Newcastle Board of Education Special Meeting
July 28, 2020 6:00 PM
Administrative Office Board Room
101 North Main
Newcastle, OK 73065

1. Call to Order and Roll Call of Members.
2. Oath of Office - John Maker
3. Action to reorganize the Board Positions, Including Legislative Liaison and NEF Representative:
    - President
    - Vice-President
    - Clerk
    - Deputy Clerk
    - Member
    - Legislative Liaison
    - NEF Representative
4. Discussion and possible action on the Consent Agenda:
    A. Agenda of Regular Meeting of July 28, 2020
    B. Minutes of Regular Meeting of June 30, 2020
    C. Newcastle Public School Substitute Handbook
5. Public Input
6. Superintendent and Staff Updates: Ready, Set, Go! Plan and proposed updates
7. Board Reports
8. Discussion and possible action regarding Modification to Ready, Set, Go Plan
9. Discussion and possible action regarding Contract Consent Agenda
    A. FY21 Buy Board Contract
    B. FY21 First National Bank and Trust Cash Management Agreement
    C. FY21 Hiland Milk Contract
    D. FY21 Kone Elevator Service Contract
    E. FY21 OSSBA Employment Services Agreement
    F. FY21 US Foods Campus Smart Agreement
    G. FY21 Zenith Workers Comp Insurance
    H. FY21 Newcastle RacerCard Contract
10. Discussion and possible action regarding Extra Duty Payroll
11. Discussion and possible action regarding Purpose of Activity Accounts
12. Discussion and possible action to approve the 2020-2021 appointments:
    - Activity Fund Custodian: Jimmie Holman
    - Child Nutrition, Authorized Representative: Jeff Landes
    - Encumbrance Clerk: Lynda Chmil
    - Federal Programs, Authorized Representative: Kristi Ferguson
    - Federal Program signers: Kristi Ferguson and Jeff Landes

- Minutes Clerk: Darla Allen
- Minutes Clerk, Deputy: Jimmie Holman
- Purchasing Agents: Melonie Hau; Jeff Landes up to and including $5,000.00
- Title VI (Indian Education) Coordinator: Kristi Ferguson
- Title IX, Co-Coordinator: Chris McKenzie
- Title IX, Co-Coordinator: Stacey Gray
- Treasurer: Jeff Landes
- Treasurer, Assistant: Jimmie Holman

13. Discussion and possible action regarding Newcastle School District Policy EL-R2 Virtual Policy
14. Discussion and possible action regarding Emergency Transfers.
15. New Business
16. 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; and to discuss superintendent's evaluation; pursuant to 25 O.S. Section 307 (B)(1)
17. Vote to convene or not to convene in executive session
18. Return to Open Session
19. Discussion and possible action to approve 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,
20. Adjournment

This agenda was posted on the front door of the Administration Building at _____pm, on _____, 2020, by Darla Allen

Section 66. Oath of Office. 70 O.S. §5-116

Each member of the board of education and the treasurer and assistant treasurer of a school district shall take and subscribe to the following oath:

"I, **John Maker**, hereby declare under oath that I will faithfully perform the duties of **School Board Member** of **Newcastle Public Schools** to the best of my ability and that I will faithfully discharge all of the duties pertaining to said office and obey the Constitution and laws of the United States and Oklahoma."

Section 742. Cumulative Oath. (51-36.2A)

I do solemnly swear (or affirm) that I will support the Constitution and the laws of the United States of America and the Constitution and the laws of the State of Oklahoma, and that I will faithfully discharge, according to the best of my ability, the duties of my office or employment during such time as I am a **School Board Member** of the **Newcastle School District**, McClain County, Oklahoma.

_____

Affiant

Subscribed and sworn to before me this 12th day of March, 2020.

_____

Board Clerk, Notary Public, or other officer authorized to administer oaths or affirmations.

Newcastle Board of Education Regular Meeting
June 30, 2020 6:00 PM
Administrative Office Board Room
101 North Main
Newcastle, OK 73065

Attendance Taken at 6:02 PM. Ms. Valory Dalton: Present, Mr. Jeff Dingee: Present, Tiffany Elcyzyn: Present, Mr. Gary Knowles: Present, Mr. John Maker: Absent.

1. Call to Order and Roll Call of Members.

2. Discussion and possible action on the Consent Agenda:

Motion to approve consent agenda with correction of 2B and 2D as listed, passed with a motion by Mr. Jeff Dingee and a second by Tiffany Elcyzyn.
Mr. John Maker: Absent, Tiffany Elcyzyn: Yea, Mr. Jeff Dingee: Yea, Ms. Valory Dalton: Yea, Mr. Gary Knowles: Yea
Yea: 4, Nay: 0, Absent: 1

A. Agenda of Regular Meeting of June 30, 2020

B. Minutes of Special Meeting of June 17, 2020
Ms. Dalton was in attendance physically.

C. Minutes of Regular Meeting of June 9, 2020

D. Newcastle High School 2020-2021 Handbook
Graduation date has changed to May 17, 2021.

3. Public Input
No Public Input.

4. Superintendent and Staff Updates:
Ms. Hau presented the Ready, Set, Go Plan, as well as the possible calendar revisions.

