE LEARNING GUIDELINES

Please refer to the Distance Learning Resources page on Newcastle Public Schools website:

<https://www.newcastle.k12.ok.us/ContinuousLearningResources.aspx>

Virtual/Distance Learning attendance will be determined based on contact with the teacher on a virtual day. Work assigned on Virtual/Distance Learning days will count towards overall student progress.

STUDENT CODE OF CONDUCT

All students are expected to behave in a manner acceptable to everyone concerned - other students, teachers, administrators, and society in general. All students are under the authority of the principal, teachers, bus drivers, and school personnel. **Students suspended or expelled from school are not allowed on school properties or to take part in any school sponsored activities.** Expulsions may be for the current and following semesters.

Parents are crucial in the support given to their children and the school. It will be our aim to work with students and parents in a positive manner. It is of utmost importance for teachers and parents to communicate in order to work together for the best interest of students. Parents will be contacted by the school through notes home, mail or by telephone concerning all disciplinary actions administered by school officials.

DISCIPLINE AND CONTROL POLICY

IMPLIED AUTHORITY - A school district . . . may exercise those powers necessarily implied, or delegated by law to any other agency or official. (70 O.S. § 5-117; S.L.O. § 68) The teacher or administrator shall have the same right as a parent or guardian to control and discipline a child while the child is in attendance in school, in school vehicles to or from the school, or while attending or participating in any school function authorized by the school district. All students enrolled in Newcastle Elementary will be expected to abide by the rules and regulations set forth by the administration, teachers, and the board of education while in attendance at school-sponsored activities, or while being transported to or from school or school-sponsored activities in district-owned transportation equipment. Any student who disobeys the rules or shows disrespect for any teacher and/or school property will be subject to disciplinary action. The disciplinary action taken will depend on the severity and frequency of the violation.

FIGHTING

Cases of assault, which is the violent and forceful physical or verbal attack of another student or school employee, will not be tolerated. **The district reserves the right to turn these cases over to law enforcement.** **First Offense: May result in (3) three to ten (10) days suspension plus an evidentiary hearing, which could lead to suspension for up to one year.**

BICYCLE / SKATEBOARDS, ETC.

Skateboards are prohibited at Newcastle Elementary School. Newcastle Schools are not responsible for bicycles or other equipment brought on campus. Students are only allowed to ride bikes on campus to and from school during hours of operation. Failure to follow this rule will result in losing this privilege. Helmets are recommended when using bicycles.

BULLYING

Bullying, including but not limited to social media, will not be tolerated. Our school defines bullying as **“A person is being bullied when he or she is exposed, repeatedly and over time, to negative actions on the part of one or more other persons.”** ~Dan Olweus

Punishment will be determined by the severity of the incident(s). Additional information can be located in the Board of Education Policies (Newcastle.k12.ok.us) E1-R1.

CHEATING / PLAGIARISM

A grade of zero (0) will be given for all work resulting from the cheating/plagiarism of the student and any student who assisted the student to cheat. More severe punishment may be enacted based upon individual circumstances.

DISRUPTION OF SCHOOL

A student shall not use violence, force, noise, coercion, threats, intimidation, fear, passive resistance, or any other conduct to intentionally disrupt or obstruct any lawful mission, process, or function of the school. A student who fails to comply with directions of teachers, student teachers, substitute teachers, teacher aides, principals, or other authorized school personnel during any time when he/she is under the authority of school personnel shall be in violation of school rules and regulations.

DRESS CODE

Unless designated by a special “Theme Day” at school the following dress code applies. Therefore, the following dress and personal appearance code has been developed and officially adopted by the Newcastle Board of Education. The following articles and types of apparel are not considered suitable for school purposes and **WILL NOT BE PERMITTED** unless authorized by the principal:

1. Shorts should cover the student’s posterior and backside to an appropriate length as deemed permissible by the school’s administration team;
2. Shorts or tights should be worn under skirts or dresses to cover undergarments;
3. Revealing tops off the shoulder or athletic jerseys without a T-shirt underneath, shirts that expose undergarments, **see-through blouses; tops with spaghetti straps; halter tops;**
4. **Tops and pants must meet at all times** (E.g., No exposed skin when standing, sitting, or when arms are raised.) No exposed cleavage and/or undergarments;
5. Apparel with reference to drugs, alcohol, tobacco, gestures or slogans that are vulgar, including any item, jewelry, or clothing that promotes or imitates sexual innuendos, wording, or content (Ex., Hooters, Big Johnson, Playboy, or any other sexual innuendo or implication.);
6. Pajamas, pajama pants, or house shoes (slippers) permitted on spirit days only;
7. Bandanas, Do rags, or head-scarves;
8. Pants must be worn at the waist and may not drag on the floor. A belt may be required to meet this policy; Jeans with large frayed holes above the pockets;
9. Long coats/trench coats;
10. Chains or spike collars;
11. Any article of clothing that disrupts the learning process;
12. Extreme hair colors and/or extreme hairstyles that disrupt the educational process;
13. Students are not allowed to write on each other’s bodies or clothing at school.
14. Hats, caps, no hoods (hoodies) and sunglasses may not be worn inside the building. Permitted on spirit days only;
15. Tennis shoe skates (heelys) and cleats are not allowed.

DRESS CODE VIOLATIONS

A student who violates the dress code will be required to change or cover the article of clothing. The violation will be documented and the parent notified. Future dress code violations may result in additional consequences up to possible out-of-school suspension. See District Policy EH.

TOYS AND FIDGETS

Students are not allowed to bring toys or fidgets to school without permission from their classroom teacher.

DRUGS & ALCOHOL POLICY

Students shall not knowingly possess, use, transmit, sell, be under the influence of, show evidence of having used any steroid, narcotic or hallucinogenic drug, stimulant, counterfeit drug, amphetamine, barbiturate, marijuana, alcoholic beverage, low-point beer, or intoxicant of any kind while in any way connected with the school during regular hours, school activities, or going to and from school. Drug possession shall also include improper use of nonprescription and prescription medication.

Whenever a teacher recognizes that a student may be under the influence of alcoholic beverages, as defined in §2-101, Title 63 of the Oklahoma Statutes, he/she will notify the principal or his designee. The principal, or designee, then immediately notifies the superintendent, or designee, and a parent/guardian; as well as, law enforcement.

Students who violate this policy may be subject to suspension or expulsion based upon the severity. See District Policy E1.

GANG AND GANG-RELATED BEHAVIOR / INCIDENTS

Gangs can be defined as any assembly of three (3) or more people who gather together on a continuing basis, whose purpose, school authorities believe, is to commit anti-social behavior or to violate school policy. Gang-related behavior/incidents are any behaviors or events which disrupt school activities or which foster, enhance, or encourage gang activity in our school. All gang-related activity will be referred to proper legal authorities. Repeated offenses will result in a temporary suspension with a parent conference/hearing before the student is readmitted to school.

The following are considered to be gang-related behaviors and are prohibited at our school:

1. Possessing, wearing, using, distributing, or displaying any sign, symbol, badge, color, or other item that is evidence of affiliation with or membership in a gang. Students will not be permitted to wear pants below their waistlines (sagging) or wear caps, bandanas, handkerchiefs, or any other items associated with gang-related behavior.
2. Any act, either verbal or non-verbal, including gestures, expressions, handshakes, etc., that may indicate an affiliation with or membership in a gang.
3. Any act of intimidation, threats, "pay for protection," or any other behavior of potential violence.
4. Any act that may further interest in gang affiliation or membership.
5. Writing, painting, or inscribing gang-related graffiti including messages, symbols, or signs on school property.
6. Assembling or congregating as a gang or members of a gang for any purpose.

MISINFORMATION

Willfully giving misinformation by commission (lying) or omission (misinforming by remaining silent) violates school rules.

TOBACCO & TOBACCO RELATED PRODUCTS

Possession by students of tobacco, tobacco related products, vapes, and e-cigarettes is prohibited at school or school-sponsored activities. Possession of tobacco products by a minor is a misdemeanor and will be reported to law enforcement. See District Policy E1.

ELECTRONIC DEVICES

Students will be allowed to use electronic devices as deemed appropriate by the classroom teacher. If a student brings a device from home, the school **will not** be responsible for any loss, theft or damage to the device. Electronic devices must stay put away throughout the day until students are loaded in their transportation. Electronic devices can be used as permitted through Administration's discretion and teacher permission. Consequences for misuse may range from parents picking up the device from the office, loss of privileges, to possible suspension. Any and all electronic devices, including but not limited to cell phones, smart phones, tablets, laptops, or any other type of mobile electronic device, have a reduced expectation of privacy once they enter any school zone and may be subject to confiscation and/or search should a school violation be suspected. Possession and/or use of any personal electronic device is a privilege, not a right, that is extended to the student, which, at the discretion of the school, may be revoked should circumstances warrant.

PROFANITY / OBSCENITY / PORNOGRAPHY

The use of obscene language constitutes a serious offense and is in direct violation of school policy. A student who engages in such acts will receive severe discipline that could result in In-School suspension, suspension, or expulsion from school. Pornography in any form is unacceptable. Students in possession of pornographic materials may be subjected to ISS, suspension, or expulsion from school. The principal, or designee, then immediately notifies the superintendent, or designee, and a parent/guardian; as well as, law enforcement. See District Policy E1.

PUBLIC DISPLAY OF AFFECTION (PDA)

Inappropriate physical contact, including, but not limited to, intimate touching, kissing, etc., at school or a school-sponsored activity is prohibited.

THREATS

No verbal or written threat will be tolerated. Verbal or written threats toward teachers, students, school personnel, or school property could result in short-term or long-term suspension, depending on the circumstances. All threats will be reported and evaluated by qualified threat assessment personnel.

SEXUAL HARASSMENT

Sexual harassment is defined as: (1) Unwelcome sexual advances; (2) Requests for sexual favors; or (3) Other verbal or physical conduct or communication of an intimidating, hostile, or offensive sexual nature. Forms of Sexual Harassment: (1) Verbal; (2) Non-verbal; (3) Physical. Sexual harassment of students, employees, or volunteers is unlawful under both Oklahoma and federal law. The school district will not tolerate sexual harassment, false reports of sexual harassment, or retaliation against persons reporting allegations of sexual harassment or cooperating in the investigation of such complaints. **SEXUAL HARASSMENT COULD RESULT IN SHORT-TERM OR LONG-TERM SUSPENSION.** See District Policy E1.

SEXUAL HARASSMENT COMPLAINT PROCEDURE

Students who believe they have been subjected to sexual harassment should promptly notify the building principal or guidance counselor. Complainants are encouraged to report any conduct, statements, or physical contact that makes them feel uncomfortable.

VANDALISM AND PROPERTY DAMAGE

Our school building and equipment cost the taxpayers to purchase, construct, and maintain. Students who destroy or vandalize school property (including textbooks) will be required to pay for losses or damages. If students willfully destroy school property, suspension and subsequent expulsion may be necessary. If students should happen to damage something by accident, they should immediately report it to a teacher or the office. See District Policy E1.

WEAPONS AND DANGEROUS INSTRUMENTS

A student shall not possess, handle, or transport any object that may be considered a weapon. The term, "dangerous weapon," shall mean pistol, revolver, any instrument or knife, sharpened metal file, comb of any length with a pointed, sharpened handle, Billy club, loaded cane or club, metal knuckles, razor, hand chain, or other offensive weapon. Each incident involving a weapon or facsimile thereof will be subject to the following appropriate Oklahoma Statutes.

A. Students who possess or use any firearms or dangerous weapons during school time, on school premises, on school buses, or during school-sponsored activities will be subject to suspension for up to one year and no less than one semester. Any decision otherwise must be approved by the Superintendent of Schools.

B. Students who possess or use any dangerous or annoying device or item that could be used as a weapon or other weapons used for assault during school time, on school premises, on school buses, or during school-sponsored activities may be expelled for up to one year and no less than one semester. Any decision otherwise must be approved by the Superintendent of Schools.

C. Any reported case of possession of a dangerous weapon will be turned over to the appropriate law enforcement agency for investigation. See District Policy E1.

StopIt App

Students and Parents can report any unwanted behavior to school administration using the stopit app. See district website www.newcastle.k12.ok.us for more information.

Elementary: NewcastleEL6388

DISCIPLINE

Students who violate school rules may be subject to, but are not limited to the following consequences, at the discretion of the principal : verbal warning, loss of privileges, detention, bus suspension / removal, in-school detention, short-term suspension, long-term suspension, permanent expulsion, police involvement.

TRANSFERS-OPEN/EMERGENCY

Information can be located on the district's website www.newcastle.12.ok.us in the Board of Education Policies (Newcastle.k12.ok.us) EB.

ASBESTOS NOTIFICATION

In the past, asbestos was used extensively in building materials because of its insulating, sound absorbing, and fire retarding capabilities. Virtually any building constructed before the late 1970s contained some asbestos. Intact and undisturbed asbestos materials generally do not pose a health risk. Asbestos materials, however, can become hazardous when, due to damage or deterioration over time, they release fibers. If the fibers are inhaled, they can lead to health problems, such as cancer and asbestosis.

In 1986, Congress passed the Asbestos Hazard Emergency Response Act (AHERA) which requires schools to be inspected to identify any asbestos containing building materials. Suspected asbestos-containing building materials were located, sampled (or assumed) and rated according to condition and potential hazard. Every three years, Newcastle Public Schools have conducted a re inspection to determine whether the condition of the known or assumed asbestos containing building materials (ACBM) has changed and to make recommendations on managing or removing the ACBM. At the last re-inspection conducted on September 12, 2012, ALL BUILDINGS within Newcastle Public School District were inspected and found to contain NO ASBESTOS BUILDING MATERIALS; therefore, no operations and maintenance programs or future inspections are required.

MODEL NOTIFICATION OF RIGHTS UNDER THE PROTECTION OF PUPIL RIGHTS AMENDMENT (PPRA)

Newcastle Public Schools has developed policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. Newcastle Schools will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. Newcastle Schools will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parents to opt his or her child out of participation of the specific activity or survey. Newcastle Schools will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate date of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and survey listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

- Collection, disclosure, or use of personal information for marketing, sales, or other distribution
- Administration of any protected information survey not funded in whole or in part by the Department of Education.
- Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with: Family Policy Compliance Office U.S. Department of Education, 400 Maryland Avenue, SW, Washington, D.C. 20202

MCKINNEY-VENTO HOMELESS ASSISTANCE ACT

Under this law, your district's designated homeless student liaison must provide public notice of the education rights of homeless students. The district is required to disseminate the notices in places where homeless students receive services, such as school, family shelters and other programs that make food or meals available to the homeless population. You can find more information for parents and youth at <http://ok.gov/sde/title-x-part-c>, and <http://www.serve.org/nche>.

Newcastle High School

22-23 Proposed Handbook Revisions/Deletions/Additions

21-22 Handbook Language

Proposed 22-23 Handbook Changes

As a graduating senior, students must comply with the guidelines provided herein in order to participate in the graduation ceremony. The official ceremony is a formal school event and participation in this event is a privilege, not a right.

Guidelines for the commencement ceremony include the following:

A student shall be a graduate of Newcastle High School and be entitled to a high school diploma when the student is in good standing, has been enrolled in at least one semester for course credit during the current school year, and has successfully completed the minimum number of credits established by the district for graduation.

A student participating in commencement exercises will be required to abide by the school discipline and dress code as outlined in the Student/Parent Procedures Manual.

Students who do not have 20 credits of course work required for graduation at the beginning of the second semester of their 12th grade year shall not be permitted to participate in graduation exercises for that year.

A student will not engage in any disruptive activity which interferes with the graduation process or infringes on the rights of other graduates, program participants, or audience members. The administration shall have the power to impose discipline on any student who engages in such activity.

Dress Code for Commencement

In order to preserve the unity of the class at the event, students are required to wear caps

Paraphrase of Board Policy ED, Page 6 ADD: Participation in the commencement ceremony shall be governed by the Site Administrators.

A student can participate in Newcastle High School Commencement Ceremonies when the student is in good standing, has been enrolled in at least one semester for course credit during the current school year, and has successfully completed the minimum number of credits established by the district for graduation.

Students who do not have 18 credits of course work required at the beginning of the second semester of their 12th grade year shall not be permitted to participate in graduation exercises for that year.

<p>and gowns during the entirety of the ceremony. Students may not wear any designs, decorations, or attachments of any kind with or on their cap and gown. The only exception will be for approved cords.</p>	
<p>In accordance with state law, ALL students entering 9th grade will be enrolled in the college preparatory curriculum. Prior to entering the 11th grade, students will have the option to "opt out" of the college preparatory curriculum with the parent/guardian's approval.</p> <p>In order to receive a high school diploma from Newcastle Public Schools, the student must complete required courses, plus 8 units of electives. In accordance with H.B. 3218, all students graduating in the year 2016 and beyond will participate in the Oklahoma State School Testing Program.</p> <p>Students who do not have 20 credits of course work required for graduation at the beginning of the second semester of their 12th grade year shall not be permitted to participate in graduation exercises for that year.</p>	<p>Removing the highlighted paragraph. It is repeated in the commencement section with a proposed change.</p>
<p>Organizations must submit a written request to the building principal. The request should include all important information and must include academic or service requirements for earning the cord through the organization. The deadline for submission is the end of the first semester for the current graduation year. Approval will be granted by the High School Principal. The following organizations have been approved to distribute honor cords:</p>	

<ul style="list-style-type: none"> ▪ Armed Forces: Air Force, Army, Coast Guard, Marines, Navy, National Guard ▪ FCCLA ▪ Fine Arts ▪ FFA ▪ JOM ▪ Leadership ▪ National Honor Society ▪ National Technical Honor Society ▪ Oklahoma Blood Institute ▪ Quill and Scroll International Honor Society for High School Journalists ▪ Robotics ▪ Yearbook--Senior Editors 	<p>Adding: Spanish Club</p>
<p>The criteria to be honored as a Valedictorian of Newcastle High School is as follows:</p> <p>Students in the Class of 2022 must take at least two Pre-AP and 2 AP or concurrent classes in grades 9-12 and score a 27 or higher on the ACT or SAT equivalent and maintain a 4.0 unweighted GPA.</p> <p>Starting with the Class of 2023 and beyond, Students must take 4 Math courses and 4 Science courses, 2 AP or 2 Concurrent courses, score a 27 or higher on the ACT or SAT equivalent, and maintain a 4.0 unweighted GPA.</p> <p>All students meeting the above-mentioned criteria will be honored as Valedictorian and ranked number one. There will be no Salutatorian. During the graduation ceremony, providing all other graduation requirements are met, each Valedictorian will be allowed to present a speech during the ceremony. A total of 20 minutes will be allotted for speeches each year. This time allotment will be equally distributed between the Valedictorians (e.g. If there are 5 Valedictorians, each will be given 4 minutes to speak). The speeches must be submitted</p>	<p>Removing highlighted information</p>

<p>to the senior class sponsor and building principal for approval at least one week prior to the graduation ceremony. Determination of Valedictorian is based on the seven-semester transcript.</p> <p>Newcastle High School uses the unweighted GPA to determine valedictorian status and is the preferred calculation of local colleges and universities.</p> <p><i>Early Graduates must have eighteen (18) credits completed by the end of the 5th semester; the unweighted GPA of those eighteen (18) credits are used for valedictorian determination.</i></p>	
<p>New Section: SCHOOL OWNED DEVICES</p>	<p>Newcastle Public School provides devices for all students in grades 6-12. Students will use the same device until graduation. The devices are used to access textbooks, assignments, projects, etc. Students are required to have a device daily in their classes. Students have the option to purchase a yearly insurance plan.</p> <p>Students are allowed to bring their own device but will need to check out a district owned device during state assessment tests.</p> <p>If a student leaves the district and does not return the device, the district reserves the right to file a claim in small claims court.</p>
<p>New Section: PROM</p>	<p>This procedure was implemented for the Prom in April, 2022. Formalizing the decision by adding it to the handbook.</p> <p>The Prom is held each year for Newcastle students and their dates. Dates for prom must be classified as sophomores, juniors or seniors, or approved graduates. No freshmen may attend.</p>
<p>New Section: Dances</p>	<p>It is the intention of the school that dances are pleasant and safe events; therefore, the following guidelines are to be followed:</p>

	<p>All students, including guests, must have photo ID's to enter the dances.</p> <p>Any student or guest with an odor of alcohol on them or showing signs of drug use, i.e. slurred speech or unusual eye appearance or movement, will be cited by the security officers and suspended from school according to policy. Additionally, anyone suspended from a dance for use of drugs or alcohol will be prohibited from attending all school activities for the remainder of the school year, including prom.</p> <p>Disrespectful attitudes or behavior directed toward parents or school officials who are supervising the dances will not be tolerated and could result in removal from the dance and/or suspension from school.</p> <p>Fighting or any disruptive behavior that would create a need for intervention by school officials or security will be cause for removal from the dances. School policies will be in effect, and appropriate action will be taken in determining consequences for the disruptive behavior.</p> <p>Public display of affection or sexually suggestive dancing is considered inappropriate behavior for school dances. Students who persist in those kinds of behaviors will be removed from the dances.</p> <p>No re-entry to dances will be allowed.</p>
<p>New Section: Parent/Student Portal</p>	<p>Newcastle Public Schools is able to provide parents the opportunity to view their child's school information via the web. The program that allows this is called Parent Portal by Infinite Campus. This password protected website will allow parents to view their child's grades, assignments, school information and attendance. All a parent needs to gain access</p>

	to the Newcastle Public Schools' Parent Portal is a connection to the Internet.
New Section: Food and Drink in Classrooms	Teachers decide if they will allow snacks and drinks in their classrooms and let students know as a part of the class rules.
New Section: Transcripts	<p>To receive a copy of a high school transcript, students must:</p> <p>Go to the Newcastle High School webpage and locate the Request Transcript link. Students will request their transcript through Parchment. We're offering this service to make ordering transcripts easier for you. It's also more efficient for your school, and will deliver your transcripts to the colleges you choose in the format they prefer. There is a charge to process an official transcript.</p> <p>NOTE: STUDENTS BECOME RESPONSIBLE FOR THEIR RECORDS WHEN THEY REACH 18. A SIGNED PERMISSION IS REQUIRED FOR PARENTS TO PICK UP DIPLOMAS AND/OR TRANSCRIPTS.</p>
Articles Prohibited in School – MAY BE CONFISCATED	Problems arise each year because students bring articles that are hazardous to the safety of others or interfere in some way with the school-learning environment. Prohibited items include but are not limited to (unless approved within a classroom by a teacher): radios, headphones, skateboards (unless in a secure location such as a locker), handheld computer games, roller blades/skates, and cell phones if not turned off during class, Bluetooth speakers and/or boom boxes. These items will be taken from the student and released (upon request) to the custodial parent or guardian. The school will not be responsible for any confiscated item that is lost or stolen.
New Section: Cell Phones	Cell phone use is permitted before school, after school, during passing period and during lunch. In order to promote student

	<p>focus on learning, cell phones must be SILENT AND AWAY BELL TO BELL during class periods. Cell phone use during instructional time will be subject to assigned discipline.</p>
<p>New Section: School Hours</p>	<p>The normal school day is from 7:35-2:40; however, students have the option to select a flex schedule. Athletics are offered from 2:40-3:36 or until practice is over.</p> <p>Only students enrolled in a teacher's section are allowed to be in the class during instructional time.</p> <p>Students who have a study hour and elect to stay on campus must study in the library.</p> <p>Students who do not have a 7th hour are expected to leave campus at 2:40 p.m.</p>

MINIMUM GRADUATION CREDIT REQUIREMENTS FOR HIGH SCHOOL

The College Preparatory Plan and Core Curriculum Plan are the standard component of the required course of study to graduate from Oklahoma Public Schools. In accordance with state law, ALL students entering 9th grade will be enrolled in the college preparatory curriculum. Prior to entering the 11th grade, students will have the option to “opt out” of the college preparatory curriculum with the parent/guardian’s approval.

SUBJECT	COLLEGE PREPARATORY PLAN	CORE CURRICULUM
English	4 Total Credits English I; English II; English III English IV or Comp I and Comp II	4 Total Credits English I; English II; English III English IV or Comp I and Comp II
Science	3 Total Credits Must include 1 credit in Biology 1 credit: Physics, Chemistry or Physical Science 1 credit of the following: Physical Science, Chemistry I, Chemistry II, Physics, Biology II, Anatomy/Physiology, Forensics	3 Total Credits Must include 1 credit in Biology 1 credit: Physics, Chemistry or Physical Science 1 credit of the following: Physical Science, Chemistry I, Chemistry II, Physics, Biology II, Anatomy/Physiology, Forensics
Math	3 Total Credits 1 credit of Algebra I; 1 credit of Geometry; 1 credit of Algebra II; All 3 credits must occur in high school	3 Total Credits Must include 1 credit in Algebra I 2 credits of the following: Geometry, Advanced Programming, Intermediate Algebra, Computer Science 1, Computer Science 2, Math of Finance, completion of one-year, full time CareerTech Program leading to an industry certification
Social Studies	3 Total Credits .5 Oklahoma History; 1 World History, 1 US History; .5 Government	3 Total Credits .5 Oklahoma History; 1 World History, 1 US History; .5 Government
Additional Core	One Additional Core from above, Tech or Spanish	
Fine Arts	1 Credit	1 Credit
Foreign Language or Computer Science	2 Total Credits 2 years of the same language or 2 credits of Technology courses	1 Total Credits 1 credit of Technology or World Language
Total Credits	College Preparatory Plan College Preparatory Plan plus electives to earn at least 25 total credits All students are required to take a Personal Financial Literacy Course and CPR Training Students should choose an Individualized Career and Academic Pathway the plan of study will help the student to make solid course plans choices as they relate to their career choice.	Core Curriculum Plan Core Curriculum Plan plus electives to earn at least 25 total credits All students are required to take a Personal Financial Literacy Course and CPR Training Students should choose an Individualized Career and Academic Pathway the plan of study will help the student to make solid course plans choices as they relate to their career choice.

MINIMUM GRADUATION CREDIT REQUIREMENTS FOR CLASS OF 2023 AND 2024

The College Preparatory Plan and Core Curriculum Plan are the standard component of the required course of study to graduate from Oklahoma Public Schools. In accordance with state law, ALL students entering 9th grade will be enrolled in the college preparatory curriculum. Prior to entering the 11th grade, students will have the option to "opt out" of the college preparatory curriculum with the parent/guardian's approval.

SUBJECT	COLLEGE PREPARATORY PLAN	CORE CURRICULUM
English	4 Credits English I English II English III English IV or Comp I and Comp II	4 Credits English I English II English III English IV or Comp I and Comp II
Science	3 Credits Biology I AND Physics, Chemistry or Physical Science AND Other Physical Science or Life Science or Earth and Space Science	3 Credits Biology I and other life Sciences, Physical Sciences, Earth/Space, Principles of Technology, Qualified AG Course, Approved STEM Block (grades 10-12) or Contextual Science that Enhances Technology Preparation
Math	3 Total Credits Algebra I Geometry Algebra II Pre-Calculus All 3 credits must occur in high school	3 Credits Must include 1 credit in Algebra I 2 credits of the following: Geometry, Advanced Programming, Intermediate Algebra, Computer Science 1, Computer Science 2, Math of Finance, completion of one- year, full time CareerTech Program leading to an industry certification
Social Studies	3 Credits .5 Oklahoma History 1 World History 1 US History .5 Government	3 Credits .5 Oklahoma History 1 World History 1 US History .5 Government
Additional Core	Additional Core English, Math, Science, History, World Languages, Technology, Career Tech, Concurrent or AP	No Additional Core Required
Fine Arts	1 Credit	1 Credit
Foreign Language or Computer Science	2 Credits 2 years of the same language or 2 credits of Technology courses	1 Credits 1 credit of Technology or World Language
Elective	8 Credits	10 Credits
Total Credits	25 Total Credits All students are required to take a Personal Financial Literacy Course and CPR/AED Training Completion of the ICAP Process Participation in Service Learning and/or Work-Based Learning at least once in grade 9-12.	25 Total Credits All students are required to take a Personal Financial Literacy Course and CPR/AED Training Completion of the ICAP Process Participation in Service Learning and/or Work-Based Learning at least once in grade 9-12.

MINIMUM GRADUATION CREDIT REQUIREMENTS FOR CLASS OF 2025 AND BEYOND

The College Preparatory Plan and Core Curriculum Plan are the standard component of the required course of study to graduate from Oklahoma Public Schools. In accordance with state law, ALL students entering 9th grade will be enrolled in the college preparatory curriculum. Prior to entering the 11th grade, students will have the option to “opt out” of the college preparatory curriculum with the parent/guardian’s approval.

SUBJECT	COLLEGE PREPARATORY PLAN	CORE CURRICULUM
English	4 Credits English I English II English III English IV or Comp I and Comp II	4 Credits English I English II English III English IV or Comp I and Comp II
Science	3 Credits Biology I AND Physics, Chemistry or Physical Science AND Other Physical Science or Life Science or Earth and Space Science	3 Credits Biology I and other life Sciences, Physical Sciences, Earth/Space, Principles of Technology, Qualified AG Course, Approved STEM Block (grades 10-12) or Contextual Science that Enhances Technology Preparation
Math	3 Total Credits Algebra I Geometry Algebra II Pre-Calculus All 3 credits must occur in high school	3 Credits Must include 1 credit in Algebra I 2 credits of the following: Geometry, Advanced Programming, Intermediate Algebra, Computer Science 1, Computer Science 2, Math of Finance, completion of one- year, full time CareerTech Program leading to an industry certification
Social Studies	3 Credits .5 Oklahoma History 1 World History 1 US History .5 Government	3 Credits .5 Oklahoma History 1 World History 1 US History .5 Government
Additional Core	Additional Core English, Math, Science, History, World Languages, Technology, Career Tech, Concurrent or AP	No Additional Core Required
Fine Arts	1 Credit	1 Credit
Foreign Language or Computer Science	2 Credits 2 years of the same language or 2 credits of Technology courses	1 Credits 1 credit of Technology or World Language
Elective	6 Credits	8 Credits
Total Credits	23 Total Credits All students are required to take a Personal Financial Literacy Course and CPR/AED Training Completion of the ICAP Process Participation in Service Learning and/or Work-Based Learning at least once in grade 9-12.	23 Total Credits All students are required to take a Personal Financial Literacy Course and CPR/AED Training Completion of the ICAP Process Participation in Service Learning and/or Work-Based Learning at least once in grade 9-12.

Customer: NEWCASTLE PUBLIC SCHOOLS

Addr: 101 N. MAIN
 NEWCASTLE OK 73065

October Membership: 2335

MAS: MUNICIPAL ACCOUNTING SYSTEMS, INC.

Addr: 908 EAST 35TH STREET
 SHAWNEE, OK 74804

Phone: (800)749-5691 **Email:** accounts@wengage.com

Re-Occurring Fiscal Year Charges

Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.