5. Board Reports
Mr. Dingee's unit is being called up this fall and he wanted to let the board know. The board congratulated Ms. Hau on one year and very proud of her work, leadership and transparency, along with her team members.

6. Discussion and possible action regarding return to school plan

Motion to approve the Ready Set Go Plan, subject to change as needed passed with a motion by Mr. Jeff Dingee and a second by Ms. Valory Dalton.
Mr. John Maker: Absent, Tiffany Elcyzyn: Yea, Mr. Jeff Dingee: Yea, Ms. Valory Dalton: Yea, Mr. Gary Knowles: Yea
Yea: 4, Nay: 0, Absent: 1

7. Discussion and possible action regarding the revised FY21 Newcastle School Calendar

Motion to approve the Revised FY21 School Calendar passed with a motion by Mr. Jeff Dingee and a second by Ms. Valory Dalton.

Mr. John Maker: Absent, Tiffany Elcyzyn: Yea, Mr. Jeff Dingee: Yea, Ms. Valory Dalton: Yea, Mr. Gary Knowles: Yea
Yea: 4, Nay: 0, Absent: 1

8. Discussion and possible action regarding Financial Consent Agenda

Motion to approve the Financial Consent Agenda 8A-8G passed with a motion by Mr. Jeff Dingee and a second by Tiffany Elcyzyn.
Mr. John Maker: Absent, Tiffany Elcyzyn: Yea, Mr. Jeff Dingee: Yea, Ms. Valory Dalton: Yea, Mr. Gary Knowles: Yea
Yea: 4, Nay: 0, Absent: 1

A. FY 20 General Fund 11 Encumbrances and Change Orders

B. FY21 General Fund 11 Encumbrances and Change Orders

C. FY 20 Building Fund 21 Encumbrances and Change Orders

D. FY21 Building Fund 21 Encumbrances and Change Orders

E. FY21 Bond Fund 39 Encumbrances and Change Orders

F. Monthly payroll and extra duty disbursement

G. Purpose of Activity Fund Accounts

9. Discussion and possible action regarding the Contract Consent Agenda

Motion to approve the Contract Consent Agenda 9A-9F as exhibited passed with a motion by Tiffany Elcyzyn and a second by Mr. Jeff Dingee.
Mr. John Maker: Absent, Tiffany Elcyzyn: Yea, Mr. Jeff Dingee: Yea, Ms. Valory Dalton: Yea, Mr. Gary Knowles: Yea
Yea: 4, Nay: 0, Absent: 1

A. FY21 Red Road Counseling MOU

B. FY21 Nikki Keck - Vision Services

C. FY21 MAS Data Services Agreement

D. FY21 OSIG Resolution

E. FY21 Frontline Family Solutions Memorandum of Understanding

F. FY21 School Resource Officer Mutual Cooperation Agreement

10. Discussion and possible action to approve FY21 contract with OSIG for Property & Liability coverage with change in deductibles.

Motion to approve FY21 contract with OSIG for Property & Liability coverage with change in deductibles passed with a motion by Ms. Valory Dalton and a second by Mr. Jeff Dingee.
Mr. John Maker: Absent, Tiffany Elcyzyn: Yea, Mr. Jeff Dingee: Yea, Ms. Valory Dalton: Yea, Mr. Gary Knowles: Yea
Yea: 4, Nay: 0, Absent: 1

11. Discussion and possible action to hire Rosenstein, Fist and Ringold as the District's Legal Counsel

Motion to hire Rosenstein, Fist and Ringold as the District's Legal Counsel passed with a motion by Tiffany Elcyzyn and a second by Ms. Valory Dalton.
Mr. John Maker: Absent, Tiffany Elcyzyn: Yea, Mr. Jeff Dingee: Yea, Ms. Valory Dalton: Yea, Mr. Gary Knowles: Yea
Yea: 4, Nay: 0, Absent: 1

12. Discussion and possible action regarding Newcastle District Policy BC
Motion to approve revision of Newcastle District Policy BC passed with a motion by Mr. Jeff Dingee and a second by Tiffany Elcyzyn.
Mr. John Maker: Absent, Tiffany Elcyzyn: Yea, Mr. Jeff Dingee: Yea, Ms. Valory Dalton: Yea, Mr. Gary Knowles: Yea
Yea: 4, Nay: 0, Absent: 1

13. New Business
No new business

14. 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 and Schedule B; pursuant to 25 O.S. Section 307 (B)(1).

15. Vote to convene or not to convene in executive session
Motion to convene in Executive Session at 7:28pm passed with a motion by Ms. Valory Dalton and a second by Mr. Jeff Dingee.
Mr. John Maker: Absent, Tiffany Elcyzyn: Yea, Mr. Jeff Dingee: Yea, Ms. Valory Dalton: Yea, Mr. Gary Knowles: Yea
Yea: 4, Nay: 0, Absent: 1

16. Return to Open Session.
Returned to Open Session at 8:02pm. Gary Knowles, Valory Dalton, Jeff Dingee, Tiffany Elcyzyn and Melonie Hau were in attendance and no votes were taken.