Description	Total
Appropriated Funds	\$9,000.00
Payroll - Usage Fee Included In Appropriated Funds	NA
Treasurer	\$1,401.00
Activity Funds	\$700.50
Personnel	\$1,401.00
Purchase Requisition	\$1,401.00
Employee Document Management	\$3,502.50

Total 2022-2023 Fiscal Year Charges: \$17,406.00

Terms and Conditions

- The software charge includes phone support for one (1) designated contact per application. Additional contacts can be added at an additional cost. MAS shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. MAS shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.
- On-site training (by appointment only) will be charged \$750.00 per day from 9:30 a.m. through 3:30 p.m. CST and \$.55/mile roundtrip. Additional time is \$100.00 per hour.
- Customer agrees that MAS shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
- The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
- This agreement shall be governed by the Laws of the State of Oklahoma.

Software as a Service

- Definitions.
 - Application means the software and other material used by MAS to access, configure, and provide the Services. The Application(s) identified in the Service Order Agreement are licensed on a subscription basis and delivered as hosted online software using the Software as a Service (SaaS) model.
 - Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.
 - Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
 - Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
 - Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade

secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).

(f) Privacy Policy and Terms of Service means the MAS Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.

(g) Service shall have the meaning set forth in the MAS Privacy Policy and Terms of Service.

(h) Service Order Agreement means the Software Service Order Agreement delivered by MAS to Customer which sets forth the service and fees for the current fiscal year.

(i) Usage Data means any data that MAS collects or generates during the performance of the Service, including non-confidential elements of Customer Data.

2. Service.

(a) MAS Obligations. MAS hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; and (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service.

(b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify MAS promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require MAS to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii), to accurately represent Customer's use of the Service and data obtained from the Service.

3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and MAS. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.

4. Access to the Service, Attribution, and Charges.

(a) Customer Accounts. Customer must provide MAS with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.

(b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.

5. Availability, Maintenance, and Technical Support.

(a) Availability & Maintenance. MAS will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.

(b) Technical Support. Unless otherwise provided in the Service Order Agreement, MAS will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.

6. Third-Party Software Integration Acknowledgements, Representations, and Agreements. MAS will provide software as part of the Service that will allow the Customer to share data with third-party applications.

(a) It is understood and agreed that MAS is not responsible for the security of the data once it has been provided by the Customer to a third party using the Service.

(b) It is understood and agreed that MAS is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall MAS be deemed to be a direct or indirect transferor of information/data to any third party. MAS is only providing software that will allow the Customer to share data with third-party applications.

(c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(d) Customer hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(e) Customer hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, MAS for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that MAS could incur.

(g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data is transferred by it to a third party.

7. Intellectual Property Rights.
 - (a) MAS Intellectual Property. MAS and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no MAS Intellectual Property Rights are granted to Customer.
 - (b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by MAS and in conjunction with automatically generated data such as IP address, time, and frequency of access.
 - (c) Feedback Relating to Services. MAS shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.
 - (d) Derivatives and Compilations of Usage Data. MAS shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.
8. Privacy and Personal Information.
 - (a) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at www.wengage.com.
9. Term; Termination.
 - (a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or MAS.
 - (b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. MAS may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.
 - (c) Breach. MAS may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of MAS's notice to Customer.
10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."
 - (a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to MAS or its third-party licensor (as appropriate), and MAS hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.
 - (b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.
 - (c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.
11. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from MAS to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
12. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
13. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall, as allowed by Oklahoma constitution or law, indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
14. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. MAS reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be

excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

Prepared By: *Amanda Bunkerfield*

Date Prepared: 2/2/2022

Accepted By (please circle one): Superintendent / Board President

Signature: _____

Date Accepted: _____



EXCLUSIVE SUPPLIER AGREEMENT

BSN SPORTS, LLC, a Delaware limited liability company ("BSN SPORTS") is pleased to offer **NEWCASTLE SCHOOL DISTRICT** the **BSN SPORTS EXCLUSIVE SUPPLIER AGREEMENT** (the "Agreement") for the purchase and supply of NIKE apparel and footwear along with any and all other equipment offered for sale to School by BSN SPORTS.

Benefits:

1. **"Premier Pricing"** shall apply to all footwear, apparel and equipment purchased by School at the following rates*:

-
- **40%** off retail price on all NIKE apparel
- **30%** off retail price on all NIKE footwear and equipment
- **30%** off retail price on all NIKE Custom uniforms purchased within the timeframe specified in the BSN SPORTS uniform Schedule.
- **30%** off retail price on all NIKE licensees such as ENI-JR286, Marchon Eyewear, Perry Ellis Swim & APS Wrestling.
- **20%** off catalog price on all BSN SPORTS proprietary products (as defined below) from BSN SPORTS catalog (exclusive of closeout and sale items)
 - BSN SPORTS proprietary products are identified in our catalog with a black star icon next to the product code.
- **10%** off catalog price on all non-branded products from BSN SPORTS catalog.
 - BSN SPORTS catalog non-branded products are products distributed by BSN SPORTS from a third-party manufacturer such as Wilson, Spalding, Rawlings, etc.

* If the footwear, apparel or equipment has an associated fee (e.g., royalty, licensing fee), the discounts above are subject to change in BSN SPORTS' sole discretion.

2. **NIKE Team Sports Product Rebate:** School shall receive the following in free NIKE promotional product calculated at NIKE retail prices and redeemable from the applicable approved NIKE promotional catalogs:

- Year 1: **\$15,000** in NIKE promotional product at retail price
- Year 2: **\$15,000** in NIKE promotional product at retail price
- Year 3: **\$15,000** in NIKE promotional product at retail price
- Year 4: **\$15,000** in NIKE promotional product at retail price
- Year 5: **\$15,000** in NIKE promotional product at retail price
- Promotional product allocation is the sole responsibility of school.
- Unused promotional product amounts, as of 5:00 pm on 4/20 of each year of the agreement, are forfeited. As a result, promotional merchandise cannot be carried over from one school year to the next.

3. **BSN Sports Product / Apparel Rebate:** School shall receive the following in free product rebates pursuant to its purchase of NIKE apparel, footwear and equipment under this

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Agreement (“Product Rebate”). Subject to the terms below, at the end of each school year of this Agreement, the School will receive a Product Rebate from the catalog(s) provided by BSN SPORTS and subject to availability at the time of order. Product Rebates are available after the requirements below are met (including, without limitation, the Annual Spending Level with BSN SPORTS as set forth below) and must be utilized within forty-five (45) days of the end of the school year in which the rebate was earned. A Product Rebate balance does not carry over from school year to school year. School must be current on all payment obligations to BSN SPORTS to be eligible for the Product Rebate.

Annual Spending Level

- \$150,000+

Annual Rebate amount

10% of annual spend in NIKE apparel or BSN SPORTS proprietary equipment at retail catalog price.

- \$75,000-149,999

Annual Rebate amount

8% of annual spend in NIKE apparel or BSN SPORTS proprietary equipment at retail catalog price.

- \$1-74,999

Annual Rebate amount

6% of annual spend in NIKE apparel or BSN SPORTS proprietary equipment at retail catalog price.

- BSN SPORTS proprietary equipment is identified in BSN SPORTS catalog with a black star icon next to the product code.
- Unused promotional product amounts, as of 5:00 pm on 5/15 of each year of the agreement, are forfeited. As a result, promotional merchandise cannot be carried over from one school year to the next.

4. **BSN SPORTS DISTRICT ATHLETIC DIRECTOR STIPEND:** BSN SPORTS will provide a one-time \$2,500 stipend. The stipend will be used on BSN Promotional product at retail price.

5. **Performance Incentive:**

- \$500 in free NIKE product at retail price, for any school athletic programs that receives Coach of the Year Award (OSSAA RECOGNIZED).
- \$1,000 in free NIKE product at retail price, for any school team that wins the Oklahoma State Championship (OSSAA RECOGNIZED).
 - In any sport (Cross Country, Track & Field, Wrestling, Swimming & Diving) where student athletes individually qualify to represent team, incentive will only apply, when it's 3 or more student athletes.

6. **BSN MARKETING PACKAGE:** Varsity Brands will provide a custom media backdrop for the athletic department.

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7. **BSN/IMPACT BRANDING:** School shall receive a PLATINUM PACKAGE to be applied towards items from the VIP Branding line of products, as well as those available via VIP Branding's Dreamseat package offerings. Such is only available during the initial year of the agreement and does not apply to products offered through BSN Sports. VIP Branding reserves the right to use branding elements, facility branding mock-ups, and customer/installer photography for use in educational or promotional material in print, multimedia, or web form.
8. **BSN SPORTS SIGNING BONUS:** BSN SPORTS will provide a one-time \$5,000 signing bonus. The bonus will be used on BSN Promotional product at retail price.
9. **BSN SPORTS E-Commerce Incentive:** Setup of BSN SPORTS Sideline Store with link on main athletic department website, at no charge for School with a 12% royalty in promotional product, for each year of contract.
10. **BSN SPORTS Service Promise:** BSN SPORTS will provide a dedicated sales professional ("BSN SPORTS Representative") to conduct bi-weekly on site visits to School throughout the term of this Agreement. BSN SPORTS Representative will be responsible for showing product samples, communicating order deadlines and providing 24 hour response for all questions and concerns. BSN SPORTS will also carry a minimum of \$25 Million dollars of NIKE product at any given time.

Terms and Conditions:

1. **Exclusive Supplier.** School will use BSN SPORTS as their exclusive supplier for any and all of its athletic apparel, footwear, and equipment needs. It is also agreed that School will adhere to the BSN SPORTS product planning calendar to help ensure availability and delivery in a timely manner.
2. **NIKE Apparel at Events.** School's coaching staff and athletes will only wear NIKE branded footwear and apparel at competitions whenever possible.
3. **Purchase of NIKE & Other Products.** School shall notify its athletes that My Team Shop, which is operated and owned by BSN SPORTS, will serve as the online purchasing site for all additional NIKE products purchased directly by athletes, as well as their family and friends. School cannot guarantee that athletes and their family and friends will exclusively use the My Team Shop to purchase NIKE products. Each sport will offer at least one My Team Shop opportunity to their student athlete families/fans/alumni per year throughout length of agreement.
4. **Promotion.** School will promote this partnership through public announcements at events and signage (provided by BSN SPORTS) at football, basketball, baseball games and any other sporting event. A ½ page advertisement supplied by BSN SPORTS shall appear in School's media guide distributed or displayed at any such event. Also, BSN SPORTS will receive: (i) two (2) tickets or passes, as applicable, to all School athletic games, competitions, and tournaments or similar events, and (ii) one (1) vendor / athletic parking pass for use by the BSN SPORTS Representative for sales calls, meetings, presentations and campus visits. BSN

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SPORTS will receive 1 free hole sponsorship and foursome at annual golf outing. Static logos for BSN SPORTS & NIKE to appear on banner of athletic department website as the official supplier.

5. **Payment Terms.** School must be current on all payment obligations to BSN SPORTS to be eligible for all promotional products and rebates. Payments will be made within thirty (30) days of purchases unless alternate payment arrangements have been made and agreed to in writing by both parties.
6. **Additional Charges.** Decoration charges (including charges for embroidery and screen printing) are extra
7. **Exclusions.** Products sold to Cheerleading through Varsity Spirit Fashion, will not be included in spending level totals.
8. **Freight and Shipping.** School is responsible for all freight/shipping charges of 6% on all small parcel shipments via FedEx and 18% on any LTL AND FTL FREIGHT TRUCKED shipments, resulting from merchandise purchased and/or received under this Agreement. However, School shall not be responsible for freight/shipping charges in connection with the return of merchandise shipped incorrectly by the fault of BSN SPORTS.
9. **Term of Agreement.** The term of this Agreement shall be for five (5) years, continuing July 1, 2022, through June 30, 2026 (the "Initial Term" unless earlier terminated in accordance with this Agreement. This Agreement may be renewed by the parties for successive one (1) year terms (each a "Renewal Term" and together with the Initial Term, the "Term"); provided that: (i) School may solicit offers from competitors of BSN SPORTS for the provision of apparel, footwear, and equipment to commence after the Initial Term or then-current Renewal Term until six months prior to the expiration of the Initial Term or such Renewal Term (the "Shopping Period"); (ii) should School receive an offer during the Shopping Period, School shall communicate such offer to BSN SPORTS and provide BSN SPORTS with the opportunity to match such terms in the following Renewal Term. In any event, the parties may renew this Agreement in writing signed by both parties no later than ninety (90) days before the expiration of the Initial Term or then-current Renewal Term.
10. **Termination of Agreement.** If BSN SPORTS or School should fail to perform or be in breach of any of the warranties, representation, covenants or obligations contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable or such default is curable but remains uncured for thirty (30) days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement with written notice to the defaulting party.
11. **Confidentiality.** Excluding disclosures made to attorneys, auditors, or other third-party consultants, the terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary

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to effectuate its terms. Any disclosure in violation of this section shall be deemed a breach of this Agreement.

12. Severability. Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof.

13. Force Majeure Event: Neither party shall be liable to the other for any costs or damage (including consequential and liquidated damages), arising out of delay or nonperformance under this Agreement arising, directly or indirectly, out of a Force Majeure Event including, without limitation, strike, work stoppage, fire, earthquake, flood, windstorm, riot, accident, acts of war or terrorism, civil or military disturbances, pandemic, nuclear or natural catastrophes or acts of God, court order or injunction, an order or directive restricting action by a relevant governmental authority, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, or any other similar event that is beyond the reasonable control of the parties. The parties agree and acknowledge that, in no event, shall additional expenses or other adverse financial conditions be deemed a Force Majeure Event. Upon such Force Majeure Event, the inability to comply with any term of this Agreement shall be excused and either party shall be released from all current and future obligations under the Agreement provided that (i) written notice setting forth in detail the nature of the Force Majeure Event is given by such party to the other party as soon as such party is aware of the Force Majeure Event; and (ii) such party shall use all commercially reasonable efforts to minimize the extent of delay or nonperformance caused by the Force Majeure event.

Upon a Force Majeure event, the parties will make a good faith effort to reschedule the event as set forth herein at a mutually agreeable date and time. Any deposits will be applied to the rescheduled event; or will be fully refunded if the event is not rescheduled.

14. COVID-19. The parties acknowledge the ongoing risk and uncertainty regarding the impact of COVID-19 on their obligations under this Agreement. Notwithstanding the potential foreseeability of such impact, the parties acknowledge and agree that any actions taken by one party in response to or in compliance with recommendations, guidance, orders or other actions or directives of governmental or other applicable authorities with expertise in infectious diseases (e.g., WHO, CDC, NIAID, etc.) pertaining to COVID-19 shall constitute a Force Majeure event under this Agreement. In addition, if either party reasonably and in good faith determines that COVID-19 has made its obligations under this Agreement unworkable or overly burdensome, the affected party may terminate or postpone the Agreement without penalty, provided written notice is provided to the other party at least 30 days before the event.

15. Non-waiver. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

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- 16. Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 17. Assignments.** Except for assignments pursuant to a Change of Control, this Agreement is not assignable in whole or in part by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, but is binding on any corporate successor of either party. As used herein, a "Change of Control" means a merger, sale, transfer, or other disposal of all or substantially all of the assets of the assignee or its ultimate direct or indirect parent corporation or holding company in one or more transactions.
- 18. Notices.** Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit into the United States mail (certified mail, return receipt requested), or upon overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth herein, or upon electronic delivery by confirmed means.

If to BSN SPORTS:
BSN SPORTS, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: Todd Northrop

With a copy to:
Varsity Brands, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: Chief Legal Officer

If to School:
NEWCASTLE SCHOOL DISTRICT

- 19. Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas.
- 20. Modification of Agreement.** This document contains the entire Agreement between the parties and may not be changed, modified, amended, or supplemented except by express written agreement signed by both parties.

This Agreement is made and entered into by and between the parties this ____ day of JUNE 2022.

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BSN SPORTS™

Signed: _____

Director of Athletics
NEWCASTLE SCHOOL DISTRICT

Signed: _____

Business Office,
NEWCASTLE SCHOOL DISTRICT

Signed: _____

Regional Sales Manager
BSN SPORTS, LLC

CONFIDENTIAL

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
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FITNESS
WRESTLING
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**SPORTS MEDICINE and ATHLETIC TRAINING
SERVICES SUBSCRIPTION AGREEMENT**

I. PARTIES TO THE AGREEMENT:

- A. Norman Regional Hospital Authority d/b/a Norman Regional Health System
901 N. Porter Ave.
Norman, OK 73072**
- B. Newcastle Public Schools
101 N. Main
Newcastle, OK 73065**

II. GENERAL PURPOSE OF THE ATHLETIC TRAINING EVENT COVERAGE AGREEMENT:

NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HEALTH SYSTEM (hereinafter "NRHS") is possessed of certain skill, experience, and expertise with regard to sports medicine care of athletic populations. NRHS desires to continue to be the provider of choice for sports medicine care.

III. AGREEMENT:

NRHS agrees to provide Newcastle Public Schools (hereinafter "NPS") with unique services as outlined in this service agreement. Services provided by NRHS to NPS will be done so exclusively. No school system representative, administrator, or coach shall attempt to use, secure, or negotiate other sports medicine and/or athletic training services during the contract term. **No school system representative, administrator, or coach shall refer an athlete to any health care professional except for the one provided by NRHS.** This contract will be valid from August 1, 2022 through May 31, 2023 or until the termination of the school year, which ever comes first. Thereafter, this agreement shall automatically renew each year for a period of one (1) school year.

IV. COMPENSATION FOR SERVICES:

- 1. The service fee for the established term will be Twenty Five thousand dollars (\$25,000.00). The service fee is an annual fee and is due and payable by NPS. NRHS agrees, for the convenience of the school system, to extend the payment term to ten (10) monthly payments. The first one-fifth of the contract fee, two thousand dollars (\$2500.00) shall be due to NRHS by September 15, 2022. Each of the subsequent payments will be due no later than the 15th of each month until the fee schedule has been retired. If the outstanding balance is 30 days or more past due, NRHS may, at its option, require the payment of the entire service agreement outstanding balance.
- 2. NPS will also agree to advise each booster club and help secure, at no cost, available space in any football, basketball or major athletic event program or

publication for marketing, sports injury information, and educational information, as provided by NRHS representative. Size of any printed marketing or information material must be no smaller than 8 1/2" X 5 1/2".

V. SPORTS MEDICINE AND ATHLETIC TRAINING SERVICES:

1. Provision of a NATABOC Certified Athletic Trainer (ATC) and licensed by the Oklahoma State Board of Medical Licensure and Supervision.
2. ATC will be on campus on a daily basis at 11:00 a.m. on Monday, Tuesday and Thursday. Wednesday the ATC will be on campus at 7:45 a.m.
3. ATC will remain on campus during the football season until the completion of football practice. Following the football season the ATC will communicate to the Athletic Director and coaching staffs training room operational hours.
4. Taping and pre-game/ practice treatments.
5. Post-game/practice treatments.
6. Daily injury reporting and record keeping.
7. Management of training room equipment/ supplies. (Including equipment purchased by the school at start up or any equipment/ supplies donated to the school).
8. Management of training room personnel and student athletic trainer aides.
9. Game coverage as follows:

Dedicated Coverage:

Home/Away Varsity Football
Home JV Football
Home Varsity Basketball (boys, girls)
Home Varsity Soccer (boys, girls)
Home Track Meets
District Events if hosted at NPS

Scheduled coverage based on priority:

Home Varsity Softball
Home Varsity Baseball
Home Cross Country Meets

- Any game coverage conflict or priority coverage will be resolved and/ or scheduled by providing game coverage to the sport with a higher rate of injury or at the discretion of the ATC with the approval of the NPS Athletic Director.
10. NRHS will provide continuing education, informative presentations, or public speaking engagements for NPS parents, faculty, staff or coaching staff upon request. Dates, times, and topics must be arranged by a school system representative.

VI. AVAILABILITY OF THE ATC:

1. Athletic Training services will be provided during the operational hours. Operational hours will be established to reflect the time of the athletic season. Changes will be made at the discretion of the ATC.
2. Athletic Training services will not be provided during scheduled holidays and vacations that are recognized by NPS. These include but are not limited to: Christmas Holiday, Thanksgiving Holiday, Spring Break, Labor Day, Memorial Day, etc.

VII. PHYSICIAN SERVICES:

1. NRHS, at their discretion, shall designate for NPS, a team orthopedic physician(s), and/or primary care or general practice physician(s) for the term of this contract. No school system athlete will be required to owe the services of any such designated physician(s). Any such designated physician(s) shall assume no liability with regard to the nature and implementation of treatment.
2. Any athlete referred for a physician consultation will assume all financial responsibility for the charges incurred for their treatment and care.

VIII. CONDITIONS OF FEE FOR SERVICE:

1. NRHS does not in any form, imply or infer, to have authority to discount or waive fees for NRHS, any associated physician(s) or allied medical service. Any fees charged for medical services associated with the treatment, rehabilitation, and/or care of an athlete include, but are not limited to, rehabilitation procedures, diagnostic testing, diagnostic imaging, hospital or lab procedures, physician services, emergency room services, surgical services, related hospital services, and contract hospital services.
2. Verification of third party reimbursement or insurance coverage or questions related to coverage can be directed to the service provider business office.

IX. TERMINATION:

This agreement may be terminated prior to the expiration of its established terms only under the following circumstances:

1. By either party, with or without cause, upon no less than 30 days prior written notice; provided, however, that in the event that this contract is terminated early without cause by the school system, NRHS, will not refund any portion of the contract fee, and all services to NPS shall be terminated. Provided, further that in the event this agreement is terminated early with cause by NRHS, the school system shall be entitled to a prorated refund based on the remaining months of the contract term.

2. This agreement may be terminated prior to the expiration of its established term by written notice. Notice from one party to the other party in the event of a breach or default in this agreement; provided, however, that the breaching party shall first have been given at least 30 days advance written notice of the breach and an opportunity to cure the default.

X. CONFIDENTIALITY:

All business, medical and other records related to the operation of NRHS, including, but not limited to, general administrative records, policies and procedures, and pricing information, shall be and remain the sole property of NRHS (collectively, the “Confidential Information”). NPS hereby acknowledges that the Confidential Information is competitively sensitive and agrees not to disclose Confidential Information to a third party other than NPS administrators, school board members, attorneys, accountants, or other bona fide agents or representatives.

EXECUTED AND EFFECTIVE THE _____ DAY OF _____ 2022.

Meegan Carter, V.P. Population Health & Wellness
NORMAN REGIONAL HOSPITAL AUTHORITY

Newcastle Public Schools Superintendent

Newcastle High School Athletic Director

**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 2022-2023 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 _____, 2022.

"District"

Superintendent of Newcastle Public Schools

"Contractor"



Bison Creek Treatment Services Representative



CCOSA

The Cooperative Council for
Oklahoma School Administration

2901 North Lincoln Boulevard
Oklahoma City, OK 73105
405-524-1191 office
405-524-1196 fax
www.ccosa.org

CCOSA's District Level Services (DLS) Program (Agreement 2022-2023)

This letter sets out the Agreement between the Cooperative Council for Oklahoma School Administration (CCOSA) and _____ School District No. __ of _____ County, Oklahoma (District) concerning the District's participation in **CCOSA's District Level Services Program** (Program) for the fiscal year ending June 30, 2023.

For participating Oklahoma cooperatives, interlocals, and technology centers, the cost of participation will be determined based upon the total 2020-21 ADM for your district.

P.O. CALCULATION GRID

County Name: McClain County Number: 47
District Name: Newcastle District Number: 2

P.O. CALCULATION GRID

<u>ADM</u>	<u>COST</u>
25,000 plus	\$ 4,000
10,000 to 24,999	\$ 3,000
5,000 to 9,999	\$ 2,500
1,500 to 4,999	\$ 2,000
500 to 1,499	\$ 1,800
499 or less	\$ 1,500

<u>ADM</u> <u>(2020-21)</u>	<u>TOTAL COST</u>
<u>2,350</u>	<u>\$2,000</u>

Purchase Order Number: _____

Purchase Order Amount: \$2,000

Please attach a copy of the purchase order when submitting completed forms



CCOSA

The Cooperative Council for
Oklahoma School Administration

2901 North Lincoln Boulevard
Oklahoma City, OK 73105
405-524-1191 office
405-524-1196 fax
www.ccosa.org

Superintendent Certification of Participation

I certify that on the 28th day of June 2022, the Board of Education of Newcastle Public Schools voted to allow our school district to participate in the CCOSA District Level Services Program. The Newcastle Board of Education has encumbered \$ 2,000 for the purpose of participating in the CCOSA District Level Services Program. The Board of Education acknowledges that participation in the Program will result in the provision of **advisory services** to designated administrators with Newcastle Public Schools.

Signature of Superintendent

6-28-2022
Date

The District understands that CCOSA’s District Level Services Program emphasizes assistance in areas that help to create high-quality schools based on the research in *For the People* and seven areas that create a quality system: Culture and Climate; Learning; Teaching, and Assessment; Expanded Learning Opportunities; Governance, Leadership, and Accountability; Human Capital Development; Physical Resources; and Financial Resources.

If consultation and/or professional learning is in the school district, the school district would agree to pay travel expenses that would not be a part of this agreement.

The District understands that CCOSA and/or its partners will be unable to provide assistance in some areas and with some issues. The District understands that, in those situations, CCOSA and/or its partners may recommend that the District seek advice, assistance, and services beyond those offered by this Program, which may cause the District to incur expenses that are not covered by this Program. **This Program is ADVISORY ONLY and CCOSA and/or its partners do not warrant or guarantee any specific outcome related to the advisory services provided. CCOSA reserves the right to refuse participation to school districts and to remove school districts from participation in the Program.**

The term of this Agreement begins on the date it is approved by the District’s Board of Education and ends on June 30, 2023. Either the District or CCOSA may terminate this Agreement upon notice in writing to the other party. However a delay in contract approval could result in your district missing valued services and workshops!



CCOSA's District Level Services (DLS) Program

Designated Administrator Contact Form 2022-2023

While all of your district leaders have full access by phone, email, or in person, we need you to designate district administrators who serve as your main contacts to share information from CCOSA and its partners. **These designated administrators will need to commit to forwarding Professional Learning opportunities to your other district and/or school team members to ensure that all of your leaders get maximum benefit from the program.** Districts with an ADM of 10,000 and above may designate three district administrators. The District may include additional school personnel at no additional cost in conference calls, on-site visits, and training sessions.

Designated Administrators

(based upon each district's size in ADM for the 2020-21 school year)

<u>ADM</u>	<u># of eligible administrators</u>
10,000 +	3
1 to 9,999	2

<u>ADMINISTRATOR</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
*		

*only if ADM exceeds 10,000

Please send a copy of the completed forms to Laura Crabtree (laura@ccosa.org) or fax to 405.524.1196 (ATTN: Laura Crabtree). Keep one copy for your records.



CCOSA

District Level Services School Year 2022-2023

CCOSA INDIVIDUAL MEMBERSHIP

(\$265-\$405)

Paid by member through
annual enrollment

Discounted Professional Learning

Advisory Consultation
with CCOSA attorney & directors
for individual member

Advocacy on behalf of
Public Education

Association-specific calls for
updates on current issues

Other benefits including, but not limited to:

- Professional Liability Insurance
- Legal Fee Reimbursement
- Legislative updates
- Daily Education News Clips
- Better Schools quarterly digital magazine subscription
- And more!

CCOSA DISTRICT LEVEL SERVICES MEMBERSHIP

(\$1,500-\$4,000)

Paid by district*

Free registration for up to 5 people per
district for select trainings
(see back for full list)

Advisory Consultation
with CCOSA attorney & directors for ALL
school leaders & their teams

Advocacy on behalf of
Public Education

Consultation & support for budgeting and
budget projecting, Federal Programs,
Indian Ed., Student Accounting, EL, GT,
RSA for school leaders & teams

Access for all district staff members to
complete state and federally required
professional development, including:

- Blood born pathogens
- Bullying prevention
- Child abuse and neglect; Child sexual abuse awareness & reporting
- Digital teaching & learning
- FERPA
- Hazardous communications
- Title IX: McKinney/Vento and homeless assistance
- Vernon Florence's monthly State Finance Projections

NEW!



District Level Services
School Year 2022-2023

SCHOOL DISTRICT MEMBERSHIP TRAININGS

Free Registration for up to 5 people per district for the following trainings:

Advocacy:

- Legislative Conference

School Law for Administrators:

- Summer, Fall and Spring

School Budget & Training:

- Budget Bootcamp 1 (Basics of Building a Professional Budget)
- Budget Bootcamp 2 (Using the Budget Framework Template and Tools)
- Budget Bootcamp 3 (Planning for Next Year's Budget)

Federal Program Boot Camps:

- New & updated guidance for ESSERs and other federal programs
- Title I Basics & Building a Budget with set asides; Planning parent involvement and homeless services
- School-wide consolidation of funds
- Consolidation of Admin. costs & indirect costs
- Personnel in Federal funds; SPR, Federal matching, certification & TDR
- Encumbrance, obligation, liquidation & crossing fiscal years

*

Pricing Structure By ADM	
25,000+	\$4,000/year
10,000 - 24,999	\$3,000/year
5,000 - 9,999	\$2,500/year
1,500 - 4,999	\$2,000/year
500 - 1,499	\$1,800/year
499 or less	\$1,500/year

For more information or to sign up, contact Laura Crabtree at laura@ccosa.org.

**A Memorandum of Agreement Between
Newcastle Public School District and Delta Head Start**

I. Parties to the Agreement

- A. Newcastle Public School District and
- B. Delta Head Start

II. Purpose of Agreement

- A. To improve availability and the quality of services for McClain county children, age three through age five, and their families
- B. To support children's optimal development and readiness for school entry and success
- C. To address the unique strengths and needs of the local population, such as homeless, migrant, or non-English speaking families
- D. To promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate
- E. To promote further collaboration to reduce duplication and enhance efficiency of services
- F. To define the roles and responsibilities of the names parties toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of educational and noneducational services
- G. Coordinate a comprehensive system of activities, policies, and procedures among the named parties which guide and support their delivery of services to children and their families

III. Program Descriptions

- A. Delta Head Start (McClain, Garvin and Stephens counties)
- B. Head Start is a nation-wide Federal grant program funded by the U.S. Department of Health and Human Services. It is a comprehensive child development program for families with young children in the areas of education, social services, health, and family involvement. Head Start

preschool programs are for children from 3 to 5 years of age and their families.

Head Start is mandated to assume a leadership role in the development of partnerships with community agencies and service providers. Each Head Start, Migrant and Seasonal, and American Indian/Alaska Native Head Start program must have a written agreement with the local school systems (LSS) or local education agency (LEA) to coordinate and collaborate to best meet the needs of children and their families.

- C. C. Newcastle Public School District possesses the usual powers of a corporation for public purposes by the name and style of Independent School district No. I-1 of McClain County, Newcastle, Oklahoma.

IV. **Authority**

- A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing publicly funded preschool programs in the service area of the Head Start agency is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007."
- B. The Newcastle Public School District; is authorized under "No Child Left Behind Act of 2001" (Public Law 107-110) to provide a Free and Appropriate Public Education to children in the Newcastle School District.