17. Discussion and possible action to approve 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 Schedule B.
Motion to approve Schedule A and Schedule B as attached passed with a motion by Tiffany Elcyzyn and a second by Ms. Valory Dalton.
Mr. John Maker: Absent, Tiffany Elcyzyn: Yea, Mr. Jeff Dingee: Yea, Ms. Valory Dalton: Yea, Mr. Gary Knowles: Yea
Yea: 4, Nay: 0, Absent: 1

18. Adjournment
Motion to adjourn at 8:04pm passed with a motion by Mr. Jeff Dingee and a second by Ms. Valory Dalton.
Mr. John Maker: Absent, Tiffany Elcyzyn: Yea, Mr. Jeff Dingee: Yea, Ms. Valory Dalton: Yea, Mr. Gary Knowles: Yea
Yea: 4, Nay: 0, Absent: 1

President

Vice President

Clerk

Deputy Clerk

Member

SUBSTITUTE TEACHER HANDBOOK

Early Childhood Center, 251 NE 2nd St , 405 387-6200

Elementary School, 400 NW 10th St, 405 387-5188

Middle School, 611 E Fox Ln, 405 387-3139

High School, 100 N. Main, 405 387-4304

Table of Contents

Newcastle Public Schools 2020-2021

IMPORTANT DATES: ⬡

TBD	Open House, PK-8th grade
TBD	Open House, 6th-12th grade
Aug 12	FIRST DAY OF CLASS
Oct 1	Parent Teacher Conference/ Virtual Day
Feb 4	Parent Teacher Conference/ Virtual Day
May 26	LAST DAY OF CLASS

PROFESSIONAL DEVELOPMENT DAYS

August 3,4,5,6,10,11 (No students) 🟨
May 27 (No students) 🟨

BREAKS: 🟥

Sept 7	Labor Day
Oct 15	Fall Break
Nov 23-26	Thanksgiving
Dec 21-31	Christmas
Jan 18	Martin Luther King, Jr.
Feb 15	Presidents' Day
Mar 15-18	Spring Break

STUDENT DAYS:

Students Do Not Attend School on Fridays

1st Nine Weeks: Aug 12 - Oct 14
37 Days (A=11, S=17, O=8+1)
2nd Nine Weeks: Oct 19 - Dec 17
32 Days (O=8, N=13, D=11)
3rd Nine Weeks: Jan 4 - Mar 11
39 Days (J=15, F=15+1, M=8)
4th Nine Weeks: Mar 22 - May 26
39 Days (M=7, A=17, M=15)

Total Student Days = 147
Professional Days = 7
Teacher Contract Days = 154

Virtual Days

September 3 ⬜	February 4 ⬜
October 1 ⬜	March 4 ⬜
November 5 ⬜	April 1 ⬜

July 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	⬡12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				⬡1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	⬡4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021

Sun	Mo	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	⬡26	27	28	29
30	31					

June 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Newcastle Public Schools Payroll Calendar

Substitute Payroll Processing Calendar for FY 2020

August 1, 2020 through July 30, 2021

Payroll Month	Pay Date
August 2020	09/18
September 2020	10/15
October 2020	11/12
November 2020	12/8
December 2020	1/21
January 2021	2/11
February 2021	3/11
March 2021	3/15
April 2021	5/13
May 2021	6/10

Substitute Teacher Code of Ethics

The substitute teacher's role is essential to the success of the educational program. Only through the services of the substitute teacher can learning continue when the regularly assigned teacher is not present in the classroom. The substitute teacher functions in the same manner as the regular teacher; therefore, it is important that he/she meet the Newcastle Public Schools substitute requirements. As such, it is imperative that the substitute teacher practice the following code of ethics:

- Act in a professional manner at all times during your assignment.
- Treat the students with respect and dignity.
- Maintain the lesson plan of the regular teacher.
- Dress appropriately for a professional position.
- Dress for all kinds of weather as you may have duty outside.
- Do not knowingly make false or malicious statements about persons in the profession.
- Do not disclose information about students obtained in the course of professional. services, unless disclosure serves a compelling purpose or is required by law.
- Do not intentionally expose the students to embarrassment.
- Do not verbalize comparisons of teachers or teachers' procedures.
- If you have students in the district, we prefer that you do not accept a job in your own student's classroom.

Job Requirements

- Report to the building principal or school secretary upon arrival at the school.
- Review lesson plans and schedules to be followed during the teaching day.
- Maintain the established routines and procedures of the school and classroom to which you are assigned.
- Teach the lesson outlined and described in the teacher's lesson plans.
- Consult with the building principal or site designee before initiating any teacher or other procedures not specified in the teacher's lesson plan.
- Assume responsibility for overseeing student behavior in class and during lunch periods.
- Leave a report of the work covered and add any special situations or comments for the regular teacher.
- Follow all policies, rules, and procedures which good teaching practice dictates.
- Supervise students at all times.

Policies & Procedures

Arrival Time

Be prepared and ready in the assigned classroom before the school start time.

Site Starting and Ending Times

Early Childhood Center: 7:50 to 3:30

Elementary: 8:00-3:40

Middle School: 7:40-3:25

High School: 7:40-3:25

Report to the site's main office upon arrival. Ask for special instructions such as extra duties and changes in the schedule, instructional materials, and any changes planned that will affect the usual procedure for the day.