V. **Guiding Principles**

- Create and maintain a meaningful partnership to promote school readiness so that children from low-income families in Head Start programs, or who are preschool age, may receive comprehensive services to prepare them for elementary school and to address any potential "achievement gap"
- Develop successful linkages within the context of No Child Left Behind Act of 2001, the Head Start Act (2007), and Oklahoma and local legislation, policies, and procedures
- Plan and implement strategies based on practice and research that have proven to support children's school success
- Respect the uniqueness of each locality's needs and resources
- Promote the involvement of members of the early care and education communities

- Share commitment, cooperation, and collaboration for a coordinated service delivery system

VI. Joint Roles in System Review, Coordination, Collaboration, Alignment, and Implementation

The Newcastle Public School District and the Delta Head Start will work together for the review, coordination, collaboration, alignment, and implementation of each of the following 10 activities, as mandated by the Act.

- A. Educational activities, curricular objectives, and instruction
1. 642(f) Implement a research-based early childhood curriculum that – (E) is aligned with the Head Start Child Outcomes Framework developed by the Secretary and, as appropriate, State early learning standards
 2. 642A(3) Establish ongoing communications between the Head Start agency and local educational agency for developing continuity of developmentally appropriate curricular objectives (which for the purpose of the Head Start program shall be aligned with the Head Start Child Outcomes Framework and, as appropriate, State early learning standards) and for shared expectations for children's learning and development as the children transition to school
- B. Public information dissemination and access to programs for families contacting the Head Start program or any of the preschool programs
1. 642(e)(1) Generate support and leverage the resources of the entire local community in order to improve school readiness
 2. 642A(2) Establish ongoing channels of communication between Head Start staff and their counterparts in the schools (including teachers, social workers, local educational agency liaisons designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11432(g)(1)(J)(ii)), and health staff) to facilitate coordination of programs
- C. Selection priorities for eligible children to be served by programs
1. 642A (13) Develop and implement a system to increase program participation of underserved populations of eligible children
 2. 642(f)(10) Develop procedures for identifying children who are limited English proficient, and informing the parents of such children about the instructional services used to help children make progress

towards acquiring the knowledge and skills described in section 641A(a)(1)(B) and acquisition of the English language

3. 641A(E) Include information on the innovative and effective efforts of the Head Start agencies to collaborate with the entities providing early childhood and development services or programs in the community and any barriers to such collaboration that the agencies encounter

4. 641(H) the plan of such applicant to coordinate and collaborate with other public or private entities providing early childhood education and development programs and services for young children in the community involved, including—

(i) Programs implementing grant agreements under the Early Reading First and Even Start programs under subparts 2 and 3 of part B of title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6371 et seq., 6381 et seq.)

(ii) Other preschool programs under title I of that Act (20 U.S.C. 6301 et seq.)

(iii) Programs under section 619 and part C of the Individuals with Disabilities Education Act (20 U.S.C. 1419, 1431 et seq.)

(iv) State pre-kindergarten programs

(v) Child care programs

(vi) The educational programs that the children in the Head Start program involved will enter at the age of compulsory school attendance

(vii) Local entities, such as a public or school library for—

(I) Conducting reading readiness programs

(II) Developing innovative programs to excite children about the world of books, including providing fresh books in the Head Start classroom

(III) Assisting in literacy training for Head Start teachers

(IV) Supporting parents and other caregivers in literacy efforts

D. Definition of service areas

1. Define areas where local entity and Head Start provide services to children

E. Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development

1. 642A (4) Organize and participate in joint training, including transition-related training for school staff and Head Start staff

F. Program technical assistance

1. 642 (10) Link the services provided in such Head Start program with educational services, including services relating to language, literacy, and numeracy, provided by such local educational agency

2. 648(i) (e)(3) Encourage States to supplement the T/TA funds with Federal, State, or local funds other than funds made available, to expand training and technical assistance activities beyond Head Start agencies to include other providers of other early childhood education and development programs within a State

G. Provision of services to meet the needs of working parents, as applicable

1. 642(e) Coordinate activities to make resources available for full working-day and full calendar year available to children

2. 642(e)(3) Coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.)

H. Communication and parent outreach for smooth transitions to kindergarten

1. 642A (1) Develop and implement a systematic procedure for transferring, with parental consent, Head Start program records for each participating child to the school in which such child will enroll

2. 642 (5) Establish comprehensive transition policies and procedures that support children transitioning to school, including by engaging the local educational agency in the establishment of such policies

3. 642 (6) Conduct outreach to parents and elementary school (such as kindergarten) teachers to discuss the educational, developmental, and other needs of individual children

4. 642 (7) Help parents of limited English proficient children understand—

(A) The instructional and other services provided by the school in which such child will enroll after participation in Head Start; and

(B) As appropriate, the information provided to parents of limited English proficient children under section 3302 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7012)

5. 642 (8) Develop and implement a family outreach and support program, in cooperation with entities carrying out parental involvement efforts under title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.), and family outreach and support efforts under subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.), taking into consideration the language needs of parents of limited English proficient children

6. 642 (9) Assist families, administrators, and teachers in enhancing educational and developmental continuity and continuity of parental involvement in activities between Head Start services and elementary school classes

7. 642 (11) Help parents (including grandparents and kinship caregivers, as appropriate) to understand the importance of parental involvement in a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from Head Start to elementary school

8. 642 (12) Help parents understand the instructional and other services provided by the school in which their child will enroll after participation in the Head Start program

I. Provision and use of facilities, transportation, and other program elements

1. 642(e)(4) (A) Collaborate on the shared use of transportation and facilities, in appropriate cases

(B) Collaborate to reduce the duplication and enhance the efficiency of services while increasing the program participation of underserved populations of eligible children

(C) Exchange information on the provision of non educational services to such children

J. Other elements mutually agreed to by the parties

1. Newcastle Public School agrees to screen all Head Start Children living in the Newcastle School District for Speech and Language within 45 days of the child's first day in Head Start.

2. Federal Regulations as mandated by Individuals with Disability Education Act (IDEA) Public Law 101-476 will be adhered to. Newcastle Public School will be the educational agency responsible for the determination of special education and related services, categorization and placement in accordance with state statutes, policy and procedures and federal regulations for children who reside in the Newcastle Public School district.

VII. Confidentiality

All acknowledge confidentiality requirements that each agency must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. Each agency will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed. Family Educational Rights and Privacy Act (FERPA) will be followed. (See 34CFR 303.460.)

VIII. Dispute Resolution

Parties will first attempt to resolve the dispute between or among themselves. All local agencies will ensure that a system is in place to resolve disputes and solve problems.

Failure of either party to comply with the terms of this agreement will be grounds for termination of said contract upon notice of sixty (60) days given to either party.

IX. Review of Agreement

The agreement will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change.

X. Term of Agreement

This contractual agreement for the provision of Early Childhood Education Collaboration Services is entered into the first day of July 2022, by and between Delta Head Start and Newcastle Public School.

The effective date of this agreement will be for a period commencing July 1, 2022 and ending June 30, 2023.

By signing the agreement each agency agrees to the terms.

The signed agreement will be binding on all successors of parties to the agreement.

XI. SIGNATURES

Newcastle Public School District Rep.

Date

Delta Head Start Director

Date

Delta Community Action
Executive Director

Date

DRUG AND ALCOHOL TESTING SERVICE AGREEMENT

This Agreement is the contract between Quality Choice Testing, LLC, an Oklahoma limited liability company and Newcastle Public Schools, here in after referred to as the "Client" under which the following terms and conditions apply:

Scope of Services:

Quality Choice Testing to provide lab staff to do on-site urine/saliva sample collection and transport for screening.

Laboratory Analysis:

All samples, unless otherwise arranged, be tested on CLC machine with positives confirmed on LC/MS machines. Results will be sent to authorized staff. Results will be provided no later than 1 week from testing date. All positive confirmations will be reviewed by Lab Director.

Fees for Services

\$55 per test Bus drivers if we test students also
\$75 per test for drivers only (minimum of 5 drivers per visit)
\$25 per test for student test minimum of 10 students
\$20 for big test at begin of school year (70 or more)
\$20 confirmation fee for all positive tests

Term of Agreement:

The Agreement shall be for a term of one (1) year beginning on August 1, 2022 and will automatically renew for an additional year upon each anniversary date. Either party can terminate this Agreement with thirty (30) days written notice with or without cause.

Indemnification:

By signing this Agreement, the Client acknowledges and agrees to the utilization of Quality Choice Testing drug/breath collection services per the Quality Choice Testing protocol and agrees to hold harmless Quality Choice Testing from any and all claims, including but not limited to losses, damages, injuries to persons, or act of negligence, arising out of Quality Choice Testing use of said procedures on behalf of the Client. However, no indemnification or hold harmless shall apply to Quality Choice Testing own negligence in not reasonably following said procedures/protocols for workplace drug testing programs as such may be amended from time to time.

Attorney's Fees:

If any contested action is brought to enforce, modify, interpret or void the provisions of this Agreement, then the prevailing party shall be entitled to reasonable attorneys' fees as well as appropriate relief.

Entire Agreement:

This Agreement constitutes the entire Agreement between the Parties with respect to Services and supersedes any and all prior agreements and understandings, whether written or oral, between the Parties.

Amendment:

This Agreement may not be amended or modified in any respect except by an agreement in writing executed by both Parties.

Severability:

In the event that any of the provisions of this Agreement are deemed invalid or unenforceable, the remaining provisions shall be construed and enforced as if the invalid or unenforceable provisions were not contained herein.

Governing Law and Venue:

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma without reference to conflicts of law principles. Venue shall lie exclusively in Oklahoma County, State of Oklahoma.

Waiver of Breach:

Non-action by any Party in response to a breach of any provision of this Agreement shall not operate or be construed as a waiver of any rights hereunder or acceptance of any subsequent breach of any provision of this Agreement. Any waiver must be in writing and signed by the applicable Party.

Change of Information:

Each Party agrees to notify the other, in writing, of any changes in address, hours of service, phone number, or other contact information.

The undersigned understands and agrees to the terms and services outlined in this agreement.

Client: _____ High School

By: _____

Printed Name:

Its:

Quality Choice Testing

By:  _____

Printed Name: Terry Middleton

Its: Business Development Specialist



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Date 7/1/2022
Quote No. 240408
Acct. No. 03:ne:OK:12207143
Total \$14,950.00
Pricing Expires 6/30/2023

Newcastle School District 1
101 N Main St
Newcastle OK 73065

Payment Schedule	Contract Start	Contract End
	7/1/2022	6/30/2023

Qty	Description	Comment	End Date
Newcastle High School			
1	Digital Libraries 6-12 Comprehensive All Site License (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		06/30/2023
1	Digital Libraries Academic Integrity Package: Plagiarism Checker & Speed Radar		06/30/2023
1	Digital Libraries Enhanced CTE Add-on Site License		06/30/2023
2	Professional Development Webinar Training		06/30/2023

Subtotal \$14,950.00
Total \$14,950.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Newcastle Public Schools

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Kate Baxter
Account Executive
480-772-9717
kate.baxter@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”), dated as of _____, 2022, is made and entered into by and between **EMPLOYEE EVALUATION SYSTEMS, INC. (“EES”)**, whose notice address is 2801 N. Lincoln Blvd., suite 226, Oklahoma City, Oklahoma 73105, and **SCHOOL DISTRICT NO. 1 OF McClain COUNTY, OKLAHOMA, a/k/a Newcastle PUBLIC SCHOOLS (“District”)**.

RECITALS:

A. EES has developed a web application known as OKTLE for use with the teacher evaluation framework known as the Tulsa TLE Observation and Evaluation System. EES has developed a web application known as SEES for use in support employee evaluation. EES has also developed a web application for use with the McREL principal/leader evaluation system.

B. EES and the District desire to license the use of EES’s OKTLE, SEES, and/or McREL web-based Systems to the District for use in teacher, support employee and/or principal/leader evaluations for the 2022-2023 school year and thereafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EES and District agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement, EES hereby grants to District a non-exclusive, non-transferable license to use the OKTLE, SEES, and/or McREL web-based Systems (the “License”).

2. **Term.** The term of this Agreement shall be for one year, beginning July 1, 2022 and ending June 30, 2023.

3. **Support, Training and Services.** District’s license of the OKTLE, SEES, and/or McREL web-based Systems includes online access to the web-based teacher, support employee and principal/leader evaluation systems, online users guides, unlimited technical support, reports of observation and evaluation data, and training related to the operation of the web-based systems. State mandated training for evaluators on the Tulsa TLE Observation and Evaluation System or McREL principal/leader system is not included with this license, and may be obtained from the State or State licensed vendors according to the requirements of the Oklahoma State Department of Education.

4. License Fee.

OKTLE – Teacher Evaluation

\$27.50 per teacher

\$24.75 per teacher for members of OROS, ORES or USSA

For the 2022-2023 school year, the District will have

160 teachers

X 24.75 per teacher

OKTLE TOTAL \$ 3,960

McRel – Leader Evaluation

\$200.00 per Leader/Principal

\$160.00 per Leader/Principal for OKTLE districts

For the 2022-2023 school year, the District will have

_____ Leaders/Principals,

X \$160.00 per Leader/Principal

McREL TOTAL _____

SEES - Support Employee Evaluation

\$20.00 per employee

\$16.00 per employee for OKTLE districts

For the 2022-2023 school year, the District will have

_____ support employees

X \$16.00 per employee

SEES TOTAL _____

TOTAL 2022-2023 SCHOOL YEAR COST _____

5. **Release by District.** District, in consideration for the grant of the License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby releases EES, its officers, agents and employees, from any and all liability or expense, including, without limitation, reasonable attorneys' fees, expenses, costs, judgments, settlements, or other costs to the extent arising out of or relating to (1) District's use, misuse or modification of the OKTLE, SEES, and/or McREL web-based Systems; or (2) District's failure to use corrections or enhancements to the OKTLE, SEES, and/or McREL web-based Systems provided to District by EES.

6. **District's Remedies.** District's exclusive remedy hereunder is termination of this Agreement.

7. **Limitation of Liability.** To the maximum extent permitted by law, under no circumstances shall either party be liable to the other for indirect, incidental, consequential, special or exemplary damages arising from this agreement or the breach hereof.

8. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties relative to the licensing of use of the OKTLE, SEES, and/or McREL web-based Systems and supersedes all oral or written proposals or understandings concerning such subject matter. This Agreement may be modified only pursuant to a writing executed by both parties.

(b) **Severability.** If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted and the remaining portions of this Agreement shall remain in full force and effect.

(c) **Survivability.** The obligations set forth herein shall survive any termination of this Agreement.

(d) **Waiver.** No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed to have been made unless such waiver or consent shall be in writing signed by the party against whom the waiver or consent is asserted. The waiver of one breach or default or any delay in exercising any rights under this Agreement shall not constitute a waiver of any subsequent breach or default.

(e) **Construction.** Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. No rule of construction requiring interpretation against the drafting party shall be applied or given effect.

(f) **Intellectual Property.** District shall cooperate fully with EES in the maintenance and protection by EES of any rights or interests of EES in the OKTLE, SEES, and/or McREL web-based Systems or other intellectual property or interests therein that are the subject matter of this License.

IN WITNESS WHEREOF, EES and District have executed this Agreement as of the 28th day of JUNE, 2022.

EMPLOYEE EVALUATION SYSTEMS, INC.

By: 
President

“EES”

INDEPENDENT SCHOOL DISTRICT NO. 1
OF McCain COUNTY, OKLAHOMA,
a/k/a Newcastle PUBLIC SCHOOLS

By: _____
For the District

“DISTRICT”



Sherri Garrard, Senior Vice President
1308 N Main St. Newcastle, Oklahoma 73065
(405) 387-4455 * Fax (405) 574-3730
* www.bankfnbt.com
SGarrard@bankfnbt.com
NMLS 411528

Cash Management Agreement
June 8, 2022

Newcastle Public Schools has requested that First National Bank and Trust Co. honor non payable warrants in an aggregate amount not to exceed \$1,500,000. These warrants represent budgeted school operating expenses for school year 2022-2023 as approved by the Newcastle School Board. The Interest rate will be 3.25% per annum. We anticipate this short term funding solution will be resolved by February 1, 2023.

Acknowledged and Agreed to by:

First National Bank & Trust Co
1308 N Main Street
Newcastle, OK 73065

Newcastle Public Schools
101 N Main St
Newcastle, OK 73065

A handwritten signature in blue ink, appearing to read "S. Garrard", written over a horizontal line.

Sherri Garrard, Sr Vice President

Board President

Date

Board Clerk

Date

Customer Information							
Client Legal Name	NEWCASTLE PUBLIC SCHOOLS						
Billing Address	101 N MAIN						
City	NEWCASTLE	State	OK	Zip	73065	Main Phone #	405.387.4304
Sales Contact	Jeff Landes	E-Mail	jlandes@newcastle.k12.ok.us		Phone	405.3872890	Ext
Payables Contact	Jeff Landes	E-Mail	jlandes@newcastle.k12.ok.ur		Phone	405.3053333	Ext

Equipment Schedule

Please refer to "Pricing and Schedule of Equipment," attached and made part of this Agreement for specific equipment and pricing.

Customer Authorized Signature: X	ImageNet Consulting, LLC Authorized Signature: X
Accepted by: _____ Title: _____ Date: _____	Accepted by: _____ Title: _____ Date: _____

The words YOU and YOUR refer to the Client listed above and the words OUR, WE and US refer to ImageNet Consulting, LLC, separately a "Party" and together the "Parties".

1. General:

- a. In accordance with the selected "Service Plan" listed in the attached Pricing and Schedule of Equipment (the "Schedule"), we may provide service and all maintenance including unlimited service calls, parts (as classified by the manufacturers) and consumable supplies, including maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and toner on the equipment listed in the attached Schedule (the "Equipment") for the term outlined. The terms and conditions outlined herein, combined with the Schedule, constitute the entire agreement between the parties (the "Agreement").
- b. Standard service rates are formulated using the manufacturer's suggested yield for toner and a six percent (6%) coverage for black and white prints and twenty-four percent (24%) coverage for color prints. Upon request, we will supply the manufacturer's suggested yield for supplies to be provided under this Agreement. If the total yield of supplies provided to you ("Pages Shipped") exceeds the total reported volume of printing ("Pages Billed") by more than twenty percent (20%) we may assess a surcharge equal to the manufacturer's suggested retail price ("MSRP") of the additional usage. Upon receipt of supplies, you shall be responsible for their safekeeping and shall reimburse us the MSRP of any supplies that are lost, damaged, stolen or used in equipment not supported under this Agreement.
- c. We may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected. The term "supply" or "supplies" includes toner, developer, fuser, maintenance kits, drums and supply modules as specified by the manufacturer.
- d. We will not be obligated to provide service on Equipment where you use (a) supplies; (b) printer parts; or (c) paper that does not meet manufacturer's specifications and/or you use supplies or spare parts not obtained through us. We may charge our standard hourly rates to repair Equipment with service problems as a result of your misuse of these items.
- e. In lieu of scheduled preventative maintenance, we will perform a "Total Call" that will cover any service required, including, but not limited to, the original service issue requested. The Total Call will include, (1) communication with you of the call status, if requested, (2) identification of problem source and what is needed to affect repairs, (3) Equipment inspection for high mortality areas to proactively avoid future service issues, (4) technician compliance through field audits and quality checks, (5) exterior and interior cleaning of Equipment and surrounding area, and (6) an explanation of repairs to you, if requested.
- f. If the Equipment is modified, altered, or serviced by personnel other than our representative, we may charge you for any damage resulting from such modification, alteration, or improper service.
- g. We will not be responsible for delays, inability to provide service calls due to strikes, riots, civil insurrections, acts of terrorism, accidents, acts of God, or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.
- h. Each impression on ledger (11x17) paper will be counted as two images.
- i. In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through us.
- j. In the event of rising fuel costs, we reserve the right to add a fuel charge to the monthly, quarterly or annual invoice.
- k. If applicable, you may request the right to adjust the "Base Charge" and "images included" by up to 10%. An adjustment request of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.
- l. We provide standard web-based support services including, but not limited to, service call dispatch, supply ordering, and current meter input available at www.imagenetconsulting.com <<http://www.imagenetconsulting.com>>.

2. Equipment Guidelines: All equipment covered under this Agreement must adhere to the following guidelines:

- a. Equipment must be placed in a normal office setting with sufficient space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
- b. Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the manufacturer, Equipment must be operated on an isolated electrical line.
- c. Equipment must be operated within the specified operational (including usage) specifications.
- d. Only our furnished supplies and parts may be used on the Equipment.
- e. Our supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's suggested MSRP.
- f. Equipment will be utilized at, and will not be removed from, the "Location Address" specified in the Schedule unless you get our written permission in advance to move it.

3. Coverage Excluded: This Agreement excludes the following unless otherwise specified:

- a. _____ Paper and staples;
- b. _____ Any, and all, equipment not listed on the Schedule attached to this Agreement, external cards, hard drives or supplemental hardware; and software;
- c. _____ Network Connected Equipment: Network connected equipment will be covered up to the network connection of the

Printer/Multi-Function Printer ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at your request and does not affect this Agreement.

- d. _____ Items damaged by you, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to you at our current rates.
- e. _____ It is your responsibility to ensure that any connected device meets with your network security policy, included but not limited to any malware protection.

4. Meter Reading:

- a. _____ **Monitoring:** We will install, activate, and utilize software, at no cost to you, to provide monitoring, support and reporting services for networked equipment. If you choose not to utilize our monitoring software, we reserve the right to charge \$5.00 per machine per month to offset our cost of manual meter collection, including onsite, phone and personal email requests for networked and non-networked Equipment.
- b. _____ **Estimated Meters:** In the event we are not able to obtain Equipment meter readings from you, we will utilize past meters to estimate a current meter in order to process billing. Overages may apply during the proceeding billing cycle if estimates are lower than actual volume. Invoice credits will not be issued for estimated meter readings.
- c. _____ **Stale Meters:** If we are unable to obtain meter readings for Equipment in three (3) consecutive reporting periods, we may require a usage/configuration page prior to placing any supply order. If no usage/configuration page is provided, we may (i) bill you for requested supplies at MSRP, (ii) remove the non-reporting Equipment from service coverage under this Agreement, (iii) suspend invoicing until a meter reading is reported, at which time all usage will be billable in arrears, (iv) continue to bill base charges based on the minimum usage commitment, or (v) dispatch a service technician to obtain a current meter reading and bill you our current hourly labor charge.
- d. _____ **Contact:** You agree to make available and designate a key contact for general administration of this Agreement, including troubleshooting of monitoring software or providing meter readings to us, as necessary. If the employment status of the key contact changes and affects the contact's availability to perform this assignment, you shall promptly inform us and provide a new key contact.

- 5. **Quality Assurance:** We will ensure reasonable Equipment uptime through our performance management and reporting tools. Performance reviews may be scheduled at your request.
- 6. **Additional Equipment:** You shall notify us promptly upon installing any additional equipment not purchased and/or leased from ImageNet Consulting, LLC ("Additional Equipment") at your site capable of using our provided Supplies. If the Additional Equipment is of the same model or utilizes the same specific supplies as any of the Equipment serviced by us under this Agreement then, upon installation, such Additional Equipment shall automatically be covered at the already established rates and considered Equipment under the terms of this Agreement. If the Additional Equipment is not of the same model as any of the Equipment serviced by us then we shall have the right to add it to this Agreement per a mutually agreed upon price evidenced by an amendment to the Equipment Schedule and executed by both parties.
- 7. **Implementation:** We will inspect any existing equipment currently located at your site that is to be covered under this Agreement to determine that it is in good mechanical condition prior to this Agreement's Effective Date. Should the equipment require significant repair or overhaul, such repairs may be charged to you at our current hourly rates. Such repairs will be performed and charged only upon agreement of both parties. Should you elect not to have equipment repaired, we will tag the equipment as Do Not Repair ("DNR") and will provide you with a revised Schedule to include the equipment identified as DNR. Any new equipment to be installed by us as part of this Agreement will be covered upon installation and execution of this Agreement.
- 8. **Back Orders:** Unless otherwise noted within this agreement, we may provide to customer compatible supplies if unable to receive supplies from the manufacturer due to back orders.
- 9. **Term:** Unless terminated in accordance with Section 10, this Agreement will begin upon delivery of Equipment and continue for a term designated in the Schedule attached to this Agreement or, if Equipment is leased, the term of this Agreement shall mirror the term of the lease (the "Initial Term"). This Agreement will be automatically extended upon expiration of the Initial Term for an additional 12 months (the "Renewal Term") unless you provide written notice to us of your intent to cancel the Agreement at least thirty (30) days prior to the last day of the Initial Term. Either party may cancel this Agreement at the end of the Initial Term or any Renewal Term with at least thirty (30) day written notice. If you cancel this Agreement, you must return any unused supplies we provided to you as part of this Agreement and, if you do not, we reserve the right to charge MSRP for any unused supplies. We reserve the right to increase contract rates annually, not to exceed 15% of the previous Base and Overage rates.
- 10. **Termination:** You may terminate this Agreement for cause, without penalty, at any time during the Initial Term or any Renewal Term for the following reasons with thirty (30) day written notice to us:
 - a. **Breach:** In the event of a breach of this Agreement by us, you may give written notice of the breach and request corrective action. If we have not either taken the requested action or begun a diligent prosecution thereof within thirty (30) days from receipt of your request, then you may, at your option, send us written notice of termination for cause; or
 - b. **Service Expectation Shortfall:** You may determine, based upon measurements made against reasonable requirements, that we are not performing to your reasonable expectations and requirements and may provide written notice to us that outlines any performance shortfalls. We shall have ten (10) business days from receipt of your notification to resolve the shortfall issue(s) to your complete satisfaction or you may, at your option, send us written notice of termination for cause; or
 - c. **Insolvency:** Upon our voluntary or involuntary bankruptcy or insolvency; or
 - d. **Fraud:** Upon our fraud, misrepresentation, misappropriation, or willful misconduct; or
 - e. **Breach of Confidentiality:** Upon your reasonable determination that we have violated the Confidentiality requirements outlined in this Agreement.

We may, at our sole discretion, terminate coverage on any specific Equipment that exceeds one hundred and fifty percent (150%) of its engine life or exceeds seven (7) years since the Equipment model was introduced to the market by the manufacturer by providing you thirty (30) day written notice.

- 11. **Payment:** Payment is due ten (10) days from date of invoice. Delinquent amounts will accrue interest at a rate of one and one-half percent (1.5%) of the past due amount per month (or, if lower, the maximum rate of interest chargeable under applicable law). You will pay all federal,

state and local sales, use property, excise or other taxes imposed with respect to the equipment listed on this Agreement. We will provide electronic copies of invoices via email to you on a monthly, quarterly, or annual basis. Should you elect to have invoices mailed to you, we will charge you \$3.00 per invoice as an administration fee to print, package, and mail requested invoices.

- 12. Indemnification:** Each party agrees to hold harmless, defend, and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. You agree to defend us, at your sole expense, against all suits, action or proceedings in which we are made a defendant for actual or alleged infringement of any intellectual rights. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event will we either party be liable to the other for consequential damages due to non-performance, any breach of this Agreement, or any act of its employees or agents.
- 13. Assignment:** Neither party may sell or assign, by operation of law or otherwise, any, or all, of its responsibilities hereunder or attempt to transfer any, or all, of its interest in this Agreement without written consent of the other party, such consent not to be unreasonably withheld. Any attempt to sell, assign, or transfer this Agreement in violation of this paragraph shall be void. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we now have. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.
- 14. Miscellaneous:** This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.
- 15. Breach or Default:** If you do not pay all charges for services as provided hereunder, promptly when due: (1) we may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates and (2) you agree to pay us all costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to us.
- 16. Confidentiality:** In the process of performance under this Agreement, the Parties may provide each other certain confidential or proprietary information regarding their business operations (collectively, the "Confidential Information"). Such Confidential Information, whether provided directly or indirectly, in oral, written, graphic or any other form, will be deemed confidential and subject to restricted use and limited distribution, regardless of whether it is identified as being confidential or proprietary at the time of disclosure. The receiving Party will (a) hold the Confidential Information in confidence and protect it with at least the same degree of care with which it protects its own information of a similar nature, but in any event not less than reasonable care; (b) only use the Confidential Information for the purpose of performing its obligations hereunder; (c) not copy or duplicate such Confidential Information without the disclosing Party's prior written approval; (d) restrict disclosure of such Confidential Information to only those employees, consultants and contractors with a need to know; (e) ensure employees or others given access to the Confidential Information agree to maintain the confidentiality thereof; (f) promptly notify the disclosing Party in the event that the receiving Party becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Confidential Information, so that the disclosing Party may seek an order protecting the Confidential Information from public disclosure; and (g) advise the disclosing Party promptly upon becoming aware of any loss, disclosure, or duplication of the Confidential Information or breach of the confidentiality of the Confidential Information. The obligations in this section will not apply to information which (a) is already known to the receiving Party as evidenced by a writing dated prior to the date of disclosure; (b) is or becomes generally known to the public through no wrongful act of the receiving Party; (c) is received from an unaffiliated third Party without either an obligation of non-disclosure or breach of an obligation of confidentiality in the third Party's receipt or transmission of the Confidential Information; (d) is independently developed by it or its affiliates without use of or reference to the Confidential Information; or (e) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and reasonably assists the disclosing Party in obtaining an order protecting the Confidential Information from public disclosure. Upon request of the disclosing Party, the receiving Party will immediately return any and all Confidential Information and any copies thereof, and will destroy all notes, or other documents involving the Confidential Information, or certify to the destruction of the Confidential Information in a form reasonably satisfactory to the disclosing Party.
- 17. Correspondence:** All correspondence relating to the notifications within this Agreement are to be sent via registered letter to ImageNet Consulting, LLC, Attn: Contracts Department, 913 N. Broadway, Oklahoma City, OK 73102 or emailed to contracts@imagenet.com or contracts@imagenet.com. We will send correspondence to you at the appropriate "bill to" address, physical or electronic mail, listed on your account.
- 18. Connectivity and Security:** We will connect up to four (4) workstations during initial installation; additional workstations will be subject to additional charges. We will provide you a Connectivity Information Sheet ("CIS") prior to installation of any equipment that requires software or connectivity. The CIS form may require an additional scope of work ("SOW") to be performed during the initial set up of the equipment. At your request, we will provide a new scope of work related to any issues that arise after ninety (90) days of the initial install. It is your responsibility to provide adequate and secure connectivity to enable the Equipment to perform to your satisfaction. You acknowledge and agree that we do not guarantee or warrant the quality, speed, security or uninterrupted availability of the Equipment as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Equipment are provided by a third party public utility or by private companies over which we have no control, and the security of data transmission over such lines to provide the Equipment is not our responsibility. Accordingly, we will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Equipment, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Equipment. You agree to refrain from any act or omission which disrupts, inhibits or prevents the effectiveness, or operation of the Equipment provided by us and our partners, including without limitation, virus protection, data backup and IT managed services.
- 19. Your Data:** You acknowledge and agree that the responsibility of acquiring and implementing tools for managing, storing, backing up, purging

and/or securing data is within the owner of such data. You acknowledge and understand that data may be stored on hard drives inside the Equipment and you agree that it is your responsibility to manage this data in accordance with any federal compliance laws, including but not limited to, HIPAA. Furthermore, you acknowledge and agree that in the use of the Equipment, including but not limited to the transmission and storage of data, that despite every effort by you and us, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that we will have no liability to you related to any such Data Breach but will endeavor to assist you in the recovery and restoration of such data at your sole cost.

20. **Data Backup:** We may install and/or configure the Equipment to work with your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to our installation and/or configuration of any Equipment to work with your hardware and software, and on a regular basis thereafter. You acknowledge that such backup procedures should be performed on at least a daily basis.
21. **Data Removal:** Upon expiration or termination of this Agreement, Equipment that is subject to this Agreement may contain your data ("Stored Data"). To the extent that you fail to remove and delete any of the Stored Data, you hereby authorize us to remove and delete the Stored Data at an additional cost but acknowledge and agree that we have no obligation to do so. All hard drives and other data retention devices in the Equipment must function in the same manner following removal and deletion of the Stored Data. You assume liability for and agree to indemnify, defend and hold us harmless from and against all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your failure to remove such Stored Data from the Equipment. In the event we temporarily loan Equipment to you, it is subject to this Agreement.
22. **Subscription License Grant:** In connection with the provision of the Services, we may provide you with access to certain software-as-a-service online applications ("Software") and certain proprietary content development, information and materials including, without limitation, custom software development, custom content development, user manuals, technical manuals, standard and customized forms, reports, software, courses, modules, assessment questions, and other content ("Provided Materials") on a limited, worldwide, non-exclusive, non-transferable, and revocable basis. Subject to your compliance with this Agreement, we hereby grant you, during the Term, a limited, worldwide, non-exclusive, non-transferable license to access and use the Software and Provided Materials solely in connection with the Services and for your internal use. The Software and Provided Materials are licensed and are not sold and, as between the parties hereto, you will at no time obtain title to the Software or Provided Materials. You will further ensure that any individual leaving your organization will be prohibited from accessing, copying or utilizing the Software or Provided Materials, and upon this Agreement's termination, you will return or destroy all Provided Materials.
23. OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY WILL BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE PERFORMANCE OF THE EQUIPMENT, INABILITY TO USE ANY SOFTWARE LICENSED BY US, OR THE LOSS OF THE USE OF THE EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND YOU HEREBY WAIVE ANY CLAIMS RELATED THERETO.
24. **Jurisdiction:** This Agreement will be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Oklahoma (excluding its conflict of laws provision). Both parties consent to the exclusive jurisdiction of any claims related to this Agreement in the state or federal courts of Oklahoma, and each party irrevocably waives any objection, including any objection of laying venue, which it may have, or hereafter have, to the bringing of any action or proceeding in any such court in respect of this Agreement. BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.
25. **Signer Authority:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
26. **Entire Agreement:** This Agreement constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of both parties.

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

JOHN G. MOYER, JR.
JERRY L. ZIMMERMAN
FREDERICK J. HEGENBART
ERIC P. NELSON
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C.H. ROSENSTEIN (1893-1990)
HENRY L. FIST (1893-1976)
DAVID L. FIST (1931-2008)
A.F. RINGOLD (1931-2021)

OF COUNSEL
ADAM S. BREIPOHL
JOHN E. HOWLAND
EMILY C. KRUKOWSKI
ALISON A. VERRET

March 28, 2022

Newcastle School District
Attn: Melonie Hau, Superintendent
101 N. Main Street
Newcastle, OK 73065

Thank you for the opportunity to provide your legal services. Rosenstein, Fist & Ringold trusts that you have found our services responsive to your needs. Please know that we always welcome suggestions for improving our services and your satisfaction with our processes and procedures. In total, our lawyers have more than 300 years' experience in representing public entities in the State of Oklahoma. We truly believe that this significant experience and expertise makes us the premier law firm for governmental entities in the State.

Like most organizations, it is necessary to periodically adjust our fees in order to maintain the level of services that our clients expect and deserve. The last fee adjustment affecting our governmental clients was nine (9) years ago on July 1, 2013. The consumer price index during that timeframe has increased by more than 21.46%. Enclosed is a schedule of hourly rates that will apply to services provided to you effective July 1, 2022. The increase is approximately 15%. Our governmental law billing rates continue to be significantly discounted compared to standard billing rates.

Rosenstein, Fist & Ringold is committed to providing the very highest quality legal services to public entities in this State. Further, we are proud of the fact that our significant expertise in legal matters involving public entities allows us to handle your matters much more efficiently and effectively than any other firm in the State. We are determined to continue with these commitments and we look forward to our continuing service to you.

Rosenstein, Fist & Ringold, Inc.



ROSENSTEIN FIST & RINGOLD

**Governmental
2022 Billing Rates
Effective July 1, 2022**

Years of Practice as Attorney:

30+ Years	\$300
25-29 Years	\$270
20-24 Years	\$260
15-19 Years	\$250
10-14 Years	\$210
6-9 Years	\$180
3-5 Years	\$165
0-2 Years	\$155
Law Clerks	\$100
Paralegals	\$115

Billing rates may increase on July 1 of each subsequent year to adjust for inflation as determined by the previous year's Social Security Cost of Living Adjustment. Any increases will be made in \$5.00 per hour increments rounded to the nearest \$5.00.



ROSENSTEIN FIST & RINGOLD

Schedule of Reimbursed Expenses

Telephone - Long Distance	Free (no charge)
Facsimile - Incoming	Free (no charge)
Facsimile - Outgoing	\$1.00 per page for local calls and \$2.00 per page for long distance calls (all other long distance charges are waived)
Travel	At actual cost (mileage billed at IRS approved rates)
Delivery-Postage	At actual cost
Photocopying	.20 cents per page
Secretarial Overtime	Only upon request of client and then only at actual cost
Cash Advances	At actual cost up to \$500; expenditures over \$500 are sent directly to client for payment
Computer Assisted Research (Westlaw)	At actual cost

Therapy InSync LLC School District Service Contract

This Agreement is entered as of March 6th, 2022 by and between Newcastle Public Schools (hereinafter the "DISTRICT"), and **Therapy InSync LLC** and its associates (hereinafter "CONSULTANT").

A. TERM:

1. The term of this Agreement shall be from May 20th, 2022 through May 30, 2023 inclusive unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT will be engaged as an independent Contractor, and therefore, be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, Oklahoma Workers Compensation, unemployment, health insurance or malpractice insurance or the like.
3. DISTRICT, will submit a Form 1099 at year-end to CONSULTANT and Federal Government.
4. DISTRICT reserves the right to reject any of the CONSULTANT'S staff which the DISTRICT, at its sole discretion, may deem unqualified.
5. CONSULTANT agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims demands, actions, lawsuits, costs, damages, and expenses, including attorney's fees, judgments, fines, and amounts arising from any willful act, omission, error, recklessness, or negligence of the CONSULTANT, its employees, or directors in connection with the performance of services pursuant to the Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
6. The DISTRICT understands, in the event of an unscheduled (i.e. not indicated on the 2022-2023 academic calendar) school closing, and/or shift to "Virtual/ Distance Learning", the CONSULTANT will be paid a daily flat rate of Two Hundred and Fifty Dollars (\$250.00) as long as the CONSULTANT is unable to perform normally scheduled duties on the school property

C. SERVICES AND RESPONSIBILITIES

1. All services provided by the CONSULTANT to the students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT of the particular service to be provided and upon any modification of a student's IEP.
2. DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
3. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State, and local laws, rules, and regulations as well as the established policy guidance from the State of Oklahoma Department of Education.
4. CONSULTANT agrees to supervise Speech-Language Pathologist Assistant(s) (SLPA) in accordance with federal, state, and local laws and regulations. In the event that an SLPA is

not conducting his/ her roles and responsibilities in accordance with the Assistant's Code of Conduct, Federal, State or local laws and regulation the CONSULTANT reserves the right to sever or decline supervision.

5. CONSULTANT shall provide all services pursuant to this Agreement in competent, professional and timely manner.
6. CONSULTANT shall provide services including, but not limited to, the administration and interpretation of screenings/ evaluations, planning/ implementation of speech-language intervention, preparation, documentation and implementation of Individualized Education Program (IEP) and meetings, any and all documentation pertaining to the supervision of SLPA(s) and/ or students, maintain records, logs, in accordance with all applicable laws, regulations, requirements of the State of Oklahoma Department of Education, and DISTRICT policies and procedures in force.
7. CONSULTANT will submit a monthly claim form by the 5th day of each month for the previous month's services beginning September 5th, 2022.
8. DISTRICT agrees to pay CONSULTANT a standard hourly rate of \$75.00 per hour for services rendered. Reimbursement for said services will be paid one week following monthly board meetings.

CONSULTANT:

(Print) Danielle McGregor M.A. CCC-SLP

Signature *Danielle McGregor M.A. CCC-SLP*

Date: 05/06/2022

SCHOOL DISTRICT: _____

Approving Personnel (print) _____

Signature _____

Title: _____

Date: _____

TRI-CITY LEARNING ACADEMY COOPERATIVE AGREEMENT

This Agreement creating the Tri-City Learning Academy Cooperative (“Cooperative”) is entered into by Independent School District No. 01 of McClain County, Oklahoma, a/k/a Newcastle Public Schools (“Newcastle”), and the Member School Districts identified below (“Members”) (all of which are collectively referred to as “Participating Districts”), effective July 1, 2022.

WHEREAS, Participating Districts desire to develop and participate in a cooperative to provide virtual education services and other services benefiting virtual and blended learning to the Participating Districts and their students; and

WHEREAS, it is the intent of the Participating Districts to provide the authority to Newcastle to direct the operations of the Cooperative as its local education agency (“LEA”);

THEREFORE, the parties agree as follows:

1. LEA: Newcastle will serve as the LEA for the Cooperative. If Newcastle resigns as LEA effective at the end of any fiscal year, the Cooperative will only continue in existence if another Participating District agrees to assume the functions of LEA. Newcastle will give written notice to the Members of its intent to resign as LEA prior to March 15 of the then-current fiscal year.
2. TERM: This Agreement will be in full force and effect for the period July 1, 2022 to June 30, 2022. Each member will renew its membership in the Cooperative for each subsequent fiscal year unless it gives written notice of its intent to withdraw prior to March 15 of the then-current fiscal year to the LEA. Members may terminate this Agreement in whole or in part at any time by a unanimous vote of the Participating Districts, provided that the LEA will be held harmless by the Members for expenses it incurs beyond its reasonable proportion thereof upon termination.
3. FISCAL YEAR: Except for the initial term of this Agreement as described in the first sentence of Paragraph 2, above, the fiscal year for the Cooperative will commence on July 1 and continue to June 30 of the subsequent calendar year.
4. MEMBERS: The initial Members of the Cooperative are: Blanchard Public Schools, Bridge Creek Public Schools and Tuttle Public Schools. Affiliate members are: Dibble Public Schools, Minco Public Schools, and Washington Public Schools. Additional public school districts can become affiliate members with the written consent of the LEA and a majority of Members.
5. SERVICES: During the term of this Agreement, LEA will work with Members to make the Tri-City Learning Academy operational for students for the 2022-23 school year by hiring staff and taking other actions the LEA deems necessary.
6. FACILITIES: Virtual education services and counseling will be provided to students enrolled in the Cooperative at either their resident school district or LEA’s facilities. It is the parties’ intent that students access learning labs, child nutrition and extracurricular activities at their home school sites. The LEA will provide appropriate office space for a virtual coordinator and the

coordinator's assistant/clerk in LEA's facilities. Participating Districts will provide appropriate teaching and counseling space for use by certified teaching staff and counseling staff who are providing Cooperative services in Participating Districts' facilities.

7. EQUIPMENT AND SUPPLIES: Participating Districts will provide all supplies and equipment required to support the services provided at their facilities.
8. STAFF: LEA will employ and provide staff, including a virtual coordinator, coordinator's assistant/clerk, certified teaching staff and counseling staff to provide the services required by the terms of this Agreement.
9. GRADUATION: Each student enrolled in the Cooperative who is eligible for graduation will receive a diploma and will graduate from the student's resident school district.
10. ALLOCATION OF FUNDING: Each Participating District will be assessed an administrative assessment determined by that district's ADM in comparison to all schools ADM in the cooperative. This assessment will cover all administrative costs, dedicated cooperative staff costs, curriculum and equipment. This assessment will cover a proportionate number of virtual course slots for students from each school. If a participating school exceeds those course slot allotments the LEA will assess the district based on per pupil weighted average daily membership for the number of its students enrolled in the Tri-City Learning Academy. LEA will submit a billing to Members each semester showing the amount owed, along with attendance records for their resident students enrolled in the Tri-City Learning Academy. Members will pay the invoice in full within 30 days, with all payments made payable to Newcastle Public Schools. Members will make all payments pursuant to this Agreement by the last day of the fiscal year.
11. TRANSPORTATION: The Participating Districts are responsible for arranging and providing transportation required by their resident students to access services provided by the Cooperative. The LEA will not provide reimbursement to Members for the cost of such transportation services.
12. LITIGATION AND DUE PROCESS: Each Participating District shall bear the responsibility for providing a free appropriate public education in the least restrictive environment to all of its students with disabilities who are residents of that school district. The Cooperative shall not be designated as the local education agency for purposes of providing a free appropriate public education or for any due process purposes under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or Title II of the Americans with Disabilities Act. Any costs associated with litigation, including due process hearings, shall be the responsibility of the Participating District where the student who brings due process or litigation resides.
13. OBLIGATIONS OF MEMBERS:

- a. Each Member will gather appropriate student information, conduct any necessary assessment and obtain parent consent, as needed, regarding each of their students who seek to enroll in the Cooperative.
- b. Each Member will maintain student education records for each participating student at its site and will make available to Cooperative copies of the relevant records of each such student. Cooperative will maintain the student education records of participating students on Cooperative's site and be responsible to make available copies of the records of each student to the Member. The Participating Districts will comply with applicable federal and state laws and regulations concerning the student education records of students participating in Cooperative services.
- c. If a Member determines that an LEA staff member is needed to participate in an Individualized Education Program or Section 504 Team meeting for a student participating in Cooperative services, Member will notify the LEA sufficiently in advance of the meeting to enable LEA to arrange the staff member's participation.
- d. For students with disabilities participating in Cooperative services, it is the responsibility of the Member in which the student resides to promptly provide the appropriate LEA staff members with the necessary information from the student's IEP or Section 504 Plan and to promptly make Member staff available as needed to answer questions about and explain the responsibilities of LEA staff under the IEP or Section 504 Plan.

14. SERVICES AVAILABLE OUTSIDE THE REGULAR SCHOOL YEAR: Except as otherwise agreed to by the Participating Districts, all Cooperative services will be provided during LEA's regular school day and year.

15. ADDITIONAL COOPERATIVE SERVICES: The need for additional Cooperative services will be evaluated annually. Additional Cooperative services will be added with the written consent of the LEA and a majority of Members if sufficient funding and appropriate staff are available.

IN WITNESS WHEREOF, the parties execute this Agreement, which shall remain in full force and effect until terminated in accordance with the terms of this Agreement.

Independent School District No. 01 of McClain County, Oklahoma a/k/a **Newcastle Public School District**

Member Districts

Blanchard Public Schools
Bridge Creek Public Schools
Dibble Public Schools
Minco Public Schools
Tuttle Public Schools
Washington Public Schools

Date

President, Board of Education

Clerk, Board of Education

**Resolution of Newcastle School District to Join
Oklahoma Schools Insurance Group**

Whereas, Oklahoma Schools Insurance Group (“OSIG”) is an Oklahoma interlocal formed in accordance with Oklahoma law to enable Oklahoma School Districts to cooperate with each other to procure insurance services, benefits and insure against losses and possible liabilities in the most cost effective manner; and

Whereas, Newcastle School District is an Oklahoma public school district (“the District”); and

Whereas, OSIG has provided to the District a Plan Document which includes a quotation for certain insurance coverages for the 2022/2023 plan year; and

Whereas, the quotation is acceptable to the District;

Now, therefore be it resolved, that the District hereby joins OSIG as a Member;

Be it further resolved, that so long as the District remains as a Member, the District shall comply with OSIG’s bylaws, the Plan Document, and OSIG claim reporting procedures; and

Be it further resolved, that by the adoption and signing of this resolution, Newcastle School District understands and agrees that school district members are responsible for their own loss experience and will not be singly responsible for other members’ losses.

Date: _____

Newcastle School District

By: President, Board of Education

ATTEST:

Clerk, Board of Education



Revised

June 22, 2022

Board of Directors

Terry Davidson,
Chairman
Finance Director:
Comanche Schools

Melonie Hau
Newcastle School District
101 N Main
Newcastle , OK 73065

Dr. John Cox,
Treasurer
Superintendent:
Peggs Schools

RE: Membership Proposal Effective 7/1/2022

Dear Melonie Hau:

Sherry Durkee
Secretary
Superintendent:
Sand Springs
Schools

We are very pleased to provide you with the attached proposal for insurance coverages with Oklahoma Schools Insurance Group (OSIG).

Brad Overton,
Member
Superintendent:
Cordell Schools

OSIG is not a conventional insurance program. We are a public entity in the state of Oklahoma formed by an Interlocal Agreement and made up of member public school districts. Our organization is non-profit, member owned, and controlled by a board of your peers. Our sole mission is to serve our member schools. Our promise is to provide quality insurance coverage and superior service at stable pricing. We are pleased that 536 school districts are members of OSIG. Our membership is strong and committed.

Randy Hughes,
Member
Superintendent:
McAlester Schools

OSIG's financial position is excellent. No other Oklahoma school insurance program can provide you with this security. Our organization is continuously growing, improving and looking for new ways to serve Oklahoma schools. The group purchasing power of OSIG and a non-profit structure provides competitive insurance rates even in tough financial times.

Shelley Free
Member
Superintendent:
Kiamichi Technology
Center

Included in this proposal is information on OSIG's financial condition and summaries of enhanced coverages that only OSIG provides.

For the 2022-2023 plan year, we are requiring the resolution to be signed by the member's Board of Education and returned to OSIG before close of business June 30, 2022 in order to bind coverage effective 07/01/2022.

Executive Director

David Martin

Loss control, risk management services, and specialized insurance coverages included in OSIG program are:

- Enhanced Property and Liability Coverage
- Cyber Liability, Crime, Pollution, School Violent Acts Protection
- Online Training in many different areas for your school employees
- Loss Control Site Surveys / Safety Inspections
- Member Only Risk Management Library at www.osig.org
- StopIt Anonymous Incident Reporting Mobile App & Web App

If you have any questions about the insurance procurement process or this proposal, please contact your local agent or any member of the OSIG administration team. Contact names and phone numbers are included in the proposal.

Sincerely,

OSIG Program Administration

Cc: BancFirst Insurance Services, Inc.



Revised

**Newcastle School District
101 N Main
Newcastle , OK 73065**

This is not an invoice.

Breakdown of Insurance Cost

Annual Premium Breakdown	
Property:	\$525,479
Boiler & Machinery:	\$3,236
Auto Physical Dmg:	\$6,623
General Liability:	\$20,455
Auto Liability:	\$27,271
Educators Legal:	\$20,455
Excess Liability:	\$8,986
Total Annual:	\$612,505

A 25% minimum earned premium applies.

Your historical billed premiums, total insured values and loss information are shown in the charts below.

Year	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Total Values	\$81,304,675	\$81,710,935	\$83,340,121	\$86,629,384	\$86,745,023	\$88,458,330
Premium	\$217,610	\$225,176	\$237,553	\$252,196	\$273,262	\$352,396
Distribution	\$9,482	\$0	\$0	\$10,748	\$0	\$0

Number of Claims:	Insurance Cost Paid to OSIG (incl Endts):	Incurred Claims:	Loss Ratio:
28	\$1,556,662	\$4,678,403	300.54%

Your losses are considered in the calculation of the cost of your insurance. Your dedication to maintaining your property and providing safe campuses for your students and community will result in savings in the cost of your insurance.

Payment Terms

Payment of the insurance cost is due the effective date of your coverage. **A copy of your purchase order encumbering funds for payment of your insurance should be provided to OSIG as soon as available.** A three (3) payment plan option is available.

- Installment #1 1/3 of total due 7/1/22
- Installment #2 1/3 of total due 8/1/22
- Installment #3 1/3 of total due 9/1/22

Revised

Coverages

OSIG provides a full range of property and liability coverages with the exception of workers compensation. Crime and Cyber Liability coverages are included in pool limits.

Property

- Full Replacement Cost - Except Roofs over 15 years old and Autos, Contractors Equipment & Debris Removal Only adjusted at ACV
- No Coinsurance Clause
- Exclusion - Cosmetic loss to metal roof coverings caused by hail
- Real And Personal Property- Limit Per Occurrence \$700,000,000
- Building - Margin Clause 125% of scheduled limits per statement of value
- Business Personal Property - blanket coverage per statement of values including:
 - Electronic Data Processing Equipment, and Media
 - Accounts Receivable
 - Valuable Papers
 - Fine Arts
 - Miscellaneous Property
 - Miscellaneous Unnamed / Undescribed Property
 - Builder's Risk
 - *Note All Builder's Risk projects must be reported to OSIG - Frame projects are subject to approval
 - Outdoor Property - covered all perils
 - Extra Expense
 - Business Income including Rental Income and Tuition Income
 - Ordinance or Law including Increased Cost of Construction and Demolition
 - Contractor's Equipment Coverage
 - Debris Removal Coverage
 - Covered Property In Transit
 - Personal Property of Others/Officers/Employees
 - Off Premises Services Interruption including Extra Expense
 - Vehicle Damage
- Newly Acquired Property Coverage - 120 days \$25,000,000
- Earthquake, Volcanic Eruption- Aggregate Any One Policy Year \$10,000,000
- Flood- Aggregate Any One Policy Year \$25,000,000
 - *Note Flood Zones A and V are excluded
- Terrorism \$500,000,000
- Pollution Liability included
- Boiler And Machinery Coverage- Any One Occurrence \$200,000,000

Please refer to the attached property and automobile schedules for your school district's limits of insurance for Building, Contents, Extra Expense, Miscellaneous Property, EDP, Earthquake, Flood and Automobile Physical Damage coverage.

Deductibles Optional increased deductible quotations are available upon request.

- \$50,000 Property Deductible Per Occurrence
- \$50,000 Property Deductible Per Occurrence- Windstorm / Hail
- \$1,000 Boiler / Machinery Deductible per Occurrence
- \$10,000 Terrorism Deductible Per Occurrence
- \$50,000 Flood, Earthquake and Pollution

Revised

General Liability

- \$1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Bodily Injury, Property Damage And Personal / Advertising Injury
- Premises / Operations And Products / Completed Operations
- Miscellaneous Medical Professional to Include School Nurses, Student Nurses, Counselors and Allied Health Programs
- Insureds Include District, Board Members, Employees, Student Teachers, And Volunteers
- No Exclusions for Corporal Punishment or Sexual Misconduct
- No Deductible
- PTA/PTO's included for coverage if funds flow through school's books.

School Board Legal Liability

- Claims-Made Form
- \$1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Errors And Omissions Liability including Educational Errors And Omissions
- Employment Practices Liability
- Insureds Include District, Board Members, Employees, Student Teachers, and Volunteers
- *Unlimited Prior Acts / No retroactive date included
- \$25,000 legal costs for IEP administrative hearings
- \$5,000 Deductible
- *Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

Employee Benefit Liability

- Claims Made Form
- Unlimited Prior Acts / No retroactive date included
- *Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

Automobile Liability

- \$1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Bodily Injury And Property Damage
- Includes Hired and Non-Owned Exposures
- Includes Uninsured and Underinsured Motorists (Oklahoma Minimum Limits)
- Insureds Include District, Board Members, Employees, Student Teachers, and Volunteers
- Coverage included for garage liability and garage keepers legal liability.
- \$1,000 Auto Property Damage Deductible
- No charge for vehicles added/deleted during the policy term. Vehicle changes must be reported to OSIG.

Automobile Physical Damage

- Actual Cash Value
- \$1,000 Deductible
- Vehicle additions / deletions / changes must be reported to OSIG
- No charge for vehicles added/deleted during the policy term.
- Please refer to the attached schedule of vehicles.

Revised

Crime

- \$10,000 Limit Per Occurrence / Per District
- Employee Dishonesty
- Premises Money And Securities
- Transit Money And Securities
- \$1,000 Deductible

Cyber Liability

- Claims-Made Form
- Retro date - first effective date with OSIG
- Liability
 - \$2,000,000 Annual Aggregate Limit for Information Data and Network Liability
 - \$2,000,000 Annual Aggregate for Regulatory Defense and Penalties
 - \$2,000,000 Annual Aggregate for Payment Card Liability and Costs
 - \$2,000,000 Annual Aggregate for Media Liability
- Breach Response Cost
 - \$500,000 Annual Aggregate for Breach Response Cost
- First Party
 - \$750,000 Annual Aggregate for Cyber Extortion Loss
 - \$750,000 Annual Aggregate for Data Recovery Costs
 - \$750,000 Annual Aggregate for Business Interruption Resulting in Security Breach
 - \$500,000 Annual Aggregate for Business Interruption Resulting in System Failure
 - \$750,000 Annual Aggregate for Dependent Business Interruption Resulting in Security Breach
 - \$100,000 Annual Aggregate for Dependent Business Interruption Resulting in System Failure
- eCRIME
 - \$75,000 Annual Aggregate for Fraudulent Instruction
 - \$75,000 Annual Aggregate for Transfer Fraud
 - \$75,000 Annual Aggregate for Fraud
- Coverage Endorsements
 - \$100,000 Annual Aggregate for Reputation Loss
 - \$50,000 Annual Aggregate for Claims Preparation Costs for Reputation Loss Claims Only
 - \$100,000 Annual Aggregate for Computer Hardware Replacement Costs
 - \$100,000 Annual Aggregate for Invoice Manipulation
 - \$25,000 Annual Aggregate for Cryptojacking
- \$10,000 Deductible

School Violent Acts Protection

- \$25,000 Each Occurrence Limit
- \$250,000 Aggregate Limit (all members, all claims)
- No Deductible
- \$25,000 Property/Safety Improvements following School Violent Act
- Must notify OSIG within 10 days of receiving notice of a School Violent Act

Excess Liability

- Excess Primary Limits \$4,000,000
- Follow Form Underlying - Excluding Employers Liability

Note: Per Occurrence Limits are shared limits except as otherwise indicated.

Property Schedule

Report Printed: 06/22/2022 12:00 pm

Newcastle School District

Location	Occupied As	Bldg Value	Contents Val
101 N Main-High Sc	Administrative Building	\$3,660,000	\$366,000
101 N Main-High Sc	Cafeteria	\$1,667,500	\$166,750
101 N Main-High Sc	Cheer Building	\$1,464,000	\$146,400
101 N Main-High Sc	Fencing	\$14,405	\$0
101 N Main-High Sc	High School Ag Building	\$2,070,000	\$207,000
101 N Main-High Sc	High School Band Building	\$1,006,500	\$120,270
101 N Main-High Sc	High School Classroom-East	\$5,185,000	\$562,861
101 N Main-High Sc	High School Classroom-West	\$7,725,040	\$772,504
101 N Main-High Sc	High School/Auditorium/Classrooms/Library Addition	\$9,455,000	\$945,500
101 N Main-High Sc	Main Gym/High School	\$7,172,380	\$717,238
101 N Main-High Sc	Old Gym/High School	\$5,490,000	\$549,000
101 N Main-High Sc	Robotics	\$319,028	\$54,121
251 NE 2nd Street	Early Childhood Center	\$28,365,000	\$2,836,500
333 Walker Dr.	Bus Barn/Maintenance Building	\$3,532,000	\$353,200
400 N W 10th	Chainlink Fence	\$43,211	
400 N W 10th	Covered Walkway	\$7,921	
400 N W 10th	Elementary Cafeteria	\$2,226,500	\$222,650
400 N W 10th	Elementary School	\$13,983,945	\$1,398,395
400 N W 10th	Flag Pole	\$1,440	
400 N W 10th	Portable Classrooms	\$93,619	\$15,636
400 N W 10th	Portable Classrooms	\$93,619	\$15,636
400 N W 10th	Portable Classrooms	\$93,619	\$15,636
400 N W 10th	Portable Classrooms	\$93,619	\$15,636
418 N W 10th	5th Grade Center, Classrooms & Gym	\$10,583,500	\$1,169,019
418 N W 10th	Baseball Light Poles	\$225,292	
418 N W 10th	Baseball Practice Facility	\$1,000,000	\$120,270
418 N W 10th	Baseball RR/Concession	\$57,612	\$9,623
418 N W 10th	Bleachers @ Softball Field	\$16,564	
418 N W 10th	Bleachers @ Softball Field	\$27,366	\$0
418 N W 10th	Bleachers @ Softball Field	\$27,366	
418 N W 10th	Chainlink Fence	\$28,806	
418 N W 10th	Concession Stand @ Softball Field	\$12,818	\$2,406
418 N W 10th	Covered Patio	\$15,000	
418 N W 10th	Dugouts- Baseball (2)	\$12,242	
418 N W 10th	Dugouts- Softball (2)	\$12,242	
418 N W 10th	Flag Pole	\$1,440	
418 N W 10th	Scoreboard- East	\$5,400	
418 N W 10th	Scoreboard- West	\$5,400	
418 N W 10th	Storage Shed	\$9,440	\$944
611 E Fox Lane-Mid	Middle School	\$24,552,500	\$2,455,250
611 E Fox Lane-Mid	Track	\$864,181	\$0
Hwy 130-Football/S	Band Bleachers @Football/Soccer Field	\$43,211	\$0
Hwy 130-Football/S	East Bleachers @ High School Stadium	\$180,038	
Hwy 130-Football/S	Fencing & Brick Columns @ High School Stadium	\$50,411	
Hwy 130-Football/S	Football Turf	\$500,000	\$0
Hwy 130-Football/S	Football/Soccer Concession	\$915,000	\$91,500
Hwy 130-Football/S	High School Field House	\$4,801,012	\$481,077
Hwy 130-Football/S	Poles & Lights (4) @ High School Stadium	\$150,000	
Hwy 130-Football/S	Ticket Booth	\$36,008	\$0
Hwy 130-Football/S	Video Scoreboard @ High School Stadium	\$244,852	
Hwy 130-Football/S	West Bleachers & Pressbox	\$287,339	\$28,734
		<u>\$138,428,386</u>	<u>\$13,839,756</u>

Floater Limit	<u>\$393,000</u>	Auto Values:	<u>\$1,931,912</u>
EDP Limit	<u>\$250,000</u>	Total Values:	<u>\$155,343,054</u>
Extra Expense Limit	<u>\$500,000</u>		

Auto Schedule

Report Printed: 06/22/2022 12:00 pm

Newcastle School District

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
1	1997	Vanh	Bus	70	YE2TA76B5U2029098	\$160,000
2	1997	Ford	Pickup	6	1FTJW35F9VEC44144	\$27,000
3	2000	Bluebird	Bus	60	1GBL7T1C2YJ506605	\$45,000
4	2000	Bluebird	Bus	60	1GBL7T1C3YJ506161	\$45,000
5	2002	Bluebird	Bus	60	1GBJG31F121126258	\$40,000
6	2004	Elite	Trailer		5MKWB162840005251	\$10,000
7	2005	Bluebird	Bus	71	1BAKGCKH36F232195	\$46,000
8	2005	Chevrolet	Suburban	7	36NEC16295G263266	\$40,000
9	2005	Bluebird	Bus	71	1BAKGCKH16F232194	\$46,000
10	2005	Bluebird	Bus	71	1BAKGCKH06F235989	\$52,000
11	2005	Bluebird	Bus	71	1BAKGCKA26F236001	\$57,000
12	2006	Bluebird	Bus	71	1BAKGCKH87F242898	\$61,000
13	2007	Elite	Trailer		5MKWG202670008508	\$19,950
14	2008	Ford	Pickup	5	1FDSX20568EC88595	\$17,000
15	2008	Ford	Pickup	5	1FTSX20528EC88596	\$17,000
16	2007	Bluebird	Bus	71	1BAKGCKH58F252905	\$74,000
17	2008	Bluebird	Bus	71	1BAKGCPH59F256911	\$71,000
18	2008	Nissan	Minivan	7	5N1BV28U98N106325	\$15,000
19	2009	Bluebird	Bus	71	1BAKGCPH6AF259789	\$71,000
20	2009	Bluebird	Bus w/lift	54	1BAKCCPH3AF269776	\$80,000
21	2010	Bluebird	Bus	71	1BAKGCPH1BF277686	\$71,500
22	2004	Bluebird	Bus	60	1BAKGCKH44F216827	\$45,000
23	2004	Bluebird	Bus	60	1GAKGCKH05F227146	\$45,000
24	2008	Honda	Odyssey	7	5FNRL38728B413634	\$20,000
25	2014	Bluebird	Bus	71	1BAKGCPH2EF299023	\$84,300
26	2012	Bluebird	Bus	71	1BAKGCPH9CF283687	\$67,500
27	2015	Ford	F250 Pickup		1FT7W2BT2FED66005	\$45,615
28	2016	Cargo Craft	Band Trailer		4D6EG3225GC044465	\$13,000
29	2017	Ford F250	Pickup		1FT7W2BT9HEE18328	\$49,917
30	2015	Bluebird	Bus	71	1BAKGCPH6FF306234	\$84,500
31	2017	Bluebird	Bus	71	1BAKGCPH8HF335706	\$83,509
32	2013	Bluebird	Bus	71	1BAKGCPH5DF291447	\$68,000
33	2017	Ford	Transit Van	14	1FBVU4XG5HKA30409	\$33,328
34	2017	Ford	Transit Van	14	1FBZX2ZM9HKA72436	\$24,211
35	2012	Bluebird	Bus	71	1BAKGCPHXCF289059	\$67,168
36	2020	Bluebird	Bus	15	1BAKCEH4LF362781	\$90,964
37	2006	Chevy	Pickup		1GCEK19V26Z218238	\$6,200
38	2020	Chevy	Suburban	8	1GNSCHKC7LR119421	\$38,250

Total Value of All Autos for Newcastle School District: **\$1,931,912**

Revised

Procedure to Renew Coverage

Notify your agent of your acceptance of this insurance renewal proposal. Your agent will advise the OSIG administrative staff in writing that you wish to renew the insurance coverage.