Departure Time

Substitutes are required to stay on campus during planning periods and may be assigned another class to supervise. Substitutes can leave when at the site's dismissal time.

Before leaving:

- Stop by the office and return badge/keys and ensure your day has been reconciled.
- Return any supplies that belong to the office.
- Inform a site administrator or designee of any unusual incidents which occurred during the day, especially those which may require a conference with either students or parents.
- Ask the site secretary if your services will be needed the next day.

Cancellation of an Accepted Assignment

If you have an emergency and must cancel BEFORE 6:00 a.m. on the day of the assignment, the job should be canceled in Frontline. If you must cancel AFTER 6:00 a.m. on the day of the assignment, call the school's main number and leave a message informing the site that you will be declining the job.

Cell Phone Usage

Cell phone usage, including calls, texting, or Internet usage is prohibited during times of student instruction or supervision.

Class Coverage

The principal supervises all persons in the building and is responsible for in-building assignments. Occasionally, it will be necessary for the principal to assign substitutes to classes other than those for which they are called. This is most likely to happen when there are not enough substitutes available for every absent teacher. If this is the case, the principal or site designee will determine the classes to be covered by full-time staff as well as the class(es) to be covered by the substitute. If such a change of assignments does occur, substitutes are expected to accept the new assignment. Substitutes are expected to cover classes during their assigned teacher's planning periods and to perform any other duties regularly assigned to classroom teachers as determined by the principal. Please note, substitutes are not eligible for extra duty pay for covering classes or accepting additional students.

Classroom Management

Good classroom management techniques require that the teacher, whether regular or substitute, demonstrates the same courtesy and respect toward the student as he/she expects from them. If you are prepared for the class, are friendly to the students and assume a positive leadership role, your chances of success in any class are greatly enhanced.

Student Discipline

Please refer to the site Student Handbook for the Student Code of Conduct. They can also be found on our website at www.newcastle.k12.ok.us. If you experience major difficulties with classroom behavior, notify a site administrator or designee immediately.

Under no circumstance is corporal punishment allowed. The use of sarcasm, ridicule or other techniques as an attempt to control student behavior is not acceptable.

Dismissal

Substitutes are contracted on an as needed basis by the District and any agreement for this temporary employment is not subject to any continuing employment contract provision and may be discontinued at any time without cause at the will of the District. An occurrence of the following behaviors may result in immediate removal from the Active Substitute List. This list is not exhaustive and other conduct/behavior may also result in immediate removal.

- Endangering students by leaving them unattended for inappropriate amounts of time or by falling asleep in the classroom.
- Making sexually or racially inappropriate oral/written comments or displaying inappropriate graphic or physical conduct, or subjecting students to racial or sexual harassment.
- Using alcohol or unlawful drugs on school premises.
- Insubordination.
- Violation of district school rules and/or Board policy.
- Refusal to follow instructions and or lesson plans left by the classroom teacher or if you are out of compliance with the substitute teacher handbook.

Upon removal from the Active Substitute list, the substitute teacher in question will be notified by the site administrator of such removal in a timely fashion. If a complaint/concern is less serious, the substitute may be asked to come in for a conference. At this conference, the nature of the complaint will be discussed and appropriate action will be taken. An individual school can request that a substitute teacher be restricted from substituting at that school.

Depending on the circumstances and the nature of the reason for the restriction, the substitute may or may not be notified of the restriction. After the second exclusion from a school, the substitute is subject to being removed from the Active Substitute List. Upon removal from the Active Substitute List, the substitute teacher in question will be notified of such removal in a timely fashion. Any objections or appeals will be directed to the Superintendent's Office.

Dress Code (Recommended Attire)

Substitute teachers are expected to maintain a professional image in personal appearance and attire. One of the best means of teaching is to set a good example for students to observe. Appropriate attire and acceptable appearance correlate with your success as a professional replacement for the teacher to whom you are assigned. Be neat and conservative in your manner and dress.

Certain articles of clothing are considered inappropriate at any time. They include but are not limited to the following:

- Clothing with rips, holes, or tears
- Tank tops, muscle shirts
- Clothing which bares the back, midriffs, shoulders
- Clothing representing illegal activities, drugs, alcohol, gangs, violence
- Clothing with profane language, obscenities, or ethnic language

Frontline Management

Job openings are posted using the Frontline Management System (formerly AESOP). Approved substitutes will be given a username and password to access the system. Substitutes are encouraged to accept/reject or cancel assignments using the online system.

Lunch Responsibilities

At lunch time be sure to check with the site office before you plan to go out for lunch to ensure that you have no lunch duties. You may eat in the school cafeteria or any other area designated for the teachers to eat.

Non-Eligible Employee Benefits

Substitutes, either certified or non-certified are not eligible for employee benefits such as sick leave, paid holidays, professional leave, retirement or group insurance.

Planning Period

Substitutes should not leave the building during a planning period even if you were assigned a classroom with a first or last hour planning period. During this time, check with the building secretary to see if he/she has other duties or classes in which he/she need assistance.