The signed Resolution by the member's Board of Education and return to OSIG in order to bind coverage effective 07/01/2022.

Payment Terms

Payment of the insurance cost is due the effective date of your coverage. A copy of your purchase order encumbering funds for payment of your insurance should be provided to OSIG as soon as available. A three (3) payment plan option is available.

Installment #1	1/3 of total	due 7/1/22
Installment #2	1/3 of total	due 8/1/22
Installment #3	1/3 of total	due 9/1/22

A 25% minimum earned premium applies.

Risk Management And Loss Control Tools

Loss Control Site Consultation

StopIt Anonymous Incident Reporting Mobile App & Web App

Risk Management focused website www.osig.org

Examples of Online training:

Free of charge to all members of OSIG

Online 24/7 access to training

Training modules include:

- Promoting Child Safe Environments - two training platforms
(Fulfills legislative mandate for child abuse awareness training)
- Workplace Harassment Prevention
- Short Term International Programs
- Teaching Science Safely
- Contracting and Risk Allocation
- Driver Safety
- Youth Athletics
- Crisis Response Planning

**Resolution of Newcastle School District to Join
Oklahoma Schools Insurance Group**

Whereas, Oklahoma Schools Insurance Group (“OSIG”) is an Oklahoma interlocal formed in accordance with Oklahoma law to enable Oklahoma School Districts to cooperate with each other to procure insurance services, benefits and insure against losses and possible liabilities in the most cost effective manner; and

Whereas, Newcastle School District is an Oklahoma public school district (“the District”); and

Whereas, OSIG has provided to the District a Plan Document which includes a quotation for certain insurance coverages for the 2022/2023 plan year; and

Whereas, the quotation is acceptable to the District;

Now, therefore be it resolved, that the District hereby joins OSIG as a Member;

Be it further resolved, that so long as the District remains as a Member, the District shall comply with OSIG’s bylaws, the Plan Document, and OSIG claim reporting procedures; and

Be it further resolved, that by the adoption and signing of this resolution, Newcastle School District understands and agrees that school district members are responsible for their own loss experience and will not be singly responsible for other members’ losses.

Date: _____

Newcastle School District

By: President, Board of Education

ATTEST:

Clerk, Board of Education

**AN INSURANCE PROPOSAL
PREPARED FOR:**

Newcastle Public Schools



**PRESENTED BY:
Danny Ray, Jr.**



Insurance Services, Inc.

**13230 Pawnee Drive, Suite 205
Oklahoma City, OK 73114**

<https://www.bancfirst.insurance>

Service Team

Producer

Danny Ray

danny.ray@bancfirst.insurance

(405) 600-1811

Main contact for insurance program and any other items that are not able to be solved by other channels.

Account Manager

Michelle Pittman

michelle.pittman@bancfirst.insurance

(405) 742-6258

800-362-5902 Main Line

Coverage questions, billing questions, certificate requests, policy change requests, auto ID cards, turns in first report of claim. Back-up for the producer.

Workers Compensation

Carrier: COMP Risk Management, Inc./AmTrust
 A.M. Best Rating: A-
 Policy Term: 7/1/2022 - 7/1/2023

- State law requires that every employer provide Work Comp insurance for their employees. This insurance provides coverage for accidents or disease arising from employment as prescribed by state laws.
- Statutory and Employers Liability – Covers your statutory liability under the work comp laws of the state(s) your employees are hired in, live in, and your legal liability as an employer, for the selected limit of liability per accident, plus defense costs.

Coverage/Limits	
Employers Liability – Bodily Injury by Accident (Each Accident)	\$500,000
Employers Liability – Bodily Injury by Disease (Policy Limit)	\$500,000
Employers Liability – Bodily Injury by Disease (Each Employee)	\$500,000
Workers Compensation Employee Benefits	As Required by Law for Covered States

Classifications					
State	Class Code	Description	Estimated Payroll	Rate	Estimated Annual Premium
OK	7380	Drivers, Chauffeurs, Messengers & Helpers	\$308,104	3.78000	\$11,646
OK	8868	School - Professional Employees and Clerical	\$11,286,788	0.50000	\$56,434
OK	9101	School - All Other Employees	\$835,500	3.35000	\$27,989

Experience Modification

A modification is applied based on the loss experience for a 3 year period excluding the most recent policy term. The Experience Modification used in preparing this quote was: 0.74% (expiring is .82)

Premium Calculations

State - Oklahoma

Description	Factor	Premium
Total Premium	N/A	\$96,069.00
Increased Limits	1.1%	\$1,057.00
Deductible		
Experience or Merit Modification	0.74%	(\$25,253.00)
Modified Premium		
terrorism	0.6%	\$746.00
Assigned Risk Surcharge		
ARAP		
catastrophe	1%	\$1,243.00
Schedule Rating	16%	(\$11,500.00)
CCPAP		
Standard Premium		
Premium Discount	10%	(\$6,037.00)
Expense Constant		\$160.00
Taxes/Assessments		

Total Estimated Premium:	\$56,485.00
Minimum Premium	\$557.00
Deposit Premium:	

Sole proprietors, partners and stockholder-employees of a corporation may be excluded from coverage, but may elect to be covered. These individuals fall under this heading and are shown whether they are included or excluded on this policy.

Officers

Name	Title	Include/Exclude
------	-------	-----------------

N/A

Workers Compensation Premium: \$56,485

Subject to Audit

The proposed premium is based on the above estimates of annual exposures. A final audit of the policy will be made at the end of the policy period.

Premium Summary

Coverage	Expiring Premium	Renewal Premium
Workers Comp	\$49,517	\$56,485
Total	\$49,517	\$56,485

DISCLAIMER – The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. Wherever this proposal and the policy are different, the policy will prevail. Please read your policy for specific details of coverages. The insurance company reserves the right to inspect your operations during the policy term.

Marketing Summary

Company	Result
CompRisk/AmTrust	\$56,485
CompSource	\$56,809
Liberty	Declined for loss history
Stonetrust	Declined for loss history
Luba Workers Comp	\$99,618

Confirmation to Bind

Confirmation to Bind Agreement

We, **(input first named insured)**, acknowledge that we have reviewed the enclosed proposal and confirm to BancFirst Insurance Services to bind the coverage offered in this proposal. Any changes are noted below.

Authorized Signature: _____
Name & Title

Date: _____

Initial one of the options below:

_____ As proposed

_____ Bind with the following changes:

Electronic Documents

Consent to receive electronic documents

(Pull Named Insured), (Named Insured), hereby consent and agree to receive electronic documents related to insurance coverage with BancFirst Insurance Services . In addition to traditional manners of delivery, BancFirst Insurance Services may transmit documents to the Named Insured through electronic means, such as electronic mail, facsimile, & flash drives. The documents that may be transmitted electronically include, but are not limited to, the following:

Insurance Policies	Binders
Policy Information Pages	Applications
Coverage Forms	Proofs of Insurance
Endorsements	Invoices
Audits	Premium Finance Agreements
*** Notice of Cancellation	Loss Control Reports
*** Notice of Non-Renewal	Claims Reports
*** These items are also sent via postal service by the insurance company	

An email will be sent to the email provided below by the Named Insured to verify the accuracy in our system. You must confirm receipt of the email for BancFirst Insurance Services to be able to send your policy documents in this manner.

Name & email address of recipient

Only policies will be delivered via flash drive. Please initial which method you would like to receive your renewal policies.

_____ Email

_____ Flash Drive

I approve of receiving policies and other documentation, when available, via electronic format.

Authorized Signature

Date

AMENDMENT

This Amendment is made and entered into as of April 1, 2022 by and between **Clearwater Enterprises, L.L.C.** ("Seller") and **Newcastle Public Schools** ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer made and entered into that certain Gas Sales Agreement dated July 1, 2020 (the "Agreement"), Contract #20088; and

WHEREAS, Seller and Buyer wish to amend the Agreement in the manner specified below;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein provided, the Parties hereby agree to amend the Agreement in the following respects only:

- Exhibit A-1 is hereby deleted in its entirety and the attached Exhibit A-2 is substituted therefore. All references in the Agreement to Exhibit A-1 shall be amended to reference Exhibit A-2.
- Schedule 2 is hereby deleted in its entirety and the attached Schedule 3 is substituted therefore. All references in the Agreement to Schedule 2 shall be amended to reference Schedule 3.
- Section 7 shall be amended by adding the following after the first sentence: Seller's obligations hereunder are conditioned upon the Local Distribution Company's approval or authorization of Seller to act as Buyer's agent or supplier for deliveries of gas to Buyer's applicable Facility site via the Local Distribution Company's facilities.

This Amendment is effective April 1, 2022. Except as expressly amended hereby, all terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

As evidence of the Parties' agreement to the terms and conditions set forth above, this Amendment is hereby executed by an authorized representative of each Party on the dates shown below.

Seller
Clearwater Enterprises, L.L.C.

Buyer
Newcastle Public Schools

By: _____
Name: Jenny Thompson
Title: Chief Operating Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT A-2
TRANSACTION CONFIRMATION

Clearwater Enterprises, L.L.C. ("Seller") and **Newcastle Public Schools** ("Buyer") agree to the purchase and sale of natural gas pursuant to this Transaction Confirmation and the general terms and conditions contained in the Gas Sales Agreement dated July 1, 2020 between Buyer and Seller ("Agreement"):

Term: July 1, 2022 through June 30, 2023 and automatically renewed year to year thereafter unless either Party notifies the other Party in writing at least forty-five (45) days prior to the expiration of the stated term or the then current renewal period that this Transaction Confirmation shall not be renewed, subject to early termination under Sections 11 and 20 of the Agreement.

Facility: As listed on Schedule 3 attached hereto

Quantity: Full Facility Requirements, the monthly quantity of which is estimated on Schedule 3 attached hereto.

Nature of Quantity Obligation: Firm

Price: For all gas delivered by Seller the price Buyer shall pay Seller shall be calculated by adding \$0.30/MMBtu to Seller's cost plus a monthly administrative fee of \$50.00/month per Facility. Buyer shall have the option to fix a price for a quantity of gas throughout the term of this Transaction Confirmation at a price which is mutually agreeable to the Parties hereto.

Delivery Point/Point(s) of Sale: Oklahoma Natural Gas Company distribution system receipt point for delivery to the Facility listed above.

Local Distribution Company: Oklahoma Natural Gas Company

EVIDENCE OF AGREEMENT: This Transaction Confirmation documents an oral agreement previously reached by representatives of the Parties. Therefore, although Clearwater Enterprises, L.L.C. would prefer that this Transaction Confirmation be signed and returned by facsimile transmission, or that written confirmation of this Transaction Confirmation be provided in some other manner, this Transaction Confirmation will be deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's execution date shown below.

Seller
Clearwater Enterprises, L.L.C.

Buyer
Newcastle Public Schools

By: _____
Name: Jenny Thompson
Title: Chief Operating Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



SCHEDULE 3 to TRANSACTION CONFIRMATION

Facility Listing and Estimated Monthly Usage

<u>Facility(ies)</u>														
ONG Contract #	Current ONG Regional Receipt Location	Account Name				ONG Account #			Address					
<u>Estimated Monthly Usage (MMBtus)</u>														
1885	OGT-OKC	NEWCASTLE PS HIGH SCHOOL				210220202			101 N Main St; Newcastle, OK 73065-4104					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		202	203	86	46	15	5	4	9	9	37	89	186	891
5242	OGT-OKC	NEWCASTLE PUBLIC SCHOOLS				211220480			611 E Fox Ln; Newcastle, OK 73065-5427					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		166	217	94	47	21	6	10	19	23	47	93	122	865
5299	OGT-OKC	NEWCASTLE PS GYM				211223968			101 Main St; Newcastle, OK 73065-4100					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		249	270	94	31	5	2	1	2	2	41	146	231	1074

Estimated Monthly Usage is for informational purposes and based on historical consumption as represented by Buyer's Local Distribution Company or upon information supplied by Buyer.



LIC: AC101118 / 449

3334 W MAIN ST, PMB 354
 NORMAN, OK 73072
 Clayton@inspectionsplusokc.com
 PH: 405-840-3473
 FX: 866-587-4789

FIRE ALARM MONITORING PROPOSAL

Property Name:	Newcastle Public Schools	Attn:	Joseph Salazar
Address:	101 N Main St	Email:	jsalazar@newcastle.k12.ok.us
City & State:	Newcastle, OK 73065	Date:	Friday, May 27, 2022

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	MONITORING OF FIRE ALARM PANEL	7200.00	\$ 7,200.00
	PANELS PER MONTH 15 panels		
	MONTHS OF MONITORING 12 months		
	July 2022 - June 2023		
	Base Monitoring is 20.00 per month per panel and 20.00 a month for Cellular Service per panel for a Total of 40.00 per month per panel to be paid yearly. Each panel will be billed 480.00 annually for monitoring		
OPTIONAL			
PAYMENT TERMS			
DUE UPON INVOICING			

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:
 Proposal expires in **30 days**.
 Proposal must be signed & returned for work to be scheduled.

TOTAL	\$	7,200.00
W/DISCOUNT	\$	7,200.00

Sign Here to Accept Proposal:

Authorized Rep (Signature)	Date
Authorized Rep (Printed Name)	Title

Purchase Order: _____

Summary of Services

Monitoring of Fire Alarm Panel

Monitoring:

Our technician(s) will establish monitoring of the accessible peripheral devices listed and currently connected to the facility's fire alarm system. Monitoring services provided by Emergency24 (1-800-877-3624).

DOCUMENTATION (provided to Customer Representative):

Monitoring Agreement between Customer and Emergency24 (EM24) required.

Monitoring agreement must include the following (to be completed by Customer)

- Password/Passcode – at least 1
- Business Name
- Business Address
- Business Phone
- Party List - must have at least 1 entry – this person will be called when there is a problem with the system and before Emergency Services.
- Business Hours - signals verified during business hours

ACTIONS REQUIRED (by Customer):

- > CUSTOMER will set the alarm system for the protection required
- > The local protective system on premises is not the property of Inspections Plus, LLC nor EM24 and said system is to be kept in working order. Customer must contact Inspections Plus, LLC for service; Inspections Plus, LLC will not be responsible for initiating contact for service of the system.
- > CUSTOMER will keep Inspections Plus, LLC and EM24 updated with changes of personnel in regards to the "Call List". Personnel listed on the Call List are to be contacted by EM24 should any trouble codes or alarms deem it necessary.
- > If/when the premises are sold, Customer will notify Inspections Plus, LLC and provide contact information of the new owners. A new Monitoring Agreement will need to be signed to continue services with EM24.
- > CUSTOMER will pay monitoring fees in advance as billed by Inspections Plus, LLC. Payments not received within 10 business days of due date are subject to a 5% Late Fee.

OTHER Information:

- > CUSTOMER agrees they are required to comply with all laws, rules, and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction.
- > CUSTOMER agrees to obtain at their expense all permits and licenses necessary for the alarm system(s), and pay any false alarm assessments, taxes, fees, or charges related to the installation or services provided.
- > INSPECTIONS PLUS, LLC shall not be liable for any loss or damage caused by defects or deficiencies in the local protective equipment or protection strategy, nor incur any liability for any delay in response time or non-response of police, fire, or other authorities, institutions, or individuals notified by EM24.
- > CUSTOMER understands and agrees that neither Inspections Plus, LLC nor EM24 is responsible if any type of notification that is sent is not received or not received in a timely manner by the intended recipient. Although Inspections Plus, LLC and EM24's system is designed to provide messaging and notifications to all contacts provided by Customer, Customer agrees this is NOT a guarantee or warranty that all digital notifications will, in fact, be received. Text messages or notifications can fail for various reasons that may or may not be beyond Inspections Plus, LLC's and/or EM24's control including but not limited to: private cellular networks going offline, Customer's data plan limitations, network traffic capacities, and Customer's communications device availability.

***NOTE:** Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than State/Provincial requirements. Building owners/managers should make themselves aware of applicable codes/references in order to ensure that contracted services are in compliance.

**Billing Information**

Company Name: _____

Billing Address: _____

City: _____ St: _____ Zip: _____

Phone: _____

AP Email: _____

 Payment Type: Check/Cash ACH
 Credit Card P.O. # _____
Site Information

Contact Name: _____

Site Address: _____

City: _____ St: _____ Zip: _____

Phone: _____ Email: _____

Office Use Only:



: _____



: _____



: _____

Account #: _____

Set Date: _____ Rep: _____

O/N	Type (T/C)	Quantity	Size	Service Frequency	Locking System	Surety Deposit	Delivery	Total: \$1,250 per month
	T	2	8 yard	2 x week	High School	n/a	n/a	
	T	2	8 yard	2 x week	Middle School			
	T	3	8 yard	2 x week	Elementary			
	T	1	8 yard	2 x week	ECC			
	T	2	4 yard	2 x week	Bus Barn			
	T	1	30 yard	As needed	High School			
			(30 yard pricing -	\$225 per haul -	\$31.50 per ton			

Delivery Instructions/Notes:**TERMS**

Customer grants to FER Waste Services, LLC ("FER") the exclusive right to collect and dispose of all of Customer's solid waste materials, including recyclables, for an initial term of twelve (12) months from July 1st, 2022. The initial term of this Agreement shall be automatically renewed on the anniversary of the Effective Service Date for a successive twelve (12) months, unless either party gives a 30-day written notice to cancel prior to the expiration of the current term.
 Derrick Dunbar - FER Waste Services Representative

Terms and Conditions

(Additional Terms and Conditions on Page 2)

Derrick Dunbar - FER Waste Services Representative

1. Customer grants to FER Waste Services, LLC ("FER") the exclusive right to collect and dispose of all of Customer's solid waste materials, including recyclables, for an initial term of thirty-six (36) months from the Effective Service Date. The initial term of this Agreement shall be automatically renewed on the anniversary of the Effective Service Date for a successive thirty-six (36) months, unless either party gives a 30-day written notice to cancel prior to the expiration of the current term.

2. Upon the effective date of termination FER shall stop performing all services and shall have the right to enter the Customer's property to remove all FER's equipment, containers or other property (collectively referred to as "Equipment").

3. In the event Customer terminates this Agreement other than as provided above or FER terminates this Agreement for Customer's non-payment, Customer agrees to pay FER as liquidated damages, and not as a penalty, the following amount: (i) if the then current term of this Agreement has six months or more remaining, Customers shall pay its most recent monthly charge multiplied by six; or (ii) if the then current term of this Agreement has less than six months remaining, Customer shall pay its most recently monthly charge multiplied by the number of months remaining in the then current term. Such amount shall be paid within ten (10) days of the termination. FER shall be entitled to further damages in the event its Equipment is damaged while located at Customer's place of business or Customer otherwise fails or refuses to allow FER to remove its Equipment.

4. Provisional Charges that may apply: Overage Charge, Removal Charge, and Exchange Charge.

5. **Payments: FER invoices shall be due and payable within ten (10) days of invoice date.** All past due amounts shall accrue interest at the rate of eighteen (18%) per annum.

6. Adjustments: FER reserves the right to adjust the rates based upon increase in its fuel cost, landfill fees, or tipping costs. Changes in the type, size and amount of Equipment, of the frequency of service, requested or approved by the Customer may be verbally or in writing. Approval of verbal changes may be evidenced by the practices and actions of the parties. All other terms and conditions of this Agreement shall remain in full force and effect.

Date: _____

Name: Jeff Landes _____

Signature: _____

ADDITIONAL TERMS AND CONDITIONS

Solid Waste Material: The solid waste material to be collected and disposed of by FER is limited to the solid waste, including recyclables, generated by Customer, excluding any and all radioactive, volatile, highly flammable, explosive, toxic, or hazardous material (collectively "Excluded Waste"). Customer is solely responsible for the solid waste material to be collected and disposed of. The term "hazardous material" shall include, but not limited to, any waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as may be amended, and applicable state law, Title to and liability for any and all Excluded Waste shall remain with Customer. Customer expressly agrees to protect, defend, indemnify and hold harmless FER, including its officers, directors, shareholders, and affiliated companies from and against any and all damages, claims, costs, penalties, fines and liabilities (including reasonable attorney fees and cost) related to, resulting from or arising out of the Excluded Waste.

Liability for Equipment: Customer shall exercise reasonable care in its use and possession of FER's Equipment and accepts the risk or loss and responsibility for the Equipment and accepts the risk or loss and responsibility for the Equipment and its contents except when it is being physically handled by employees of FER. Customers expressly agrees to protect, defend, indemnify, and hold harmless FER, including its officers, directors, shareholders, and affiliated companies, from and against any and all claims, losses, or damage to property, or injury to or death of person or persons, (including reasonable attorney fees and cost) resulting from or arising in any manner out of Customers use, operation or possession of the Equipment.

Damage to Customer' Property: Customer acknowledges and agrees that FER shall not be liable for any damages or repairs to Customer's parking lot, pavement or driving surface that may result from FER performance of services under this Agreement including from its trucks or equipment.

Delayed Performance: FER shall not be liable for damages or delays in its performance caused by force majeure, weather, strikes, riots, fires, acts of GOD, or other events beyond the reasonable control of FER.

Assignment: This Agreement shall continue in full force and effort and be binding upon Customer's successors, assigns, including purchaser of Customer or its property. Customer hereby expressly consents to the assignment of the Agreement, in whole or in part by FER.

Relocation: If Customer moves its place of business to another location within FER's collection areas, FER will continue to provide service at the new location in accordance with this Agreement.

Effective Service Date: The Effective Service Date may be modified (for Customer protection) to accommodate the next available termination date of any existing contract with present hauler, subject to FER approval.

Access to Equipment: On collection day, FER shall be provided clear access to the Equipment. If the Equipment is blocked or access is obstructed in any manner to prevent collection, Customer will be notified by phone and one additional attempt for collection shall be made by FER. Any subsequent collection will be classified an "extra pick-up" and subject to additional charges. The repeated failure of the Customer to provide clear access to the Equipment shall result in additional charges.

CONTINUED

Disclaimer of Warranties and Limitations of Damage, FER makes no express or implied warranties, representations, or guarantees whatsoever nor any implied warranties of merchantability or fitness for a particular purpose. All such warranties are hereby expressly excluded. FER services and equipment are provided without warranties of any kind either expressed or implied.

Notwithstanding anything herein to the contrary in no event shall FER be liable for any punitive, incidental or consequential damages. Damages to loss of profits or revenues, business interruption, or other loss arising in connection with services performed or equipment provided by FER even if informed of the possibility of such damages.

General: 1. This Agreement replaces any other prior agreements or understand between the parties, weather written or oral.

2. If any provisions or term of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be constructed and enforced as if such provisions had never been part of this agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such provisions or by its severance from this Agreement. Furthermore in lieu of each illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement another provision as similar to such provision as may be possible and that is legal, valid and enforceable.

3. **Both FER and Customer hereby agree that in any action or proceeding, weather in contract, tort, or otherwise, to enforce or defend any rights under or relating to the Agreement, or any amendment, or arising from any course of conduct, course of dealing, statement (verbal or written) actions of any of the parties to the Agreement shall be tried before a court and not before a jury.**

4. In the event any action or proceeding is brought to enforce this Agreement, the prevailing party will be entitled to recover its reasonable attorney fees and cost of the litigation.

5. No provision in this Agreement, including any amending can be waived except by the written consent of FER. The forbearance by FER in the enforcement of any term or condition of this Agreement shall not be deemed a further or continuing waiver of such term or condition, or of any other term or condition and FER shall be entitled to enforce at any time and from time to time, any remedy available to it under these terms and conditions or by law or in equity despite such forbearance.

6. Any notice or other communication must be in writing except where stated in Adjustments section, and will be deemed to have duly been given when (i) delivered by hand (with written confirmation of receipt), or (ii) when sent by certified mail to the appropriate addresses set forth in this Agreement (or to such addresses as a party may designate by written notice to the other party).



Engineered Systems & Energy Solutions, Inc.

13401 N. Santa Fe Ave, Oklahoma City, Oklahoma 73114 - Phone: (405) 528-4500

Authorized Dealer of

AUTOMATEDLOGIC

Building Technologies

Technical Services & Support Agreement Between Engineered Systems & Energy Solutions, Inc

And



Duration of contract: 12 Months beginning July 1st, 2022 ending June 30th, 2023



MAKING BUILDINGS
BETTER

es2ok.com

WebCTRL® Systems Covered In this Agreement

Newcastle Public Schools

WebCTRL License W201101161

Service Agreement Scope of Work

Automated Logic Software and Hardware Assurance

This service agreement provides for major software version upgrades, service packs, patches, hardware drivers and any other updates required to keep your Automated Logic System Software and Hardware up to date and current. This service includes the cost of the software and provides for our personnel to update your system as required.

We will back up your Automated Logic System files and databases to your local web server as well as transfer a copy off site for storage at our facility. We will provide a removable media device attached to your local web server that the backups will be stored on for recovery purposes.

FREQUENCY: Quarterly

Technical Phone Support

This service agreement provides for unlimited technical phone support Monday through Friday between the hours of 8:00 AM and 4:00 PM. You will be connected with one of our full-time systems expert who will help you with troubleshooting problems, assist you with any configuration or setup changes and answer any questions you have about your building automation system. When your issues cannot be resolved remotely, our systems expert will arrange for the appropriate service technician to be dispatched to your site for final resolution.

Technical phone support is available 24 hours a day, 7 days a week. Calls received after 4:00 PM and prior to 8:00 AM will be directed to our on call systems expert. Additional charges based on the rate schedule within this agreement will apply.

Emergency Services

This service agreement provides for priority dispatching of emergency services to your facility 24 hours a day, 7 days a week. As an agreement customer, your calls for emergency service will be given our highest priority. Additional charges based on the rate schedule within this agreement will apply

Preferred Pricing

As a service agreement customer, you will receive preferred pricing for both labor and material per the rate schedule within this agreement.

Continuous Training Program

This service agreement provides you with once a quarter access to our TSSA Lunch and Learn classes in our local Automated Logic accredited training center in Oklahoma City, OK. This is remotely available for Tulsa and Arkansas. This access provides you the ability to learn as much as you can about your building automation system. You will network with other ALC operators, ES2 technical and Engineering staff, and allow time for Q&A of your operational needs.

A variety of sessions on applicable topics will be offered throughout the year in our training facility specifically for our Technical Service Agreement customers. Your service agreement allows you or your staff access to quarterly registration of these courses to attend during your service agreement term.

Service Agreement Scope of Work

Continuous Training Program Continued

Our Training Calendar shall be published monthly and communicated monthly via subscribed email. Class space is limited, registration will be required. (Travel accommodations are not included)

Factory Accredited Training Tracks: To ensure we provide world class training that you can apply to your facility, ES2 offers Automated Logic Factory Accredited Training Tracks. We currently limit our classes to a maximum of Six students per session. All our training is offered on a first come first serve basis. Factory Accredited training or training outside of our local training facility can be arranged for an additional cost. Ask your account representative for Automated Logic Factory Accredited Training Track information.

TERMS & CONDITIONS

ACCESS

The customer will give ES2 full access to equipment that is either Covered Equipment or associated with it when ES2 requests such access. If access cannot be provided, ES2 obligations under this Agreement will be suspended until such access to the equipment is provided. Matters affecting ES2 access to the equipment may include, but are not limited to the removal, replacement, repair or other remedial actions taken by the Customer with respect to the equipment or to the Customer's facility. Suspensions of ES2's duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement.

EXCLUSIONS

ES2's services under this Agreement do not include (unless otherwise noted in Agreement):

- (a) Calls resulting from lack of operator-level preventative maintenance, site related problems, or operator error.
- (b) Service calls due to failures resulting from acts of God, abuse, or misuse of equipment or alterations, modifications, or repairs to equipment not preformed or provided by ES2.
- (c) Work caused by any operation of adjustments to, or repairs to Covered Equipment by others not authorized in advance by ES2.
- (d) Work caused by the negligence of others, including but not limited to equipment operators.
- (e) Service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond ES2's control, and service calls required because ES2 had previously been denied access to the equipment.

INDEMNITY

ES2 and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and reasonable attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. ES2 and the Customer agree that ES2 shall be responsible only for such injury loss, or damage caused by the intentional misconduct or the negligent act of omission of ES2.

TERMINATION

The Customer or ES2 may terminate this Agreement, at any time and without cause, by giving thirty (30) days prior written notice to the other party. However, hardware, software upgrades, software options and the associate labor to install and commission them are prorated over the entire length of the agreement. Therefore, upon early termination, the customer agrees to pay the remaining unpaid balance for any hardware, software, and associated labor costs already received which is associated with this agreement.

PAYMENT TERMS

Payment due upon receipt of invoice from ES2, Net 30 days. Penalty of 1.5 % per month imposed on unpaid balance.

Rate Schedule & Signature Page

Standard Service Rates (Prices valid for the following 5 years, subject to change with 30 days written notice)

SERVICE CATEGORY	Non Service Contract	With Service Contract
Technical Phone Support (Per ½ Hour)	\$90.00 ½ HR.	\$00.00
Automated Logic System Training	\$160.00 HR.	\$00.00
Engineering Service	\$195.00 HR.	\$125.00 HR.
Technical Service	\$135.00 HR.	\$105.00 HR.
After Hours Premium (In addition to rates above)	\$55.00 HR.	\$40.00 HR.
Trip Charge per Visit	\$75.00 Per Visit	\$0.00 Per Visit
Automated Logic Parts	40% off List Price	60% off List Price

Agreement By and Between:

Engineered Systems & Energy Solutions
13401 North Santa Fe. Ave
Oklahoma City, Oklahoma 73114

Newcastle Public Schools
101 North Main
Newcastle, OK 73063

Engineered Systems & Energy Solutions shall provide the services as outlined in this agreement. This agreement shall remain in effect for a term of (1) year beginning **07/01/2022 to 06/30/2023**.

Total 1 Year Contract Cost	\$ 8,550.00
Quarterly Billing Cost	\$ 2,137.50

Payment Terms: Payment Net 30 Days. Penalty of 1.5% per month imposed on unpaid balance.

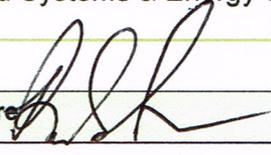
Prices quoted in this Service Agreement are firm for 60 days from June 23, 2022.

Proposal Submitted By:

Proposal Accepted By:

Engineered Systems & Energy Solutions, Inc.

Newcastle Public Schools

Signature 	Date 6/23/2022	Signature	Date
Title Account Executive		Title	

US FOODS, Inc.
10211 N. I-35 SERVICE RD.
OKLAHOMA CITY, OK 73131
(405) 475-4660

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT is made and entered into by and between the Edmond Public School District, party of the first part, hereinafter termed "EPS", and US FOODS, Inc., party of the second part, hereinafter termed "Vendor."

WITNESSETH:

WHEREAS, the above named parties have previously executed and entered into a Contract for (RFP# 21-30) CN Prime Vendor with Piggyback Provision, dated: March 23, 2021, with an original term of July 1, 2021 through June 30, 2022; and

WHEREAS, said Contract for CN Prime Vendor with Piggyback Provision provides for annual extensions, and both parties have agreed to an extension; and

NOW THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The term of this extension agreement shall be for the period July 1, 2022, through June 30, 2023.
2. In consideration for goods and services performed under this Contract for CN Prime Vendor with Piggyback Provision, EPS agrees to pay Vendor the following amount:

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

3. The terms of the Contract for CN Prime Vendor with Piggyback Provision will remain in full force and effect except as modified above.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate originals, the day and year first above written.

Party of the First Part

Edmond Public School District
1001 W. Danforth
Edmond, OK 73003

By: 
Angela Grunewald, Supt

Date: 05-03-2022

Party of the Second Part

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

By: _____

Date: _____

FIRST AMENDMENT TO PRIME VENDOR AGREEMENT

The First Amendment to Prime Vendor Agreement (“the First Amendment”) is made and entered into as of July 01, 2022, between Edmond Public Schools (EPS) and US Foods, Inc. (US Foods) with reference to the following:

RECITALS

- A. EPS and US Foods entered into a Prime Vendor Agreement (RFP# 21-30) dated July 01, 2021 (the “Agreement”).
- B. By means of this instrument, EPS and US Foods desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, EPS and US Foods have agreed, and hereby agree, as follows:

- 1. Revised Fixed Fee per Case Schedule: See attached Fixed Fee per Case Schedule for SY2022-23, effective July 1, 2022.
- 2. Adoption of Agreement: The terms and conditions of the Agreement shall remain unchanged, and the Agreement shall remain in full force and effect, except as modified above.

IN WITNESS WHEREOF, Customer and US Foods have executed the First Amendment as of the date set forth above.

CUSTOMER: Edmond Public Schools

By:  Date: 05-03-2022
Name: Angela Grunewald
Title: Superintendent

US FOODS: US Foods, Inc.

By: _____ Date: _____
Name:
Title:

Fixed Fee per Case Schedule - SY2022-23

Average Drop Size	Fixed Fee per Case SY2021-22	Fixed Fee per Case SY2022-23 (5-7 cent increase, effective 07/01/2022)
\$350 to \$2,499	\$2.02	\$2.09
\$2,500 to \$2,999	\$1.84	\$1.91
\$3,000 to \$3,999	\$1.76	\$1.83
\$4,000 to \$5,499	\$1.69	\$1.76
\$5,500 to \$6,999	\$1.66	\$1.72
\$7,000 to \$10,999	\$1.54	\$1.59
\$11,000 to \$15,999	\$1.50	\$1.55
\$16,000 and up	\$1.40	\$1.45



EDMOND PUBLIC SCHOOLS

Empowering all students to succeed in a changing society

*Dan Lindsey
Director
Child Nutrition*

April 11, 2022

TO: Dr. Angela Grunewald
FROM: Dan Lindsey
RE: Recommendation to Renew CN Prime Vendor SY2022-23

In order to provide the most competitive pricing available in the current market, US Foods periodically reviews the fee structure based on actual CPI/inflation. Otherwise, the vendor would need to “overcharge” the initial-term fees to protect against inflation in future years.

US Foods has proposed, based on average delivery size, 5- to 7-cent fee increases for SY2022-23. Because USDA does not permit percentage-based fee structures, which would inherently account for inflation, increases to the fixed fee schedule are based on the Consumer Price Index (CPI).

CPI for Food at the end of 2021 was 6.3%. The proposed increases are significantly lower than CPI, ranging from 3.3% to 4.4%.

I recommend accepting the proposed fee increases and renewing the CN Prime Vendor contract (RFP# 21-30) with US Foods for the 2022-23 school year.

Please contact me if you have any questions.

Dan Lindsey



Landes, Jeff <jlandes@newcastle.k12.ok.us>

Fwd: CAMPUS SMART EXTENSION

Bowden, Paula <pbowden@newcastle.k12.ok.us>

Wed, May 11, 2022 at 11:07 AM

To: Jeff Landes <jlandes@newcastle.k12.ok.us>, Malinda Wilson <mwilson@newcastle.k12.ok.us>

----- Forwarded message -----

From: **Carlton, Cindy M** <Cindy.Carlton@usfoods.com>

Date: Wed, May 11, 2022 at 11:04 AM

Subject: CAMPUS SMART EXTENSION

To: Carlton, Cindy M <Cindy.Carlton@usfoods.com>

I understand many of you are needing something to present to your board for next school year & we are diligently trying. I'm waiting on the official signature from US Foods legal team. I've attached the copy with board approval from Edmond. If you need right away, hopefully this will work while we're waiting. Note that the fee per case is increasing next school year (details below).

In order to provide the most competitive pricing available in the current market, US Foods periodically reviews the fee structure based on actual CPI/inflation. Otherwise, the vendor would need to "overcharge" the initial-term fees to protect against inflation in future years.

US Foods has proposed, based on average delivery size, 5- to 7-cent fee increases for SY2022-23. Because USDA does not permit percentage-based fee structures, which would inherently account for inflation, increases to the fixed fee schedule are based on the Consumer Price Index (CPI).

CPI for Food at the end of 2021 was 6.3%. The proposed increases are significantly lower than CPI, ranging from 3.3% to 4.4%.

Fixed Fee per Case Schedule - SY2022-23

Average Drop Size	Fixed Fee per Case SY2021-22	Fixed Fee per Case SY2022-23 (5-7 cent increase, effective 07/01/2022)
\$350 to \$2,499	\$2.02	\$2.09
\$2,500 to \$2,999	\$1.84	\$1.91
\$3,000 to \$3,999	\$1.76	\$1.83
\$4,000 to \$5,499	\$1.69	\$1.76
\$5,500 to \$6,999	\$1.66	\$1.72
\$7,000 to \$10,999	\$1.54	\$1.59
\$11,000 to \$15,999	\$1.50	\$1.55
\$16,000 and up	\$1.40	\$1.45

To submit information for truck questions, credit requests or special orders, please send to 6JSchoolBids.Shared@usfoods.com

Cindy M Carlton | Account Executive

10211 N. I-35 Service Road | Oklahoma City, OK 73131

M 405.990.8435

cindy.carlton@usfoods.com

US. WE HELP YOU
FOODS MAKE IT™



This email message and any attachments are for the sole use of the intended recipient(s) and may contain information that is confidential or proprietary to US Foods. If you have received this message in error, please notify the sender by



302 S. Porter • P.O. Box 1248 • Norman, OK • 73071, 73070 • (405)321-3191

June 2, 2022

Newcastle Public Schools
101 N Main
Newcastle, OK 73065

Dear Child Nutrition:

Per your request, Hiland Dairy Foods would like to submit the attached bid for dairy products for the 2022-2023 school year.

This is an escalating/de-escalating bid. Please see the attached clause.

We look forward to hearing from you on the outcome of the bid. Please feel free to call, should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'Ron Clark', written in a cursive style.

Ron Clark
General Manager

Milk Escalator / De-Escalator Pricing Clause (DFA Supplied)

The pricing quoted is based on **May's 2022** Federal Milk Marketing Order for Class I Skim and Class I Butterfat. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements and Dairy Farmers of America.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$.00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate, re-sale products (ex. Tropicana, Sport Shake), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1st day of the month following the price announcement.

CERTIFICATE OF NON-COLLUSION/INDEPENDENT PRICE
DETERMINATION

The undersigned certifies that the preparation and submission of the attached bid have been conducted independently, without consultation, communication, or agreement with any other bidder or potential bidder and that there will be no consultation, communication, or agreement on the price, terms, and conditions of this bid by or on behalf of Hiland Dairy Foods Co., LLC with any other bidder or potential bidder prior to the official opening of the bid.

Date: June 2, 2022

Hiland Dairy Foods Co., LLC

Rick Beaman

Rick Beaman
General Sales Manager



Newcastle Public Schools

Paulla Bowden
Child Nutrition Program Manager

101 North Main
Newcastle, OK 73065
(405) 387-6263 office
pbowden@newcastle.k12.ok.us

Tuesday, May 24, 2022

Request for Bid Proposal

Newcastle Public Schools announces the Opportunity for responsible bidders from the food industry to respond to the attached food specifications valid for the period of August 8, 2020, through May 25, 2023.

All bidders wishing to respond to this bid period must do so by **5:00 PM, June 8, 2022** via email. Please submit your bid on company letterhead.

Responses will be evaluated based on the following criteria:

- Best price
- Meeting food descriptions
- Past history, if applicable
- Quality of food
- Meeting delivery requirements

Delivery trucks and product drops must be HACCP-Compliant. Sales and staff must provide on-site, phone or email /online ordering methods with email/phone confirmation of orders. Any vendor making substitutions of product must provide equal or better quality at bid price and meet original specifications.

Nutritional Facts information or Nutrition Facts Labels must be provided on all products. Bids will be evaluated on a per line basis.

Newcastle Public Schools reserves the right to accept or reject any part, or all the bid you submit. If all criteria contained within this document are met, successful bidders will be considered.

Bids will be awarded on June 28, 2022, and all bidders will be notified in writing. Newcastle Public Schools reserves the right to terminate a vendor who is awarded business but does not follow through with the above requirements.

Newcastle Public Schools has four milk delivery sites

Early Childhood Center- 251 NE 2nd, Newcastle, Oklahoma 73065

Elementary- 400 NW 10th, Newcastle, Oklahoma 73065

Middle School- 611 E Fox Ln, Newcastle, Oklahoma 73065

High School- 100 N Main, Newcastle, Oklahoma 73065

SCHOOL IS NOT IN SESSION ON FRIDAY WITH THE EXCEPTION OF THE FIRST FRIDAY OF EACH MONTH.

- 1. Will bidder provide milk coolers for each site? Yes No
- 2. Is bidder able to deliver milk before 6:30 AM? Yes No
- 3. Delivery schedule options: Once per week Twice per

SPECIFICATIONS

ITEM	PRODUCT SPECIFICATIONS	ESTIMATED QUANTITY PER WEEK	UNIT PRICE	COMMENTS
1%- MILK	HALF PINT	1500 cartons	.4098	
1% CHOCLATE MILK	HALF PINT	5700 cartons	.4098	

ADMISSION, RESIDENCY, PLACEMENT, TRANSFER, AND WITHDRAWAL

Admission: The following students shall be admitted to the District if they meet the age, immunization, and good standing requirements set forth in this policy:

- A. Students who are legal residents of the District;
- B. Students who have a legal transfer into the District;
- C. Students who have been accepted by the District on a tuition basis; and

A home-schooled student who wishes to be admitted to the District may only be enrolled on a full-time basis. Part-time admission or enrollment is not allowed. The District may allow the admission of foreign exchange students as set forth in Administrative Regulations.

Age Requirements:

- A. Minimum Age: A child must be four (4) years old on or before September 1 in order to enroll in the District's early childhood program. Four-year-old children will be enrolled on a first come, first serve space available basis. Any child over the age of five (5) years, except a child who has been screened and found not ready for kindergarten and under the age of eighteen (18) years who has not completed high school is required to attend school unless excused in accordance with the law. A child must be five (5) years old on or before September 1 in order to enroll in kindergarten. A child must be six (6) years old on or before September 1 in order to enroll in first grade, unless otherwise entitled to enroll by law.
- B. Maximum Age: All students who have not completed the twelfth grade shall be eligible to attend school in the district until they reach twenty-one years of age on or before September 1 of the school year in which enrollment is sought; provided that upon submitting evidence to the Board of Education showing that the student was unable to attend school because of physical disability or service in the United States Armed Forces or auxiliary organizations by reason of which it was impossible to complete the twelfth grade before the age of twenty-one (21), a student may attend school in the District until the student attains the age of twenty-six (26).
- C. Students with Disabilities: Students with disabilities may be entitled to attend school from three (3) years of age. The District's Special Education Director should be contacted to determine eligibility of students with disabilities for early admission.
- D. Proof of Age: Any student who is enrolling in preschool, kindergarten, or the first grade for the first time shall present upon enrollment a birth certificate or hospital record which verifies the student's age. All other students enrolling in the District shall present

verification of age when requested by the school for verification of age. If such a document is not presented within four (4) weeks after its request, the student's enrollment shall be terminated until verification is produced.

Immunization Requirements: No student shall be permitted to enroll in the District unless the student presents to the school at the student's initial enrollment either:

A. Certification from a licensed physician or authorized representative of the State Department of Public Health that such student has received, or is in the process of receiving, immunizations required by the Department of Public Health, or that such student is likely to be immune as a result of the disease; or

B. A Certificate of Exemption form stating that the child is exempt from the immunization requirements on the ground that (1) the physical condition of the student is such that immunization would endanger the life or health of a student, signed by a physician; (2) the parent, guardian or person having legal custody of the child objects to such tests or immunizations for religious reasons; or (3) the parents, guardian or person having legal custody of the student claims an exemption for personal reasons. A copy of the Certificate of Exemption will be forwarded to the Department of Public Health for review and approval.

Good Standing Requirement: A student must be in good standing at the time of withdrawal from any previous school in order to enroll in the District. A student who has been suspended from a public or private school in the State of Oklahoma or another state for a violent act or an act showing deliberate or reckless disregard for the health or safety of faculty or other students shall not be entitled to enroll in the District, and no public school shall be required to enroll such student, until the terms of the suspension have been met or the time of suspension has expired.

Residency Requirements:

A. Categories of Residency: The following students shall be considered legal residents of the District:

1. Students whose parent, legal guardian or legal custodian holds legal residence in the District.
2. Students who reside with a person within the fourth degree of relationship who has assumed permanent care and custody of the student and who holds legal residence in the District.
3. Students who have been placed in a foster home within the District (a) by the person or agency holding legal custody pursuant to court order, or (b) by a state agency having legal custody.
4. Students whose full-time care and custody is held by an orphanage or an eleemosynary child care facility.

5. Students who reside in the District and are supporting themselves entirely by their own efforts.
6. Students who have been placed in a public or private residential child care or treatment facility and whose place of legal residence cannot be determined.
7. Students who are homeless persons as defined by 42 U.S.C. §11302.
8. Students who reside in a state-operated or licensed emergency shelter.
9. Any other students provided for by law.

B. Procedures for Determining Residency - The following procedures shall be used to determine the residency of a student in the District:

1. An admissions form shall be completed for each student initially enrolling to attend school in the District. All other students may be requested to complete an admissions registration form at enrollment or at other times at the discretion of the Administration.
2. In determining the residency of a student, the Administration may require proof of residency and/or affidavits or verification of residency.
3. If a student is denied admission to a school in the District by the Administration, the student shall be notified of the reasons for the denial in writing. The student may appeal the denial to the District's Residency Officer in writing, stating the reasons for the appeal. The District's Residency Officer shall be the Superintendent. The District's Residency Officer shall consider the appeal and shall notify the student of the appeal decision in writing, stating the reasons for the decision. The decision of the District's Residency Officer shall be final.
4. If a student has been admitted to attend school in the District after establishing a bona fide legal residence in the District, and thereafter moves and is no longer a resident of the district, the student shall be permitted to complete the current school year; provided that, if the District determines that the student did not in fact establish a bona fide legal residence in the District, the student's permission to attend school shall be revoked and tuition shall be charged for the days attended.

Power of Attorney: A parent or legal custodian of a child, through a properly executed power of attorney and without compensation, may delegate to another person, for a period to exceed twenty-four (24) hours but not to exceed one (1) year, certain powers regarding the care and custody of the child as provided in law. The parent or guardian may withdraw or revoke the power of attorney at any time. The attorney-in-fact shall have those powers specified by law, including the right to enroll the child in school and to have access to all education records, or those powers specifically delegated to the attorney-in-fact.

Withdrawals: Students who attend school as resident students may be withdrawn from school:

- A. By the submission of proof that the student's residence for school purposes has changed or is about to change to another school district;
- B. By the submission of proof that the student has attained the age of eighteen (18);
- C. If the student has attained the age of sixteen (16), upon written agreement between the principal and the parent, guardian or custodian of the student that such withdrawal is in the best interests of the student and/or community, and that the student shall thereafter be under the supervision of the parent, guardian or custodian until the student has reached the age of eighteen (18); and
- D. By administrative action, if the student has had ten (10) consecutive unexcused absences.

Placement and Assignment: Students, including students who have been home-schooled, shall be assigned to a grade level or class based upon an assessment of the student's age, maturity, grades received, standardized test results, and/or abilities in accordance with Administrative Regulations.

Any third-grade student found not to be reading at grade level as determined by reading assessments administered pursuant to state law, a new reading instruction shall be developed and implemented. The parent or guardian of the student shall be notified in writing of the following:

- A. That the student has been identified as having a substantial deficiency in reading;
- B. A description of the current services that are provided to the student;
- C. A description of the proposed supplemental instructional services and supports that will be provided to the student that are designated to remedy the identified area of reading deficiency;
- D. That the student will not be promoted to the fourth grade if the reading deficiency is not remedied by the end of the third grade, unless the student is exempt for good cause;
- E. Strategies for parents to use in helping their child succeed in reading sufficiency;
- F. That while the results of the criterion-referenced test administered are the initial determinant, it is not the sole determiner of promotion and that portfolio reviews and assessments are available; and
- G. The specific criteria and policy of the District for midyear promotion.

A teacher who determines a third-grade student is unable to meet competencies required for reading for completion of third grade and promotion to fourth grade, may have the authority,

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after consultation with the parent or guardian of the student, to recommend that the promotion of the student to the fourth grade is contingent upon the participation in and successful completion of the required competencies for reading by the student at a summer academy or other program. If the student does not successfully complete the competencies in the summer academy or other program, the student may be retained in the third grade.

A parent or guardian of multiple-birth siblings may request that the children attend the same school and be placed in the same classroom or in separate classrooms if the children are in the same grade level at the same school and meet the eligibility requirements of the class. The parent or guardian must request the classroom placement no later than fourteen (14) days after the first day of each school year or fourteen (14) days after the first day of attendance of the children during a school year if the children are enrolled in the school after the school year commences. The school may recommend classroom placement to the parents and provide professional education advice to the parents to assist them in making the best decision for their children's education. A school must provide the placement requested by the children's parent or guardian, unless the Board makes a classroom placement determination following the school principal's request. At the end of the initial grading period, if the school principal, in consultation with the children's classroom teacher, determines that the requested classroom placement is disruptive to the classroom environment, the school principal may request that the Board determine the children's classroom placement.

Placement of Student Victims: Upon the Superintendent's receipt of notice from a juvenile bureau that a student of the District has been adjudicated, or that adjudication has been withheld, an offense subject to the Juvenile Sex Offender Registration Act, the District shall notify the victim and parent or guardian of the victim of their right to request to be separated from the offender at school and during school transportation. If the victim requests to be separated from the offender, the District shall take appropriate action as required by law. The decision of the victim shall be final and not reversible.

Student Transfers: Open Transfers previously granted by the school board will remain in effect unless the board of education takes action to deny a future year's attendance based upon **capacity**, discipline, or attendance as addressed within this policy.

The school district will not accept or deny a transfer based on ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measure of achievement, aptitude, or athletic ability. The school district will begin accepting applications for the next school year starting the first Monday of April. Receipt of applications will be documented by the district so that the district may review those applications in the order submitted for purposes of capacity limitations. The administration will not approve or deny transfers received for the next school year until after the July 1 capacity data is determined for each grade level and site within the school district.

Transfers that have previously been approved by the school district will remain in effect for future school years unless the district provides notification to the parent or legal guardian that the transfer is not going to be continued for an upcoming school year due to capacity, disciplinary action, or attendance issues. The district will not require parents resubmit a new application each school year and will advance the previous application of an enrolled student amending only the grade placement of the student.

A transfer may be requested at any time in the school year. State law does limit the ability of a student to transfer to no more than two (2) times per school year to one or more school districts in which the student does not reside. Exceptions to this limit will exist for students in foster care. Students are legally entitled to reenroll at any time in his or her school district of residence. Any brother or sister of a student who transfers will be provided preferential treatment and approved regardless of capacity with only discipline and attendance records reviewed in the determination of the sibling transfer request. may attend the school district to which their sibling transferred as long as the school district has capacity in the grade level and the sibling does not meet a basis for denial as listed below. A separate application must be filed for each student so that the district can timely consider requests in the order applications are received.

A student who has attended school as a resident student for at least three years prior to moving out of the school district may be allowed to transfer into the district regardless of capacity. Such student's application will be reviewed utilizing only disciplinary records and attendance in the determination of the transfer request.

It is the policy of the board of education that any legally transferring student shall be accepted by the district under the following circumstances:

- A. The district has the capacity to accept the student at the grade level at the school site;
- B. The transferring student has not been disciplined for:
 - 1. violation of a school regulation,
 - 2. possession of an intoxicating beverage, low-point beer, as defined by [Section 163.2](#) of Title 37 of the Oklahoma Statutes, or missing or stolen property if the property is reasonably suspected to have been taken from a student, a school employee, or the school during school activities, or
 - 3. possession of a dangerous weapon or a controlled dangerous substance while on or within two thousand (2,000) feet of public-school property, or at a school event, as defined in the Uniform Controlled Dangerous Substances Act.
- C. The transferring student does not have a history of absences. "History of absences" means ten or more absences in one semester that are not excused for the reasons provided in 70 O.S. § 10-105 or due to illness.

By the first day of January, April, July and October, the board of education shall establish the number of transfer students the district has the capacity to accept in each grade level for each school site within the district. The number of transfer students for each grade level at each site that the district has the capacity to accept will be posted in a prominent place on the school district's website. The district shall report to the State Department of Education

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the number of transfer students for each grade level for each school site which the district has the capacity to accept.

In making the decision to determine capacity, the board of education shall review class size limits specified in 70 O.S. § 18-113.1 and multiply those limits times the number of classroom teachers employed by the school district at each grade level. If classroom space is not sufficient to accommodate that number of students due to a classroom being disproportionately sized, the district's capacity numbers will reflect a lesser amount based upon that classroom size.

A student shall be allowed to transfer to a district in which the parent or legal guardian of the student is employed as a teacher **or support employee** as per 70 O.S. § 8-113.

The school district shall enroll transfer students in the order in which they submit their applications. If the number of student transfer applications exceeds the capacity of the district, the district shall select transfer students in the order in which the district received the application. Students who are the dependent children of a member of the active uniformed military services of the United States on full-time active-duty status and students who are the dependent children of the military reserve on active duty orders shall be eligible for admission to the school district regardless of capacity of the district. Students shall be eligible for military transfer if:

- A. At least one parent of the student has a Department of Defense issued identification card; and
- B. At least one parent can provide evidence that he or she will be on active-duty status or active-duty orders, meaning the parent will be temporarily transferred in compliance with official orders to another location in support of combat, contingency operation or a national disaster requiring the use of orders for more than thirty (30) consecutive days.

If accepted, a student transfer is granted for the existing school year and may continue to attend in future years. At the end of the school year, the district may deny continued transfer of the student due to capacity or for disciplinary reasons or a history of absences.

~~If a transfer request is denied by the administration, the parent or legal guardian of the student may appeal the denial within ten (10) days of notification of denial to the board of education. The board of education shall consider the appeal at its next regularly scheduled board meeting if notice is provided prior to the statutory deadline for posting the agenda for the meeting. If notice is after the deadline for posting, the board shall consider the appeal at a special meeting of the board of education.~~

If a transfer request is denied by the school district, the district shall provide notification of the denial in writing to the parent by either hand-delivery, by U.S. Mail or electronic mail. The notification shall include:

1. An explanation including but not limited to any citation to the statute, regulation, or school district policy under which the denial was made;

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2. A copy of the policy adopted by the district for determining the number of transfer students the school district has the capacity to accept;
3. A copy of 210:10-1-18.1 from the Administrative Code; and
4. The date upon which the appeal will be due.

If a transfer request is denied by the administration, the parent or legal guardian of the student may appeal the denial within ten (10) days of notification of denial to the board of education. If notification was hand-delivered, the appeal period shall begin the day after the notification is delivered. If notification is sent by U.S. Mail, the appeal period shall begin three (3) days after the notification is mailed. If notification is sent via electronic mail, the appeal period shall begin the day after the notification is sent. The board of education shall consider the appeal at its next regularly scheduled board meeting if notice is provided prior to the statutory deadline for posting the agenda for the meeting. The board of education shall accept an otherwise untimely appeal if a parent of a student can establish that they did not receive actual notice of the notification denying the transfer request, and the appeal was submitted within ten (10) days after the parent of the student actually received notice.

The appeal to the board of education shall be submitted to the office of the superintendent. The appeal shall include the following:

1. The name, address and telephone number of the parent of the student and the student for whom the appeal is being taken;
2. The date the district gave notice denying the transfer request;
3. The basis for appealing the decision of the school district; and
4. The name, address and telephone number of the legal representative, if applicable.

During the appeal, the board will review the action of the administration to make sure that the district policy was followed with regard to the denial of the transfer. The board of education will meet in an executive session to review the educational records of the student. If the policy was not followed, the board of education shall vote to overturn the denial and the transfer will be granted. This will be a paper appeal and will include the written documentation utilized by the school district as well as a written response from the parent or legal guardian which explains why the policy was not followed.

If the board of education votes to uphold the denial of the transfer, the parent or legal guardian may appeal the denial within ten (10) days of the notification of the appeal denial to the State Board of Education. The parent or legal guardian shall submit to the State Board of Education and to the superintendent of the district, a notice of appeal on the form prescribed by the State Board of Education.

A student who enrolls in a school district in which the student is not a resident shall not be eligible to participate in school-related extramural athletic competition governed by the Oklahoma Secondary School Activities Association for a period of one (1) year from the first day of attendance at the receiving school unless the transfer is from a school district which does not offer the grade the student is entitled to pursue as per 70 O.S. § 8-103.2.

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REFERENCE: 70 O.S. §1-114

70 O.S. §1-113

70 O.S. §5-117.1

70 O.S. §8-101, et seq.

70 O.S. §24-101, et seq.; §24-102

Family Education Rights and Privacy Act

Atty. Gen. Op. No. 87-134, April 1, 1988

LEGAL NOTE: Senate Bill 783 repealed 70 O.S. § 8-104 effective March 31, 2021.

Oklahoma law no longer allows emergency transfer of students. ~~Oklahoma law regarding transfers will change again on January 1, 2022. A new sample policy has been created which addresses those changes that are effective with regard to student transfers on January 1, 2022.~~

THIS POLICY REQUIRED BY LAW.