Tips for Getting the Day Started

- Examine lesson plans left by the classroom teacher.
- Introduce yourself to teachers in nearby classrooms.
- Secure the materials and equipment necessary for the plans.
- Consult the seating chart.
- Greet the students at the door when they arrive.
- Be sensitive to the environment of the class if special situations exist.
- Be prepared to assume all responsibilities of the classroom teacher, including special duties.
- Familiarize yourself with the daily schedule.
- Be ready to initiate the first activity or assignment as soon as the class begins.
- Check for fire drill, tornado and other safety related instructions.
- Keep notes, bulletins, and other communications for the regular classroom teacher.
- Turn in the attendance sheet by the end of the day to the site attendance secretary.

Classroom Procedures

- Keep a dated list of student attendance.
- Keep the seating arrangement of any other part of the room organization except for temporary grouping of pupils for instruction or group work.
- Follow the lesson plans of the regular teacher. Nothing should be substituted from the lessons left by the teacher without the consent of a site administrator. Supplemental activities should not replace the teacher's plans, but they may be used if the substitute has completed the day's assignments or has discussed changes in the lesson plan with a site administrator.
- Plan to spend the entire time working with students. Always keep all students assigned to you under supervision.
- Remain in the classroom anytime students are present.
- Supervision of the halls is the responsibility of all teachers, especially when students are coming into the building or leaving the building at passing time.
- Remain in the classroom until all your students are dismissed and any assigned duties have been completed. The classroom and desk should be left in good order. Close the windows, put up books, etc.
- In the event of a student accident or health problem, the principal is to be notified immediately.
- Be respectful of the teacher's materials and property.
- Under no circumstances are substitutes permitted to excuse students to leave school. Students in this situation must first be sent to the office.
- The office must be notified before student(s) are sent there for any reason.
- Report accidents involving any student in your care to a site administrator.
- Keeping students after school hours is not allowed.
- Sending correspondence home to parents is not allowed.

Pay Rates and Substitute Types

Non-Certified Substitute

Requirements:

- High School Diploma or GED
- Completed the following training modules: Blood Borne Pathogens, Hazard Communications, Child Abuse and attend Substitute Workshop.
- Oklahoma State Department of Education Background and Fingerprint documentation on file to be paid for by the Substitute.

Rate of Pay:

$58 per day
$8 per hour
Day=7.25 hours
Work Year Limits:
Can only work a total of 145 days in the district per school year.

Oklahoma Certified Substitute

Requirements:

- Bachelor's Degree or higher
- Valid copy of the current Oklahoma teaching certificate on file
- Completed the following training modules: Blood Borne Pathogens, Hazard Communications, Child Abuse and attend Substitute Workshop.
- Oklahoma State Department of Education Background and Fingerprint documentation on file to be paid for by the Substitute.

Rate of Pay:

$65.25 per day
$9 per hour
Day=7.25 hours

Work Year Limits:
Can only work a total of 145 days in the district per school year.

Clerical Substitute

Type of Clerical Sub	Number of Hours	Hourly Rate
Paraprofessional/Teacher Assistant	7.5 hours per day	$8.00/hour
Office Staff	Varies by Site	$8.00/hour

NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement**. The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.

2. **Term**. The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.

3. **Termination.**

   (a) **By the Cooperative Member**. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
   a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
   b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
   c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
   d) All requirements—local or state–for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

    THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
    (a) Neither party waives any immunity from liability afforded under law;

(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
(c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
(d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: _____ Date: _____
Director, Member & Leadership Services
National School Boards Association
On behalf of the National Purchasing Cooperative

TO BE COMPLETED BY COOPERATIVE MEMBER:
[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

_____
(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

_____
Printed name and title of authorized representative

Coordinator for the
Cooperative Member is: _____
Name

_____
Title

_____
Mailing Address

_____
City

_____
State Zip Code

_____
Telephone

_____
Fax

_____
Email

The First National Bank & Trust Co.

1308 N Main Street, Newcastle OK 73065
(405) 387-4455 • Fax (405) 574-3730
• www.bankfnbt.com

Cash Management Agreement
June 19, 2020

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 2020-2021 approved by the Newcastle School Board. The Interest rate will be 2.50% per annum. We anticipate this short term funding solution will be resolved by February 15, 2021.

Acknowledged and Agreed to by:

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

Sherri Garrard, Sr Vice President

Newcastle Public Schools
101 N Main St
Newcastle, OK 73065

Board President Date

Board Clerk Date

Hiland DAIRY FOODS

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

July 9, 2020

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 2020-2021 school year.

This is an escalading/de-escalading 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,

Craig Sanders
District Sales Manager

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

The pricing quoted is based on **July's 2020** 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: July 9, 2020

Hiland Dairy Foods Co., LLC

Rick Beaman

Rick Beaman
General Sales Manager

NONKICKBACK AFFIDAVIT FORM

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

The undersigned (architect, contractor, supplier, or engineer), of lawful age, being first duly sworn, on oath says that this contract (purchase order) is true and correct. Affiant further states that the (work, services, or materials) will be (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states that he or she has made no payment, directly or indirectly, to any elected official, officer, or employee of the SFA or technology center SFA, of money or any other thing of value to obtain or procure the contract or purchase order.