Encumbrance Register

Options: Year: 2021-2022, Date Range: 6/9/2022 - 6/23/2022, PO Range: 670 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount	
11	670	06/13/2022	978	Office Depot	Office Supplies	1,000.00	
				MS Office Supplies	022-2410-619-000-0000-000-505	06/13/2022	1,000.00
11	671	06/13/2022	47944	Amazon	Supplies for Elementary Offices	150.00	
				Supplies for Elementary Offices	023-2410-619-000-0000-000-105	06/13/2022	150.00
11	672	06/13/2022	82688	LAURA CASTROP	OSRHE Student Prep Summer Institute	250.00	
				Gas reimbursement for traveling to Shangri-La Resort for Counselor Student Prep Summer Institute June 13-15 2022.	000-2575-930-100-2735-000-705	06/13/2022	250.00
11	673	06/13/2022	33674	LEE C MCELROY	signs	700.00	
				bus routes # magnets and #fence signs	009-2740-612-000-0000-000-050	06/13/2022	700.00
11	674	06/13/2022	33315	J & W Tire	bus tires	2,600.00	
				Bus tires N11,N13 and N07	009-2740-612-000-0000-000-050	06/13/2022	2,600.00
11	675	06/13/2022	47944	Amazon	Administrator Supplies	185.00	
				3 stylus pens, 2 wireless mouse and 2 desktop dry erase pads.	023-2410-619-000-0000-000-105	06/13/2022	185.00
11	676	06/14/2022	8385	SCHOOL NUTRITION ASSOC OF OKLAHOMA	School Nutrition Association of Oklahoma	175.00	
				School Nutrition Association of Oklahoma Conference. My member no. is 662835. June 15-16, 2022.	000-3180-860-700-0000-000-705	06/14/2022	175.00
11	677	06/14/2022	5050	OCCUPATIONAL HEALTH CENTERS	Drug Testing	89.00	
				Drug test on bus driver	000-2740-336-000-0000-000-050	06/14/2022	89.00
11	678	06/14/2022	47944	Amazon	(561) Supplies for Cultural Activities	507.55	
				(561) Supplies for Cultural Activities	561-2199-619-900-0000-000-105	06/14/2022	253.78
					561-2199-619-900-0000-000-110	06/14/2022	253.77
11	679	06/14/2022	10028	Prosperity Bank	(561) Supplies for Cultural Activities	310.15	
				(561) Supplies for Cultural Activities	561-2199-619-900-0000-000-105	06/14/2022	103.38
					561-2199-619-900-0000-000-110	06/14/2022	103.38
					561-2199-619-900-0000-000-505	06/14/2022	103.39
11	680	06/14/2022	10028	Prosperity Bank	(561) Supplies for Cultural Activities	117.23	
				(561) Supplies for Cultural Activities	561-2199-619-900-0000-000-105	06/14/2022	58.61
					561-2199-619-900-0000-000-110	06/14/2022	58.62
11	681	06/14/2022	4781	FIRST NATIONAL BANK & TRUST	Activity Fund Deposit Books	350.00	
				(20) carbonized deposit books for the activity fund	000-2511-550-000-0000-000-050	06/14/2022	350.00
11	682	06/20/2022	51545	Project Lead The Way Inc	3D Printer Bundle	4,000.00	
				3D Printer Bundle	021-1000-619-100-0000-000-705	06/20/2022	4,000.00
11	683	06/20/2022	2600	CEV Multimedia, Ltd.	(412-FACS) ICEV curriculum	2,200.00	
				ICEV curriculum.	412-1000-641-314-8400-000-705	06/20/2022	2,200.00
11	684	06/20/2022	47944	Amazon	MS Office Supplies	700.00	
				MS Office Supplies	022-2410-619-000-0000-000-505	06/20/2022	700.00
11	685	06/20/2022	4768	CAREER TECH	Conference Registration--Julie Yousey	85.00	
				New Teacher Academy, July 5, 6, 7--Julie Yousey	021-2213-860-000-0000-000-705	06/20/2022	85.00

Encumbrance Register

Options: Year: 2021-2022, Date Range: 6/9/2022 - 6/23/2022, PO Range: 670 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount	
11	686	06/20/2022	8644	Staples, Inc.	600 Cases 20# White Copy Paper	19,794.00	
				600 Cases 20# white copy paper	000-1000-618-100-0000-000-105	06/20/2022	4,948.50
					000-1000-618-100-0000-000-110	06/20/2022	4,948.50
					000-1000-618-100-0000-000-505	06/20/2022	4,948.50
					000-1000-618-100-0000-000-705	06/20/2022	4,948.50
11	687	06/20/2022	2766	CDW LLC	(793) Annual Chromebook Purchase	126,520.00	
				(500) Samsung Chromebook 4 devices (XE310XBA) and Google Chrome Education License to replace old devices (shipping costs included)	793-2580-653-000-0000-000-705	06/20/2022	126,520.00
11	688	06/22/2022	2766	CDW LLC	(793) Dell Chromebooks for KG	27,419.38	
				(86) Dell Touchscreen Chromebook 3100 devices plus Google Chrome Management Licenses for KG students, shipping included	000-1000-653-100-1024-000-110	06/22/2022	107.73
					793-1000-653-100-1024-000-110	06/22/2022	27,311.65
11	689	06/22/2022	3121	WORTHINGTON DIRECT	Collaboration desks and chairs for HS	58,355.60	
				(48) sets of 5 collaboration desks and chairs for HS classrooms, including shipping	000-2620-651-000-0000-000-705	06/23/2022	58,355.60
11	690	06/22/2022	137	THOMPSON SCHOOL BK. DEP.	Wonders Trade Book Sets	2,729.62	
				Wonders Trade Book Sets	072-2220-641-000-0000-000-105	06/22/2022	2,729.62
11	691	06/22/2022	51548	Herbert Simpson	Herbert Simpson mailbox replacement	500.00	
				mailbox replacement	009-2740-930-000-0000-000-050	06/22/2022	500.00
11	692	06/22/2022	33650	SOUTHERN NAZARENE UNIVERSITY	Payment for Special Education Bootcamp	1,500.00	
				Special Education Bootcamp payment for returning teacher.	000-2575-860-239-0000-000-050	06/22/2022	1,500.00
11	693	06/22/2022	51546	Palen Music Center Inc	Instrument Repair and Instrument Purchases	50,000.00	
				The first part of this requisition is to repair the inventory of the Racer Band. All instruments will be sent to Palen Music to be worked on by their instrument repair technicians. They will properly repair and clean the entire inventory of the band program. Estimated costs for repair is \$13,700. The remainder of the amount will be used to purchase instruments for the Racer Band Program. This includes an oboe, a bassoon, a sousaphone, a malletstation and speaker, chimes, stands to hold the instruments, and additional smaller instruments to fill out the PO. Estimated costs for instruments is \$36,300.	000-1000-735-100-3000-000-705	06/23/2022	50,000.00
11	694	06/23/2022	33315	J & W Tire	FFA trailer new tire	500.00	
				FFA trailer new tire	009-2740-612-000-0000-000-050	06/23/2022	500.00
11	695	06/23/2022	4881	OSWALT RESTAURANT SUPPLY	Equipment for ECC Cafeteria	45,495.77	
				Hobart Dishwasher, Door type, Vent less Model No. AM16VLT-ADV-2. See quote for specifics. 1 Soiled dish table John Boos Model no. SDT6-S108SBK-L, 1 Clean dish table - John Boos model no. CDT6-S144SBK-R	018-3140-731-700-0000-000-110	06/23/2022	45,495.77

Encumbrance Register

Options: Year: 2021-2022, Date Range: 6/9/2022 - 6/23/2022, PO Range: 670 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount	
11	696	06/23/2022	4881	OSWALT RESTAURANT SUPPLY	Equipment for Elementary Cafeteria	56,500.27	
				Hobart model no. AM16T-BAS-2 includes (1.)WWST-STARTUP by trained technician , (2) DWT-AM 16 Drain tempering valve (3) WS40-NOINSTALL Water softener system. (4) 4 rack pans Tall only.	018-3140-731-700-0000-000-105	06/23/2022	24,493.86
				Disposer- InSinkErator Model no. SS-200-5-CC101 - See quote for specifics.	018-3140-731-700-0000-000-105	06/23/2022	3,599.59
				COMBI CLASSIC oven, gas- Rational model no. ICC 10 Full NG 208/240V 1 PH. See quote for specifics.	018-3140-731-700-0000-000-105	06/23/2022	23,204.82
				Installation of Dish machine , disposer and COMBI oven.	018-3140-735-700-0000-000-105	06/23/2022	5,202.00
11	697	06/23/2022	4881	OSWALT RESTAURANT SUPPLY	Cafeteria Equipment for Middle School	55,226.58	
				Dishwasher - Hobart model no. AM16T-BAS-2 - See quote for specifics.	018-3140-731-700-0000-000-505	06/23/2022	24,493.86
				Hot food well unit, drop in electric - Hatco Model no. HWBHI-FULD - See quote for specifics.	018-3140-731-700-0000-000-505	06/23/2022	2,018.80
				Deck mount faucet for serving wells. Fisher Model No. 1731	018-3140-731-700-0000-000-505	06/23/2022	133.12
				COMBI OVEN,GAS- RATIONAL Model no. ICC 10-FULL NG 208/240V 1 PH (LM200EG)-See quote for specifics.	018-3140-731-700-0000-000-505	06/23/2022	23,204.82
				Freight on equipment	018-3140-731-700-0000-000-505	06/23/2022	120.02
				Installation on dishwasher and COMBI oven.	018-3140-731-700-0000-000-505	06/23/2022	5,255.96
11	698	06/23/2022	4881	OSWALT RESTAURANT SUPPLY	Cafeteria Equipment for H.S. site	44,638.95	
				Dishwasher- HOBART MODEL NO. AM16T-BAS-2 - See quote for specifics.	018-3140-735-700-0000-000-705	06/23/2022	24,493.86
				Hot food serving tables.	018-3140-735-700-0000-000-705	06/23/2022	11,964.48
				Freight costs	018-3140-735-700-0000-000-705	06/23/2022	495.61
				Installation on Dish machine and wells .	018-3140-735-700-0000-000-705	06/23/2022	7,685.00
11	699	06/23/2022	5742	ES2, Inc.	Upgrade Upper Elementary HVAC Control System	48,700.00	
				Upgrade HVAC Control System for Upper Elementary School to include removal of old control units, and installation of new controllers, space sensors w/ co2 monitoring, dirty filter monitoring, communication wiring as needed, and upgrade system configurations on 25 rooftop units and 2 split units from ES2 company.	010-2620-433-000-0000-000-105	06/23/2022	48,700.00

Encumbrance Register

Options: Year: 2021-2022, Date Range: 6/9/2022 - 6/23/2022, PO Range: 670 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	700	06/23/2022	5742	ES2, Inc.	Upgrade ECC, RTU 1,2,3,4 HVAC Control System	39,950.00
			010-2620-433-000-0000-000-110		06/23/2022	39,950.00
				Retrofit AAON controls to ES2 control system for RTU's 1,2,3,4 at the Early Childhood Center to include removal of all AAON control modules & replacing with ALC Optiflex controllers ,install zone sensors and cabling, re-use any control devices and components for a complete and operational system from ES2 company.Re-use existing communication cabling.		
11	701	06/23/2022	33892	Oklahoma Schools Insurance Group	Deductible for MS Sewage Issue	25,000.00
			000-2620-437-000-0000-000-505		06/23/2022	25,000.00
				Deductible for MS Sewage Backup claim		
11	702	06/23/2022	4618	KATHERYNE B .PAYNE EDUCATION CENTER	(511) SLB Materials	2,050.45
			511-1000-619-429-0000-000-105		06/23/2022	2,050.45
				(511) SLB Materials		
Non-Payroll Total:						\$618,299.55
Payroll Total:						\$0.00
Balance Forward:						\$3,970.00
Report Total:						\$622,269.55

Change Order Listing

Options: Fund: General Fund, Year: 2021-2022, ReferenceDate: PO Date, Date Range: 6/9/2022 - 6/23/2022, PO Range: 1 - 669, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
5	07/01/2021	2969	O'Reilly's Automotive Stores, Inc.	Transportation repair parts	3,000.00
	Increase PO 11-5	009-2740-612-000-0000-000-050		06/13/2022	3,000.00
12	07/01/2021	1413	Angel, Johnston & Blasingame P.C.	Accounting Services	-3,550.00
	Accounting Services	000-2318-331-000-0000-000-050		07/01/2021 06/13/2022	-3,550.00
29	07/01/2021	1191	Hiland Dairy Foods Company LLC	Cafeteria Milk Purchases	1,802.87
	Increase amount for the purchase of milk for SY21-22 .	000-3150-630-700-0000-000-705		06/09/2022	1,802.87
30	07/01/2021	51258	PB/IdentoGo	OSDE Background Checks	3,000.00
	Increase PO# 11-30	000-2670-337-000-0000-000-050		06/13/2022	3,000.00
33	07/01/2021	8323	JUMP TOWING & RECOVERY LLC	Towing	-250.00
	Towing	009-2740-439-000-0000-000-050		03/24/2022 06/13/2022	-250.00
34	07/01/2021	5124	April Nikki Keck	Contracted Vision Therapy Services	315.00
	Increase in PO	000-2180-336-239-0000-000-105		06/20/2022	315.00
37	07/01/2021	1084	Thomas Branton Maloy	Vinyl Seat Repair	-5,000.00
	Vinyl Seat Repair	009-2740-439-000-0000-000-050		07/01/2021 06/13/2022	-5,000.00
38	07/01/2021	313	McClain County Election Board	Election Expenses	-5,000.00
	Election Expenses	000-2314-310-000-0000-000-050		07/01/2021 06/13/2022	-5,000.00
41	07/01/2021	146	MUNICIPAL ACCOUNTING SYSTEMS	Printing expenses	-899.00
	Printing expenses	000-2511-550-000-0000-000-705		07/01/2021 06/13/2022	-899.00
50	07/01/2021	47882	OK Assoc School Business Officials	Annual Membership	-375.00
	Annual Membership	000-2511-810-000-0000-000-050		07/01/2021 06/13/2022	-375.00
51	07/01/2021	4797	OK DHS FINANCE	CNP Commodity Fee	-208.57
	CNP Commodity Fee	000-3150-630-700-0000-000-105		03/24/2022 06/13/2022	-52.14
		000-3150-630-700-0000-000-110		03/24/2022 06/13/2022	-52.15
		000-3150-630-700-0000-000-505		03/24/2022 06/13/2022	-52.14
		000-3150-630-700-0000-000-705		03/24/2022 06/13/2022	-52.14
167	07/28/2021	1217	MARDEL EDUCATIONAL SUPPLY	Classroom Allowance Supplies	-3,481.19
	Classroom Allowance Supplies - \$110 Limit per teacher, Expires 8/22/21.	031-1000-619-100-1050-000-105		07/28/2021 06/13/2022	-3,481.19
168	07/28/2021	2858	Capital One/Walmart	Classroom Allowance Supplies	-3,688.93
	Classroom Allowance Supplies - \$110 Limit per Teacher, Expires 8/22/21	031-1000-619-100-1050-000-105		07/28/2021 06/13/2022	-3,688.93
169	07/28/2021	2561	Lakeshore Equipment Co.	Classroom Allowance Supplies	-4,674.52
	Classroom Allowance Supplies, \$110 Limit per Teacher, Expires 8/22/21	031-1000-619-100-1050-000-105		07/28/2021 06/13/2022	-4,674.52
170	07/28/2021	47944	Amazon	Classroom Allowance Supplies	-1,265.44
	Classroom Allowance Supplies, \$110 Limit per Teacher, Expires 8/22/21	031-1000-619-100-1050-000-105		07/28/2021 06/13/2022	-1,265.44
175	07/29/2021	5733	MID AMERICA CONFERENCE	Bus Driving Class for Tracy Garver date TBD	-150.00
	Bus Driving Class for Tracy Garver - Date TBD	009-2573-860-000-0000-000-050		07/29/2021 06/13/2022	-150.00
210	08/16/2021	47944	Amazon	(412-CTreu) - Wireless keyboards for lab	-94.55
	Logitech MX Keys Advanced Wireless Keyboard	412-1000-653-316-8100-000-705		08/16/2021 06/13/2022	-94.55
214	08/16/2021	8317	PROSPERITY BANK (WEBSTAUANT STORE)	Misc Kitchen Supplies	-119.60
	SHIPPING COSTS	000-3140-617-700-0000-000-705		08/16/2021 06/13/2022	-119.60
229	08/23/2021	33674	LEE C MCELROY	Stickers NPS for new bus	-45.00

Change Order Listing

Options: Fund: General Fund, Year: 2021-2022, ReferenceDate: PO Date, Date Range: 6/9/2022 - 6/23/2022, PO Range: 1 - 669, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
				Stickers NPS for new bus	-45.00
274	09/13/2021	2071	NEWCASTLE TAG AGENCY	Tags for Bus and Pickup	-187.50
				Registration and Tag for Special Ed Bus and Maintenance Pickup	-187.50
301	09/28/2021	415	MID-AMERICA VO-TECH	CDL training	-240.00
				Commercial Driver's License (CDL) Test Prep \$90Bus Driver Training Matt Benge Meets: \$150	-240.00
317	10/06/2021	8773	AEG PETROLEUM LLC	Drums of Oil, DEF and AntiFreeze	-117.27
				BULK 275 GALLON DEF \$2.29 GAL	-117.27
391	11/09/2021	50378	Dick Blick Holdings, Inc.	Visual Art	-100.29
				Oklahoma Arts Council - Classroom Supply Grant	-100.29
455	01/18/2022	47944	Amazon	Classroom Allowance Reading and Math supplies	-28.43
				Really Good Stuff Tap and Write CVC Words. 3 Color-coded, double-sided card sets on rings, 124 cards total, including answer keys and instruction card, Write again wipe-off laminate.	-28.43
476	01/27/2022	8640	BIG GAME SPORTS, INC.	HS Footballs	65.00
				Need to increase PO 11-476 by \$65.00	65.00
517	02/28/2022	4618	KATHERYNE B .PAYNE EDUCATION CENTER	(511) SLB Supplemental Instr. Materials	557.75
				5 additional sets of SLB materials for the Elementary.	557.75
637	05/19/2022	10028	Prosperity Bank	Planner for ECC/Elem. Registrar	-3.83
				2022-2023 Erin Condren Planner for ECC/Elem. Registrar.	-3.83
655	05/26/2022	47944	Amazon	(541) Books for Admin book study	118.87
				(541) Increase PO 655	118.87
661	06/01/2022	81425	TERRI SCOTT	CCOSA Parking Reimbursement	-6.00
				CCOSA Parking Reimbursement. \$12/day for 3 days.	-6.00
662	06/01/2022	82029	CINDY TRENT	CCOSA Parking Reimbursement	-6.00
				CCOSA Parking Reimbursement. \$12/day for 3 days.	-6.00
668	06/07/2022	51520	Adam Hull	Parking Reimbursement	-6.00
				Parking Reimbursement	-6.00
669	06/07/2022	82428	CATHY MOORE	Parking	-6.00
				Parking for CCOSA	-6.00
				Non-Payroll Total:	(\$20,643.63)
				Payroll Total:	\$0.00
				Report Total:	(\$20,643.63)

Project Totals

000	NON-CATEGORICAL	-5,274.23
009	Transportation - Yolanda	-2,802.27
019	Athletics GF Expenses	65.00
023	ES BUDGET	-3.83
031	CLASSROOM ALLOWANCE	-13,110.08

Change Order Listing

Options: Fund: General Fund, Year: 2021-2022, ReferenceDate: PO Date, Date Range: 6/9/2022 - 6/23/2022, PO Range: 1 - 669, Include Negative Changes: True

032	VARIOUS GRANTS	-100.29
412	VOCATIONAL ASSISTANCE GRANT	-94.55
511	TITLE 1 PART A BASIC	557.75
541	TITLE 2 PART A RECRUITMENT	118.87

Unit Totals

050	DISTRICTWIDE	-8,674.77
105	ELEMENTARY SCHOOL	-12,333.73
110	EARLY CHILDHOOD	-58.15
505	MIDDLE SCHOOL	-52.14
705	HIGH SCHOOL	475.16

Encumbrance Register

Options: Year: 2021-2022, Date Range: 6/9/2022 - 6/23/2022, PO Range: 252 - 999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount	
21	252	06/13/2022	1128	Country Equipment & Used Trucks LLP	Part to repair Kubota	1,350.00	
				Replacement parts on Kubota	010-2640-439-000-0000-000-705	06/20/2022	1,000.00
				Spindle for deck.	010-2640-439-000-0000-000-705	06/13/2022	350.00
21	253	06/14/2022	2140	THE HOME DEPOT	Troy Bilt Edger	419.00	
				Troy Bilt Edger	011-2620-656-000-0000-000-705	06/14/2022	419.00
21	254	06/22/2022	1128	Country Equipment & Used Trucks LLP	Kubota 72" Diesel Mower	20,598.00	
				1 Kubota 72" Mower	011-2650-656-000-0000-000-705	06/22/2022	20,598.00
21	255	06/22/2022	33315	J & W Tire	Blowout on Ford truck	500.00	
				Replacement tire and labor	009-2650-439-000-0000-000-705	06/22/2022	500.00
21	256	06/22/2022	51549	Elevate Dance LLC	Reimbursement	275.00	
				Reimbursement for payment for sound and lighting operator	000-5600-930-000-0000-000-705	06/22/2022	275.00
21	257	06/23/2022	10029	PROSPERITY BANK (LOWES)	3 Portable A/C Units for Baseball Bldg	1,200.00	
				3 portable a/c units for coach's office, south locker room, and north locker room at baseball building from LOWE'S store.	010-2620-651-000-0000-000-705	06/23/2022	1,200.00

Non-Payroll Total:	\$24,342.00
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$24,342.00

Change Order Listing

Options: Fund: Building Fund, Year: 2021-2022, ReferenceDate: PO Date, Date Range: 6/9/2022 - 6/23/2022, PO Range: 1 - 251, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
22	07/01/2021	2105	Lowe's Business Account	Supplies for Maintenance Department	500.00
	Increase for purchases.	010-2640-619-000-0000-000-050		06/13/2022	500.00
29	07/01/2021	47944	Amazon	Supplies for Safety / Security Department	500.00
	Heat protective/comfort products for outdoor workers	012-2670-619-000-0000-000-050		06/20/2022	500.00
36	07/01/2021	728	Techsico Enterprise Solutions	Fire Alarm Monitoring	1,065.21
	Last Cellular dialer payment	012-2670-438-000-0000-000-050		06/22/2022	1,065.21
156	12/06/2021	47944	Amazon	Locking Clamps for MS Weight room	-94.90
	Locking Clamps for MS Weight Room	000-2620-651-000-1360-000-505		01/18/2022 06/23/2022	-94.90
157	12/06/2021	10028	Prosperity Bank	Locking Clamps for HS Weight Room	-385.00
	Locking clamps for HS Weight Room	000-2620-734-000-0000-000-705		12/06/2021 06/23/2022	-385.00
207	02/28/2022	8966	Carrier Enterprise LLC	Heating parts for MS RTUs 1 & 23	-44.48
	Shipping costs for heating parts from CARRIER ENTERPRISES	010-2620-435-000-0000-000-505		02/28/2022 06/13/2022	-44.48
239	05/10/2022	8943	American Water Solutions LLC	HWT for Bus Barn	1,000.00
	For Mixer Replacement	010-2620-434-000-0000-000-705		06/13/2022	1,000.00
245	05/24/2022	51358	Tractor Bobs LLC	Bad Boy Repairs	500.00
	Replacement parts for Bad Boy	010-2640-439-000-0000-000-050		06/20/2022	500.00
247	06/01/2022	603	Treat's Janitorial Supply	Repairs on custodial machines	1,200.00
	More repairs than expected on Zamboni and 2 Rev Machines	010-2640-439-000-0000-000-705		06/20/2022	1,200.00
251	06/07/2022	51313	Ahern Rentals, Inc.	60' Boom Lift for goal post painting	172.00
	Fuel costs were not listed.	012-2670-619-000-0000-000-050		06/20/2022	172.00
Non-Payroll Total:					\$4,412.83
Payroll Total:					\$0.00
Report Total:					\$4,412.83

Project Totals

000	NON-CATEGORICAL	-479.90
010	HVAC - Scott	3,155.52
012	Fire/ Safety/ Security - Joe	1,737.21

Unit Totals

050	DISTRICTWIDE	2,737.21
505	MIDDLE SCHOOL	-139.38
705	HIGH SCHOOL	1,815.00

Encumbrance Register

Options: Year: 2021-2022, Date Range: 6/9/2022 - 6/23/2022, PO Range: 68 - 999, Fund Codes: 39

Fund	PO No	Date	Vendor No	Vendor	Description	Amount	
39	69	06/23/2022	2766	CDW LLC	Dell Touchscreen Chromebooks for KG	43,906.62	
				(114) Dell Chromebook 3100 Touchscreen devices, Google Licenses, (8) Chromebook storage carts, shipping included, for KG students	000-1000-653-100-1024-000-110	06/23/2022	43,906.62

Non-Payroll Total:	\$43,906.62
Payroll Total:	\$0.00
Balance Forward:	\$490.50
Report Total:	\$44,397.12

Change Order Listing

Options: Fund: Technology Bond Fund 39, Year: 2021-2022, ReferenceDate: PO Date, Date Range: 6/9/2022 - 6/23/2022,
PO Range: 1 - 68, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
35	07/01/2021	8311	BYTESPEED LLC	Caching Server Support (E-Rate)	-1,350.40
			Caching Server Support, 3-Year (E-Rate) Full-Price - \$3,376.00, \$2,025.60 paid by E-Rate to Bytespeed, \$1,350.40 paid by Newcastle Schools, FRN 2199056253, 471#211036434	000-2580-653-000-0000-000-050 07/01/2021 06/13/2022	-1,350.40
38	07/19/2021	5075	PEAK UPTIME	Mitel IP license upgrade	-175.00
			Mitel SX-200 License upgrade, 28 count	013-2580-653-000-0000-000-050 03/24/2022 06/13/2022	-175.00
40	07/27/2021	51311	PC Innovations Inc.	Blanket PO for iPad repairs	-2,500.00
			Blanket PO for iPad repairs	026-2230-432-000-0000-000-705 07/27/2021 06/13/2022	-2,500.00
43	07/29/2021	51305	PROSPERITY BANK (EBAY)	Mitel Superset 4025 Digital phone - lot of 10	-124.99
			Mitel Digital Phone model 4025	013-2580-653-000-0000-000-050 07/29/2021 06/13/2022	-124.99
50	09/28/2021	5075	PEAK UPTIME	Mitel IP license upgrade	-1,749.16
			Mitel IP license upgrade from 220 to 248 (Max)	013-2580-653-000-0000-000-050 10/13/2021 06/13/2022	-1,749.16

Non-Payroll Total:	(\$5,899.55)
Payroll Total:	\$0.00
Report Total:	(\$5,899.55)

Project Totals

000	NON-CATEGORICAL	-1,350.40
013	Technology - Rick	-2,049.15
026	Repairs - 1to1 devices	-2,500.00

Unit Totals

050	DISTRICTWIDE	-3,399.55
705	HIGH SCHOOL	-2,500.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1	07/01/2022	47944	Amazon	General Supplies	5,000.00
				000-2511-619-000-0000-000-705	07/01/2022	5,000.00
11	2	07/01/2022	140	Oklahoma Electric Cooperative	Electricity	175,000.00
				000-2620-624-000-0000-000-050	07/01/2022	175,000.00
11	3	07/01/2022	978	Office Depot	Office Supplies	6,000.00
				000-2511-619-000-0000-000-705	07/01/2022	6,000.00
11	4	07/01/2022	142	Pioneer Telephone Co.	Telephone	24,000.00
				000-2620-530-000-0000-000-705	07/01/2022	24,000.00
11	5	07/01/2022	2858	Capital One/Walmart	General Supplies	1,000.00
				000-2511-619-000-0000-000-705	07/01/2022	1,000.00
11	6	07/01/2022	47944	Amazon	Technology Consumable Supplies	2,500.00
				000-2580-619-000-0000-000-705	07/01/2022	2,500.00
11	7	07/01/2022	1413	Angel, Johnston & Blasingame P.C.	Accounting Services	20,000.00
				000-2318-331-000-0000-000-050	07/01/2022	20,000.00
11	8	07/01/2022	3001	BancFirst Insurance Services, Inc.	Surety Bonds	2,500.00
				000-2312-525-000-0000-000-050	07/01/2022	150.00
				000-2313-525-000-0000-000-050	07/01/2022	1,325.00
				000-2321-525-000-0000-000-050	07/01/2022	875.00
				000-2511-525-000-0000-000-050	07/01/2022	150.00
11	9	07/01/2022	344	CCOSA	District Level Services Agreement	2,000.00
				000-2330-310-000-0000-000-050	07/01/2022	2,000.00
11	10	07/01/2022	8236	Lexia Learning Systems LLC	(511) Lexia ELEM #Q4658422, ECC #Q4856396	18,500.00
				511-1000-653-429-1050-000-105	07/01/2022	9,250.00
				511-1000-653-429-1050-000-110	07/01/2022	9,250.00
11	11	07/01/2022	5057	OKLA STATE HEALTH DEPT.	Food Service License Renewal	500.00
				000-3140-617-700-0000-000-705	07/01/2022	125.00
				000-3140-617-700-0000-000-705	07/01/2022	125.00
				000-3140-617-700-0000-000-705	07/01/2022	125.00
				000-3140-617-700-0000-000-705	07/01/2022	125.00
11	12	07/01/2022	51265	EduSkills LLC	HLS EL Support	3,080.00
				027-2580-653-000-0000-000-105	07/01/2022	770.00
				027-2580-653-000-0000-000-110	07/01/2022	770.00
				027-2580-653-000-0000-000-505	07/01/2022	770.00
				027-2580-653-000-0000-000-705	07/01/2022	770.00
11	13	07/01/2022	51550	Paradigm Shift LLP	(552) Leadership Curriculum and PD	7,400.00
				552-2213-337-492-0000-000-705	07/01/2022	4,900.00
				552-2213-600-492-0000-000-705	07/01/2022	2,500.00
11	14	07/01/2022	47944	Amazon	Classroom Allowance Supplies	5,000.00
				031-1000-619-100-0000-000-110	07/01/2022	5,000.00
						limit per teacher.
11	15	07/01/2022	1137	Newcastle Chamber of Commerce	Annual Membership	125.00
				000-2323-810-000-0000-000-050	07/01/2022	125.00
11	16	07/01/2022	8346	Coast to Coast Computer Prod, Inc.	Printer toner	125.00
				000-2511-611-000-0000-000-705	07/01/2022	125.00
11	17	07/01/2022	8291	CONTINUED.COM, LLC	Speech Pathology Certification	356.00
				000-2152-860-239-0000-000-105	07/01/2022	178.00
				000-2152-860-239-0000-000-110	07/01/2022	178.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	18	07/01/2022	48113	Crisis Prevention Institute, Inc.	Certification TScott / JWilson	300.00
				Certification TScott / JWilson	000-2213-810-000-000-105	300.00
11	19	07/01/2022	8367	EDGENUITY, INC.	Edgenuity Site License (HS)	14,950.00
				Edgenuity Site License (HS)	146-1000-653-100-2725-000-705	14,950.00
11	20	07/01/2022	5004	Edmentum, Inc.	Study Island (Bison Creek)	350.00
				Study Island (Bison Creek)	518-1000-653-441-2725-000-105	350.00
11	21	07/01/2022	5187	EMPLOYEE EVALUATION SYSTEMS, INC.	Teacher Evaluation website	3,960.00
				Teacher Evaluation website	000-2410-360-000-0000-000-105	990.00
					000-2410-360-000-0000-000-110	990.00
					000-2410-360-000-0000-000-505	990.00
					000-2410-360-000-0000-000-705	990.00
11	22	07/01/2022	8379	EMS LINQ INC	Child Nutrition Menu Website	995.00
				Child Nutrition Menu Website	018-2580-653-000-0000-000-105	248.75
					018-2580-653-000-0000-000-110	248.75
					018-2580-653-000-0000-000-505	248.75
					018-2580-653-000-0000-000-705	248.75
11	23	07/01/2022	4781	FIRST NATIONAL BANK & TRUST	Sweep Fees to Federated	5,000.00
				Sweep Fees to Federated	000-2511-810-000-0000-000-050	5,000.00
11	24	07/01/2022	51338	McClain-Garvin Co Yth & Fam Ctr	LPC Counselors	25,200.00
				LPC Counselors	722-2132-336-000-0000-000-105	25,200.00
11	25	07/01/2022	1282	Carla D. Garling	Contracted Physical Therapy Services	50,000.00
				Contracted Physical Therapy Services	621-2170-336-239-0000-000-105	50,000.00
11	26	07/01/2022	8368	Tyler Garling	Contracted Occupational Therapy Services	65,000.00
				Contracted Occupational Therapy Services	621-2135-336-239-0000-000-105	65,000.00
11	27	07/01/2022	280	GRADY COUNTY TREASURER	Ad Valorem Assessment Fee	10,000.00
				Ad Valorem Assessment Fee	000-2518-870-000-0000-000-050	10,000.00
11	28	07/01/2022	51258	PB/IdentoGo	OSDE Background Checks	7,500.00
				OSDE Background Checks	000-2670-337-000-0000-000-050	7,500.00
11	29	07/01/2022	717	ImageNet Consulting LLC	Copier Service Agreement	35,000.00
				Copier Service Agreement	000-2230-611-000-0000-000-050	35,000.00
11	30	07/01/2022	33315	J & W Tire	Tires and repairs	250.00
				Tires and repairs	009-2740-612-000-0000-000-050	250.00
11	31	07/01/2022	51398	Rhonda Blankenship DBA R-R Recovery	Towing	400.00
				Towing	009-2740-430-000-0000-000-050	400.00
11	32	07/01/2022	5124	April Nikki Keck	Contracted Vision Therapy Services	2,000.00
				Contracted Vision Therapy Services	000-2180-336-239-0000-000-105	2,000.00
11	33	07/01/2022	51302	Language Line Solutions	Interpretation Fees for EL Students	500.00
				Interpretation Fees for EL Students	027-2199-337-000-0000-000-110	500.00
11	34	07/01/2022	313	McClain County Election Board	Board Member Election Expenses	5,000.00
				Board Member Election Expenses	000-2314-310-000-0000-000-050	5,000.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	35	07/01/2022	313	McClain County Election Board	Bond Election Expenses	5,000.00
				Bond Election Expenses	000-2314-310-000-0000-000-050	5,000.00
11	36	07/01/2022	281	MCCLAIN COUNTY TREASURER	Ad Valorem Assessment Fee	100,000.00
				Ad Valorem Assessment Fee	000-2518-870-000-0000-000-050	100,000.00
11	37	07/01/2022	1722	Midstate Traffic Control, Inc.	School Zone Lights - Programming	300.00
				School zone Lights - Programming	000-2660-430-000-0000-000-705	300.00
11	38	07/01/2022	146	MUNICIPAL ACCOUNTING SYSTEMS	Printing expenses	1,500.00
				Printing expenses	000-2511-550-000-0000-000-705	1,500.00
11	39	07/01/2022	1137	Newcastle Chamber of Commerce	Annual Membership Renewal	180.00
				Annual Membership Renewal	000-2323-810-000-0000-000-050	180.00
11	40	07/01/2022	223	Tri-City Publishing, Inc.	Budgets / EON / Election notices	500.00
				Budgets / EON / Election notices	000-2314-540-000-0000-000-050	500.00
11	41	07/01/2022	223	Tri-City Publishing, Inc.	Recruitment / Advertising	500.00
				Recruitment / Advertising	000-2571-540-000-0000-000-705	500.00
11	42	07/01/2022	99999	NEWCASTLE PUBLIC SCHOOLS	Career Tech Expenses (412)	40,000.00
				Career Tech Expenses (412)	412-1000-653-300-0000-000-705	40,000.00
11	43	07/01/2022	99999	NEWCASTLE PUBLIC SCHOOLS	Payroll Reserve funds for Subs / Extra Duty	275,000.00
				Payroll Reserve funds for Subs / Extra Duty	000-2511-810-000-0000-000-050	275,000.00
11	44	07/01/2022	51257	Norman Regional Hospital Authority	Contract for Athletic Training Services	25,000.00
				Contract for Athletic Training Services	000-1000-336-100-3300-000-705	25,000.00
11	45	07/01/2022	5057	OKLA STATE HEALTH DEPT.	CNP Cafeteria Health Dept Licenses	500.00
				CNP Cafeteria Health Dept Licenses	000-3150-631-700-0000-000-050	500.00
11	46	07/01/2022	47882	OK Assoc School Business Officials	Annual Membership	750.00
				Annual Membership	000-2511-810-000-0000-000-050	750.00
11	47	07/01/2022	4970	Oklahoma Schools Advisory Council	Annual Membership	500.00
				Annual Membership	000-3140-810-700-0000-000-050	500.00
11	48	07/01/2022	191	Okla State School Boards Assoc Inc	Membership Dues	3,386.00
				Membership Dues	000-2319-810-000-0000-000-050	3,386.00
11	49	07/01/2022	191	Okla State School Boards Assoc Inc	Assemble	3,000.00
				Assemble	000-2319-810-000-0000-000-050	3,000.00
11	50	07/01/2022	191	Okla State School Boards Assoc Inc	Policy Service	1,000.00
				Policy Service	000-2319-810-000-0000-000-050	1,000.00
11	51	07/01/2022	191	Okla State School Boards Assoc Inc	Supt. Evaluation	2,000.00
				Supt. Evaluation	000-2319-810-000-0000-000-050	2,000.00
11	52	07/01/2022	8959	Okla State School Boards Assoc Inc	Unemployment Services	25,000.00
				Unemployment Services	000-2620-281-000-0000-707-050	25,000.00
11	53	07/01/2022	5735	PeopleFacts LLC	Non-Certified background checks	500.00
				Non-Certified background checks	000-2571-337-000-0000-000-050	500.00
11	54	07/01/2022	1384	Pitney Bowes Global Financial Svc	Equipment Lease	700.00
				Equipment Lease	000-2511-440-000-0000-000-050	700.00
11	55	07/01/2022	8328	Pitney Bowes Reserve Account	Postage	4,000.00
				Postage	000-2511-530-000-0000-000-050	4,000.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	56	07/01/2022	1067	Rosenstein, Fist & Ringold	Legal Services	15,000.00
					Legal Services	
			000-2317-345-000-0000-000-050		07/01/2022	15,000.00
11	57	07/01/2022	1883	SANDALL FIVE INC.	Cylinder leases - Ag Department	1,000.00
					Cylinder leases - Ag Department	
			412-1000-621-311-8000-000-705		07/01/2022	1,000.00
11	58	07/01/2022	1883	SANDALL FIVE INC.	Cylinder leases - Maintenance	250.00
					Cylinder leases - Maintenance	
			011-2620-621-000-0000-000-705		07/01/2022	250.00
11	59	07/01/2022	576	Shred- It USA JV LLC	Office shredding service	500.00
					Office shredding service	
			000-2511-423-000-0000-000-050		07/01/2022	500.00
11	60	07/01/2022	5013	Standard Insurance Co	Employee Life Insurance	9,000.00
					Employee Life Insurance	
			000-2574-529-000-0000-000-050		07/01/2022	9,000.00
11	61	07/01/2022	50678	STARFALL EDUCATION	Starfall Subscription Renewal School Membership	270.00
					Starfall Subscription Renewal School Membership	
			367-1000-653-427-1050-000-110		07/01/2022	270.00
11	62	07/01/2022	187	TEACHERS RETIREMENT OF OKLAHOMA	TRS payroll adjustments	1,000.00
					TRS payroll adjustments	
			000-2511-262-000-0000-301-050		07/01/2022	1,000.00
11	63	07/01/2022	2941	UNITED SUBURBAN SCHOOLS ASSC.	Annual Membership	1,100.00
					Annual Membership	
			000-2319-810-000-0000-000-050		07/01/2022	1,100.00
11	64	07/01/2022	2858	Capital One/Walmart	Special Ed Food (Jetton)	1,080.00
					Special Ed Food (Jetton)	
			000-1000-619-239-0000-000-105		07/01/2022	1,080.00
11	65	07/01/2022	2170	SCOTT WESTIN	Laminate film and repairs	2,000.00
					Laminate film and repairs	
			000-2620-619-000-0000-000-050		07/01/2022	2,000.00
11	66	07/01/2022	51274	Kristi Ferguson	Mileage Reimbursement	250.00
					Mileage Reimbursement	
			015-2319-580-000-0000-000-050		07/01/2022	250.00
11	67	07/01/2022	82213	JENNIFER BEER	Mileage Reimbursement	250.00
					Mileage Reimbursement	
			015-2199-580-000-0000-000-705		07/01/2022	250.00
11	68	07/01/2022	82511	REY MEDRANO	Mileage Reimbursement	500.00
					Mileage Reimbursement	
			015-2580-580-000-0000-000-705		07/01/2022	500.00
11	69	07/01/2022	82231	JOSEPH SALAZAR	Mileage Reimbursement	750.00
					Mileage Reimbursement	
			015-2670-580-000-0000-000-705		07/01/2022	750.00
11	70	07/01/2022	50933	ESGI LLC	(RSA) ESGI Licenses for ECC	3,808.00
					(RSA) (17) ESGI License for ECC	
			367-1000-653-427-1050-000-110		07/01/2022	3,808.00
11	71	07/01/2022	9294	Comp Risk Management Inc.	FY23 Workers' Compensation Insurance	56,646.00
					Workers' Compensation Insurance	
			000-5300-290-000-0000-000-050		07/01/2022	56,646.00
11	72	07/01/2022	33892	Oklahoma Schools Insurance Group	Property, Auto, Liability Insurance	612,505.00
					Property, Auto, Liability Insurance	
			000-2620-523-000-0000-000-050		07/01/2022	612,505.00
11	73	07/01/2022	2969	O'Reilly's Automotive Stores, Inc.	Transportation repair parts	5,000.00
					Transportation repair parts	
			009-2740-612-000-0000-000-050		07/01/2022	5,000.00
11	74	07/01/2022	1696	Coca-Cola Southwest Beverages LLC	Cafeteria Ala Carte beverage Purchases	15,000.00
					Purchase of items to sell for Ala Carte in MS and HS sites.	
			000-3110-630-700-0000-000-050		07/01/2022	15,000.00
11	75	07/01/2022	296	Ross Transportation, Inc.	Transportation parts	5,000.00
					Transportation parts	
			009-2740-612-000-0000-000-050		07/01/2022	5,000.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	76	07/01/2022	296	Ross Transportation, Inc.	Transportation repair services	10,000.00
					Transportation repair services	10,000.00
			009-2740-430-000-0000-000-050		07/01/2022	10,000.00
11	77	07/01/2022	1084	Thomas Branton Maloy	Vinyl seat repair	5,000.00
					Vinyl seat repairs	5,000.00
			009-2740-439-000-0000-000-050		07/01/2022	5,000.00
11	78	07/01/2022	8378	HEARTLAND SCHOOL SOLUTIONS	Child Nutrition Menu planning	1,400.00
					Mosaic BOH Solutions used for Menus and Inventory in cafeterias.	1,400.00
			018-2580-653-700-0000-000-050		07/01/2022	1,400.00
11	79	07/01/2022	4721	OTA Pikepass	Tolls	1,000.00
					Tolls	1,000.00
			009-2720-810-000-0000-000-050		07/01/2022	1,000.00
11	80	07/01/2022	2858	Capital One/Walmart	Transportation supplies	1,000.00
					Transportation supplies	1,000.00
			009-2740-612-000-0000-000-050		07/01/2022	1,000.00
11	81	07/01/2022	1191	Hiland Dairy Foods Company LLC	Cafeteria Milk Purchases	50,000.00
					Cafeteria Milk Purchases	50,000.00
			000-3150-630-700-0000-000-050		07/01/2022	50,000.00
11	82	07/01/2022	51262	Wex Bank	Transportation fuel	125,000.00
					Transportation fuel	125,000.00
			009-2740-623-000-0000-000-050		07/01/2022	125,000.00
11	83	07/01/2022	4797	OK DHS FINANCE	Child Nutrition Commodity Fee	2,000.00
					CNP Commodity Fee	2,000.00
			000-3150-631-700-0000-000-050		07/01/2022	2,000.00
11	84	07/01/2022	8394	US Foods	Cafeteria Food Purchases	250,000.00
					Purchasing of food for the Child Nutrition Program	250,000.00
			000-3150-630-700-0000-000-050		07/01/2022	250,000.00
11	85	07/01/2022	2858	Capital One/Walmart	Cafeteria Micro Purchases	500.00
					Cafeteria Micro Purchases	500.00
			000-3140-617-700-0000-000-705		07/01/2022	500.00
11	86	07/01/2022	8677	Butler Brothers Sand & Gravel	Transportation repairs	30,000.00
					Transportation repairs	30,000.00
			009-2720-430-000-0000-000-050		07/01/2022	30,000.00
11	87	07/01/2022	3036	CHILD NUTRITION PROGRAM	Start Up Funds for Child Nutrition	1,000.00
					Start up fund for cafeteria sites. \$250.00 each site for making change at POS.	1,000.00
			018-5200-950-700-0000-000-050		07/01/2022	1,000.00
11	88	07/01/2022	51551	Todd W Speck	Bus Inspections	4,000.00
					Bus Inspections	4,000.00
			009-2740-430-000-0000-000-050		07/01/2022	4,000.00

Non-Payroll Total:	\$2,200,616.00
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$2,200,616.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 9999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	1	07/01/2022	9234	City of Newcastle	District water utilities	45,000.00
				District water utilities	000-2620-410-000-0000-000-050	45,000.00
21	2	07/01/2022	141	One Gas, Inc	District natural gas utilities	55,000.00
				District natural gas utilities	000-2620-410-000-0000-000-050	55,000.00
21	3	07/01/2022	4607	Clearwater Enterprises LLC	District natural gas utilities	30,000.00
				District natural gas utilities	000-2620-410-000-0000-000-050	30,000.00
21	4	07/01/2022	140	Oklahoma Electric Cooperative	District electric utilities	140,000.00
				District electric utilities	000-2620-410-000-0000-000-050	140,000.00
21	5	07/01/2022	8987	BancFirst	Additional Rent on LR Debt Service	3,231.23
				Additional Rent on LR Debt Service	000-4620-834-000-0000-000-050	3,231.23
21	6	07/01/2022	1683	UMB Bank, N.A.	Bond fees	900.00
				Bond Fees	000-4620-430-000-0000-000-050	900.00
21	7	07/01/2022	47944	Amazon	Supplies for Admin	1,000.00
				Supplies for Admin	000-2620-619-000-0000-000-050	1,000.00
21	8	07/01/2022	2105	Lowe's Business Account	Supplies for Admin	1,000.00
				Supplies for Admin	000-2620-619-000-0000-000-050	1,000.00
21	9	07/01/2022	51552	Central Bank	Turf Lease	58,074.48
				Turf Lease	000-2630-440-000-0000-000-050	58,074.48
21	10	07/01/2022	47944	Amazon	Blanket PO for HVAC Parts	500.00
				District HVAC parts	010-2620-619-000-0000-000-050	500.00
21	11	07/01/2022	5730	ENGINEERED EQUIPMENT, INC.	Blanket PO for HVAC Parts/Service	2,000.00
				District HVAC parts/service	010-2620-619-000-0000-000-050	2,000.00
21	12	07/01/2022	5742	ES2, Inc.	Blanket PO for HVAC Parts/Service	1,000.00
				District HVAC parts/service	010-2620-619-000-0000-000-050	1,000.00
21	13	07/01/2022	461	Johnstone Supply	Blanket PO for HVAC Parts	4,000.00
				District HVAC parts	010-2620-619-000-0000-000-050	4,000.00
21	14	07/01/2022	4809	Locke Supply	Blanket PO for HVAC Parts	2,000.00
				District HVAC parts	010-2620-619-000-0000-000-050	2,000.00
21	15	07/01/2022	48109	Ace of Newcastle LLC	Blanket PO for HVAC Parts	1,000.00
				District HVAC parts	010-2620-619-000-0000-000-050	1,000.00
21	16	07/01/2022	5751	Terrell Refrigeration	Blanket PO for Refrigeration Parts/Service	2,000.00
				District Refrigeration service/parts	010-2620-619-000-0000-000-050	2,000.00
21	17	07/01/2022	2969	O'Reilly's Automotive Stores, Inc.	Blanket PO for HVAC Parts	500.00
				District HVAC parts	010-2620-619-000-0000-000-050	500.00
Non-Payroll Total:						\$347,205.71
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$347,205.71

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 9999, Fund Codes: 39

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
39	1	07/01/2022	50933	ESGI LLC	ESGI Licenses for ECC	1,344.00
				(6 PK) ESGI Licenses for ECC	000-1000-653-100-1050-000-110	1,344.00
39	2	07/01/2022	8971	CANVA	Canva.com Annual Subscription	150.00
				Canva.com Annual Subscription	000-2530-653-000-0000-000-705	150.00
39	3	07/01/2022	9180	IPREO LLC	Official Bond Statement Printing	750.00
				Official Bond Statement Printing	000-4620-550-000-0000-000-050	750.00
39	4	07/01/2022	9179	BOK Financial Securities, Inc.	Bond Management Fee, S&P Rating Fee	41,000.00
				Bond Management Fee, S&P Rating Fee	000-2314-310-000-0000-000-050	41,000.00
39	5	07/01/2022	5169	OKLAHOMA ATTORNEY GENERAL	Legal opinion on 2020 Bond sale	1,800.00
				Legal opinion on 2020 Bond sale	000-2317-310-000-0000-000-050	1,800.00
39	6	07/01/2022	8704	CLASSLINK, INC.	SSO / Rostering / Analytics Service	10,500.00
				SSO / Rostering / Analytics Service	000-2230-653-000-0000-000-050	10,500.00
39	7	07/01/2022	51350	ExploreLearning LLC	Reflex Math / Online Math Practices - ES	2,965.50
				Reflex Math / Online Math Practice - ES	000-1000-681-100-1050-000-105	2,965.50
39	8	07/01/2022	1899	FOLLETT SCHOOL SOLUTIONS, INC.	Destiny Library management system	5,005.00
				Destiny Library management system	000-2220-653-000-0000-000-105	2,002.00
					000-2220-653-000-0000-000-110	1,001.00
					000-2220-653-000-0000-000-505	1,001.00
					000-2220-653-000-0000-000-705	1,001.00
39	9	07/01/2022	8301	FRONTLINE TECHNOLOGIES GROUP LLC	Aesop Substitute Management system	5,926.53
				Aesop Substitute Management system	000-2580-653-000-0000-000-050	5,926.53
39	10	07/01/2022	8301	FRONTLINE TECHNOLOGIES GROUP LLC	Teachers Teachers Recruiting website	1,826.71
				Teachers Teachers Recruiting website	000-2580-653-000-0000-000-050	1,826.71
39	11	07/01/2022	5784	GAGGLE.NET, INC.	Email Archiving & Student Safety	17,620.00
				Email Archiving & Student Safety	000-2580-653-000-0000-000-050	17,620.00
39	12	07/01/2022	5046	GLOBAL COMPLIANCE NETWORK, INC.	Professional Development website	1,400.00
				Professional Development website	000-2213-653-000-0000-000-050	1,400.00
39	13	07/01/2022	8305	GNXCOR, INC.	Work order system	2,039.76
				Work order system	000-2580-653-000-0000-000-050	2,039.76
39	14	07/01/2022	8597	INFINITE CAMPUS, INC.	Student Information System	50,244.35
				Student Information System	000-2230-653-000-0000-000-105	12,561.09
					000-2230-653-000-0000-000-110	12,561.08
					000-2230-653-000-0000-000-505	12,561.09
					000-2230-653-000-0000-000-705	12,561.09
39	15	07/01/2022	146	MUNICIPAL ACCOUNTING SYSTEMS	Business Office software	17,406.00
				Business Office software	000-2511-653-000-0000-000-050	17,406.00
39	16	07/01/2022	8310	RAPTOR TECHNOLOGIES LLC	Visitor Management System	4,805.00
				Visitor Management System	000-2580-653-000-0000-000-050	4,805.00
39	17	07/01/2022	8656	TURNITIN LLC	Writing analysis website	2,000.00
				Writing analysis website	000-1000-653-100-4000-000-705	2,000.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 9999, Fund Codes: 39

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
39	18	07/01/2022	51266	Santander Bank, N.A.	Copier Lease Payment	44,496.34
					Copier Lease Payment	
			000-2580-733-000-0000-000-050		07/01/2022	44,496.34
39	19	07/01/2022	51345	Prosperity Bank (Webex.com)	Webex Annual Subscription	200.00
					Webex Annual Subscription	
			000-2580-653-000-0000-000-705		07/01/2022	200.00
39	20	07/01/2022	2766	CDW LLC	Veeam 1 Yr Maintenance Renewal	1,000.00
					Veeam 1 Yr Maintenance Renewal	
			000-2580-653-000-0000-000-705		07/01/2022	1,000.00
39	21	07/01/2022	47944	Amazon	Technology Supplies - Tech Manager	3,000.00
					Technology Supplies - Tech Manager	
			013-2580-653-000-0000-000-050		07/01/2022	3,000.00
39	22	07/01/2022	2766	CDW LLC	Technology Supplies - Tech Manager	3,000.00
					Technology Supplies - Tech Manager	
			013-2580-653-000-0000-000-705		07/01/2022	3,000.00
39	23	07/01/2022	2797	Synergy Datacom	Networking supplies	1,000.00
					Networking supplies	
			000-2580-653-000-0000-000-050		07/01/2022	1,000.00
39	24	07/01/2022	4478	J. L. HEIN SERVICE INC.	132 Licenses of Smart Board Software	4,000.00
					132 Licenses of Smart Board Software	
			000-2230-653-000-0000-000-105		07/01/2022	1,000.00
			000-2230-653-000-0000-000-110		07/01/2022	1,000.00
			000-2230-653-000-0000-000-505		07/01/2022	1,000.00
			000-2230-653-000-0000-000-705		07/01/2022	1,000.00
39	25	07/01/2022	5746	SHI	Microsoft Office / CAL licensing	15,000.00
					Microsoft Office / CAL licensing	
			000-2230-653-000-0000-000-105		07/01/2022	3,750.00
			000-2230-653-000-0000-000-110		07/01/2022	3,750.00
			000-2230-653-000-0000-000-505		07/01/2022	3,750.00
			000-2230-653-000-0000-000-705		07/01/2022	3,750.00
39	26	07/01/2022	8379	EMS LINQ INC	Main School Website	2,227.89
					Main School Website	
			000-2580-653-000-0000-000-705		07/01/2022	2,227.89
39	27	07/01/2022	2766	CDW LLC	Aerohive/Wireless Devices (E-Rate)	26,906.99
					Aerohive/Extreme Wireless Devices and Licenses (E-Rate) Full Price \$26,906.99, \$16,144.19 paid by E-Rate to CDWG, \$10,491.00 paid by Newcastle Schools. FRN 2299053691, Form 471# 221036289	
			000-2580-653-000-0000-000-050		07/01/2022	26,906.99
39	28	07/01/2022	2766	CDW LLC	Aerohive Network Switches (E-Rate)	23,245.50
					Aerohive/Extreme Network Switches and related components (E-Rate), Full Price \$23,245.50, \$13,947.30 paid by E-Rate to CDWG, \$9,298.20 paid by Newcastle Schools. FRN 2299055799, Form 471# 221037403	
			000-2580-653-000-0000-000-050		07/01/2022	23,245.50
39	29	07/01/2022	51553	S&P Global Ratings	Bond Rating Service	15,437.00
					Bond Rating Service	
			000-2317-310-000-0000-000-050		07/01/2022	15,437.00

Non-Payroll Total:	\$306,296.57
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Payroll Total:	\$0.00
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Balance Forward:	\$0.00
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Report Total:	\$306,296.57
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**Newcastle Public Schools
Payroll Summary
June 28th, 2022**

Monthly Payroll (6/30/2022)	\$1,308,827.12
Extra Duty Payroll (06/30/2022)	\$17,369.00



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: Tri-City Learning Academy Account #: _____ Site #: _____

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:

TCLA T-Shirt/Gear Sales

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

TCLA Connect Student Activities and Supplies
Hands-on Learning Materials

Kaisha Mathis

Sponsor Name

Kaisha Mathis
Sponsor Signature

6-22-22

Date Submitted

22-23

School Year

Shasta Jenaborn
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: Cafeteria Account #: 100 Site #: District

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:

Student and adult payments for meals and a la carte items

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

All funds transferred to general fund at the end of the year

Kristi Ferguson

Sponsor Name

Kristi Ferguson
Sponsor Signature

6/23/22

Date Submitted

2022-2023

School Year

Shasta Jacobson
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: Damage Deposit Account #: 904 Site #: District

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:

Damage deposits made by entities renting school facilities

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

Repairs needed as a result of damage caused by renters; refunds to renters; transfer of unknown monies back to the building fund

Kristi Ferguson
Sponsor Name

Kristi Ferguson
Sponsor Signature

6/23/22 2022-2023
Date Submitted School Year

Shasta Sounborn
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: NHS Racer Cheer Account Number: 813-

Revenue: *(Fundraisers, other income sources)* (Indicate Amended items with a "*")

Little Cheer Clinic (Football and Basketball) Cheer fees, catalog sales, Racer card sales, car wash, sponsor tees, clothing sales, scholarships for cheerleaders, donations, food sales, bake sales, Kendra Scott give back, firework donation, CrockStar Dinner club fundraiser, sponsor pick the date fundraiser, Sonic carhop, Dinner for percentage fundraiser, spirit items sales, booster club donations

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

Cheer camp, Tumbling fees, choreography coaching, state coaching, uniforms, shoes, poms, signs, donations, Game day registration, State Registration, cheer building expenses, cheer team clothing, celebration expenses, banquet expenses, transportation expenses, Little cheer clinic expenses, state gifts, paint, paper, game expenses, food expenses.

Stacy Wright

Sponsor Name

Stacy Wright

Sponsor Signature

Shasta Fenborn

Activity Custodian Signature

06/01/2022

Date Submitted

2022/2023

School Year

[Signature]

Principal Signature

Date Approved by Board of Education



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: NMS Racer Cheer Account Number: 813-1

Revenue: *(Fundraisers, other income sources)* (Indicate Amended items with a "**")

Cheer fees, catalog sales, Racer card sales, car wash, sponsor tees, clothing sales, scholarships for cheerleaders, donations, food sales, bake sales, Kendra Scott give back, firework donation, CrockStar Dinner club fundraiser, sponsor pick the date fundraiser, Sonic carhop, dinner for percentage fundraiser, spirit items sales, booster club donations

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

Cheer camp, Tumbling fees, choreography coaching, state coaching, uniforms, shoes, poms, signs, donations, Game day registration, State Registration, cheer building expenses, cheer team clothing, celebration expenses, banquet expenses, transportation expenses, Little cheer clinic expenses, state gifts, paint, paper, game expenses, food expenses.

Stacy Wright

Sponsor Name

06/01/2022

Date Submitted

2022/2023

School Year

Stacy Wright Breanna Thome

Sponsor Signature

[Signature]

Principal Signature

Shasta Feuerborn

Activity Custodian Signature

Date Approved by Board of Education



NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

Original
 Amended

Account Name: Athletic - Gate Account #: 802 Site #: District

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:

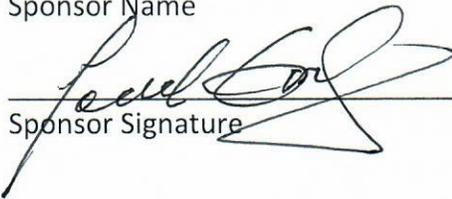
Ticket sales, all-sports passes, entry fees

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

Ticket and card printing costs, gateworkers, equipment, uniforms, athletic supplies, facility upgrades, assigners, officials, security, banquets and hospitality

Todd Goolsby

Sponsor Name



Sponsor Signature

6/27/2022

Date Submitted

2022-2023

School Year


Activity Fund Custodian Signature

Supervisor Signature if Applicable
(Principal or Athletic Director)

Chief Financial Officer Signature

Date Approved by Board of Education

MEMO

To: Newcastle Board of Education
From: Jeff Landes, CFO 
Date: June 28, 2022
Re: Transfer of Funds into Fund 86

This year, we employed NorthPoint Claims to assist the district with the claim process for the hail damage incurred in the spring of 2021. We received an initial payment from OSIG for the damages in the amount of \$3,871,997.77. I deposited the money into the building fund, and we filed for a supplemental appropriation to be able to pay NorthPoint claims for their work to date.

I did not realize at the time that instead of depositing the money into the building fund (Fund 21), we could have used another fund (Fund 86 – Casualty / Flood Insurance Recovery Fund). This would separate the insurance recovery money from the building fund and make overall building fund management much easier.

I am requesting permission from the Board to transfer the remaining balance of the insurance recovery funds (\$3,484,798.00) from Fund 11 into Fund 86 prior to fiscal year end.

Fund 86 will remain in the bank account with the other governmental funds, and will be used solely to expend money for the hail damage repairs. It will be treated as a capital account like our bond funds, not as an appropriated account.



EMPLOYMENT SCHEDULE "A"

June 28th, 2022

EMPLOYMENT				
Last Name	First Name	New / Replacement	Site / Assignment	Effective
		Replacement	ECC / Teacher	8/2/2022
		Replacement	ECC / Teacher	8/2/2022
		New	TCLA / Student Family Services Coordinator	8/2/2022
		Replacement	MS / Teacher	8/2/2022
		Replacement	ES / Teacher Assistant	8/2/2022
		Replacement	ES / Teacher	8/2/2022
		Replacement	ES / Teacher	8/2/2022
		Replacement	ES / Teacher	8/2/2022
		Replacement	ES / Teacher	8/2/2022
		Replacement	MS / Teacher	8/2/2022
		Replacement	ECC / Teacher	8/2/2022
HOURLY EMPLOYEES				
Last Name	First Name		Site	Effective
REASSIGNMENTS				
Last Name	First Name	Prior Assignment	New Assignment	Effective
RESIGNATIONS				
Last Name	First Name	Assignment	Site	Effective
Hahn	Mandi	Teacher	MS	5/26/2022
Hamilton	Connie	Teacher	ECC	5/26/2022
Landes	Jeff	CFO / COO / Treasurer	District	6/30/2022
Russell	Amanda	Teacher	ES	5/26/2022
Sarrett	Christy	Custodian	District	6/30/2022
EXTRA DUTY / STIPENDS / LAY COACHES				
Last Name	First Name	Assignment	Site	Effective
RESCINDED EMPLOYMENT / TERMINATIONS				
Last Name	First Name	Assignment	Site	Effective