(Contractor, Supplier, Engineer, or Architect)

Hiland Dairy Foods, LLC.
Vendor/Company Name

Attested to before me this 9th day of July, 2020.

KAMI LINDSEY NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA #12011208 · November 28, 2020

Notary Public (or Clerk or Judge)

My Commission Expires: **11/28/2020**

Newcastle Public Schools

Paulla Bowden
Child Nutrition Program Manager

101 North Main
Newcastle, OK 73065
(405) 387-6468 office
pbowden@newcastle.k12.ok.us

June 22, 2019

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 6, 2020 through May 25, 2021.

All bidders wishing to respond to this bid period must do so by **5:00 PM, July 16, 2020 Via email.** Please submit your bid on company letterhead.

Responses will be evaluated based on the following criteria:

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

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

Nutrition 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, of the bid you submit. If all criteria contained within this document are met, successful bidders will be considered.

Bids will be awarded on July 20,2020, 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 4 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 FRIDAYS.

1. Will bidder provide milk coolers for each site? (Yes) No If needed - Need notice to order
2. Is bidder able to deliver milk before 6:30 AM? (Yes) No With keys to each location
3. Delivery schedule options: Once per week (Twice per week)

SPECIFICATIONS

Item	Product Specification	Est. Quantity Per Week	Unit Price	Comments
1% milk	Half pint	500	.3148	
1% chocolate milk	Half pint	2800	.3158	
1% strawberry milk	Half pint	700	.3158	

Lowfat Milk—1% Milkfat

Grade A • Pasteurized • Homogenized
Vitamin A & D Added
1/2 Pint (8 oz.)

Nutrition Facts

Serving Size 8 fl. oz. (240mL)
Servings Per Container 1

Amount Per Serving	
Calories 100	Calories from Fat 20

	% Daily Value*
Total Fat 2.5g	**4%**
Saturated Fat 1.5g	**8%**
Trans Fat 0g	
Cholesterol 15mg	**5%**
Sodium 120mg	**5%**
Total Carbohydrate 11g	**4%**
Dietary Fiber 0g	**0%**
Sugars 11g	
Protein 8g	**16%**

Vitamin A 10%	•	Vitamin C 2%	
Calcium 30%	• Iron 0%	• Vitamin D 25%	

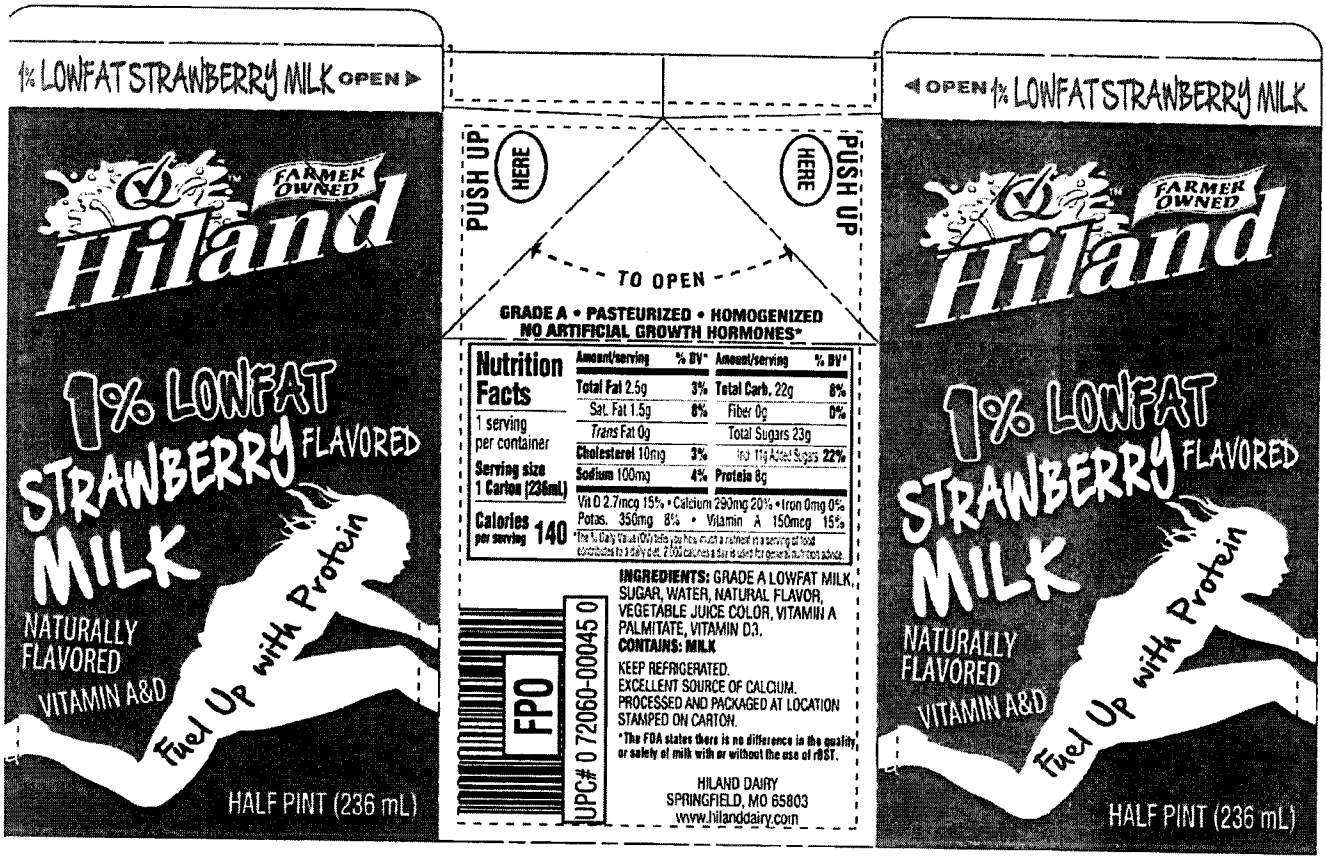
* Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your caloric needs:

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g
Protein		50g	65g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Ingredients:
Grade A lowfat milk, vitamin A palmitate and vitamin D_3.


1% LOWFAT CHOCOLATE MILK OPEN
FARMER OWNED
Hiland
1% LOWFAT
CHOCOLATE MILK
Fuel Up with Protein
NATURALLY FLAVORED
VITAMIN A&D
HALF PINT (236 mL)
PUSH UP HERE
TO OPEN
PUSH UP HERE
GRADE A • PASTEURIZED • HOMOGENIZED
NO ARTIFICIAL GROWTH HORMONES*
Nutrition Facts
1 serving per container
Serving size 1 Carton (236mL)
Calories per serving 130
Amount/serving % DV* Amount/serving % DV*
Total Fat 2.5g 3% Total Carb. 19g 7%
Sat. Fat 1.5g 8% Fiber 0g 0%
Trans Fat 0g Total Sugars 18g
Cholesterol 10mg 3% Incl. 6g Added Sugars 12%
Sodium 130mg 6% Protein 8g
Vit D 2.5mcg 15% • Calcium 298mg 25% • Iron 0mg 0%
Potas. 370mg 8% • Vitamin A 150mcg 15%
*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.
INGREDIENTS: GRADE A LOWFAT MILK, SUGAR, CORN STARCH, COCOA (PROCESSED WITH ALKALI), NATURAL FLAVOR, CARRAGEENAN, SALT, VITAMIN A PALMITATE, VITAMIN D3.
CONTAINS: MILK
KEEP REFRIGERATED.
EXCELLENT SOURCE OF CALCIUM.
PROCESSED AND PACKAGED AT LOCATION STAMPED ON CARTON.
*The FDA states there is no difference in the quality or safety of milk with or without the use of rBST.
FPO
UPC #72060-00156-3
HILAND DAIRY
SPRINGFIELD, MO 65803
www.hilanddairy.com
OPEN 1% LOWFAT CHOCOLATE MILK
FARMER OWNED
Hiland
1% LOWFAT
CHOCOLATE MILK
Fuel Up with Protein
NATURALLY FLAVORED
VITAMIN A&D
HALF PINT (236 mL)


1% LOWFAT STRAWBERRY MILK OPEN ▶
FARMER OWNED
Hiland
1% LOWFAT
STRAWBERRY FLAVORED
MILK
NATURALLY FLAVORED
VITAMIN A&D
Fuel Up with Protein
HALF PINT (236 mL)
PUSH UP HERE
TO OPEN
PUSH UP HERE
GRADE A • PASTEURIZED • HOMOGENIZED
NO ARTIFICIAL GROWTH HORMONES*
Nutrition Facts
1 serving per container
Serving size 1 Carton (236mL)
Calories per serving 140
Amount/serving % DV* Amount/serving % DV*
Total Fat 2.5g 3% Total Carb. 22g 8%
Sat. Fat 1.5g 8% Fiber 0g 0%
Trans Fat 0g Total Sugars 23g
Cholesterol 10mg 3% Incl 11g Added Sugars 22%
Sodium 100mg 4% Protein 8g
Vit D 2.7mcg 15% • Calcium 290mg 20% • Iron 0mg 0%
Potas. 350mg 8% • Vitamin A 150mcg 15%
*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.
FPO
UPC# 0 72060-00045 0
INGREDIENTS: GRADE A LOWFAT MILK, SUGAR, WATER, NATURAL FLAVOR, VEGETABLE JUICE COLOR, VITAMIN A PALMITATE, VITAMIN D3.
CONTAINS: MILK
KEEP REFRIGERATED.
EXCELLENT SOURCE OF CALCIUM.
PROCESSED AND PACKAGED AT LOCATION STAMPED ON CARTON.
*The FDA states there is no difference in the quality or safety of milk with or without the use of rBST.
HILAND DAIRY
SPRINGFIELD, MO 65803
www.hilanddairy.com
◀ OPEN 1% LOWFAT STRAWBERRY MILK
FARMER OWNED
Hiland
1% LOWFAT
STRAWBERRY FLAVORED
MILK
NATURALLY FLAVORED
VITAMIN A&D
Fuel Up with Protein
HALF PINT (236 mL)

Dedicated to People Flow™

June 9, 2020
Newcastle PS - 2020-2021
101 N MAIN ST
Newcastle, Oklahoma, 73065

KONE
Oklahoma City
3701 Southwest 29th Street
Oklahoma City, Oklahoma
Phone: 4059241137
Fax:
jason.barry@kone.com

Attn: Jeff Landes

Re: KONE Care™ Maintenance Agreement
Newcastle PS - 2020-2021

Dear Jeff Landes,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Newcastle PS - 2020-2021.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services with IBM Watson. Please let me know if you would like to learn more about this service.

Upon your approval, please sign and return two (2) copies of the KONE Care Maintenance Agreement to our local branch office. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 4059241137.

Respectfully,

Jason Barry
Sr. Sales Consultant - Service
KONE

Purchaser ("Purchaser"):	Service Location ("Premises"):	KONE Inc. ("KONE")
NEWCASTLE PUBLIC SCHOOLS 101 N MAIN ST NEWCASTLE, Oklahoma 73065-4104	Newcastle PS - 2020-2021 101 N MAIN ST Newcastle, Oklahoma 73065	Oklahoma City 3701 Southwest 29th Street Oklahoma City, Oklahoma 73119

TENDER DATE: 06/09/2020 **EFFECTIVE DATE:** 07/01/2020

SCOPE OF SERVICES

1. **EQUIPMENT DESCRIPTION ("Equipment")**

Manufacturer	Type	Sub-Type	Name
Other	Other	Wheelchair Lift	HS Auditorium
KONE	Elevator	MRL	Fieldhouse

2. **SERVICES**

Customized Preventative Maintenance - (Fieldhouse;)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. **MRL Elevators**
   1. **Relay Logic Control System**
      All control system components.
   2. **Microprocessor Control System**
      All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
   3. **Gearless Machines Components**
      All MRL machine components.
   4. **Hoistway and Pit Equipment**
      All elevator control equipment and buffers.
   5. **Rails and Guides**
      Guide rails, guide shoe gibs, and rollers
   6. **Ropes**
      Hoist ropes, governor ropes, and compensation ropes.
   7. **Wiring**
      All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
   8. **Door Equipment**
      Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
   9. **Manual Freight Door Equipment**
      Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
   10. **Power Freight Door Equipment**
      Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
   11. **Signals and Accessories**
      Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. **Car Equipment**
    All elevator control system components on the car.

Examination and Lubrication - (HS Auditorium;)

KONE will provide the labor to perform maintenance visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

3. **TESTING**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. **SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

Regular Time Coverage - (Fieldhouse;)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

6. **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. **EXCLUSIONS**

The following are excluded from the scope of services:

A. **GENERAL**

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. **OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. **ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. **REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. **SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. **NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. **THIRD PARTY SERVICES**

A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERMS AND CONDITIONS

1. **TERM AND TERMINATION**

   A. This Agreement will commence on the effective date and continue for an initial period of ONE (1) year and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of ONE (1) year. Either party may terminate this Agreement at the end of the initial ONE (1) year term or at the end of any subsequent ONE (1) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
   B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
   C. Upon termination of the of the Agreement, a $500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

2. **CANCELLATION**

   If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

3. **ASSIGNMENT**

   Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. **PRICE ADJUSTMENTS**

   If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. **PAYMENT TERMS**

   Payment is due net ten (10) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

   KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

6. **SUSPENSION OF SERVICE**

   If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. **TAXES**

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

8. **INSURANCE AND INDEMNIFICATION**

KONE will provide its standard certificate of insurance.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

9. **LIMITATION OF LIABILITY**

A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. **U.S. GOVERNMENT SALES**

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. **FORCE MAJEURE**

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

12. **VENUE**

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

13. **PROPERTY RIGHTS**

A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. **MISCELLANEOUS**

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

PRICE

$367.61 per month payable by Purchaser annually in advance ($4,411.32 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	$367.61 per month	
Semi-Annual in advance payment	3% Increase	$378.64 per month	
Quarterly in advance payment	6% Increase	$389.67 per month	
Monthly in advance payment	8% Increase	$397.02 per month	

NEWCASTLE PUBLIC SCHOOLS

.....
(Signature of Authorized Representative)

.....
(Print Name)

.....
Title

.....
Date

Respectfully submitted,

Jason Barry

KONE Inc.

.....
(Approved by) Authorized Representative

.....
Title

.....
Date

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. **Fieldhouse**
   CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
   CAT5 Traction Test 60 Mo - A five (5) full load test as required by applicable code.
   QEI Inspection Fees - QEI Inspection service and administration fees to coordinate a third party Qualified Elevator Inspector is present when required for annual testing of equipment. This does not include testing requirements due to repair or replacement of any components required by local jurisdictions to have additional testing or certification by Inspection.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below are included with this service agreement. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

   A. **KONE Care - Emergency Phone Monitoring**
   KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

   Customer shall:
   1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
   2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
   3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

3. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
Fieldhouse	20320054		X	

Service	Price / Month
Kone Care Emergency Phone Monitoring	0.00
KONE Care Wireless Phone Provider Service	
24/7 Connect Performance Analytics	

4. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
5. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
6. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
7. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
8. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

Attachment "A"
Amendments to Service Agreement

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

Testing & QEI fees for both the elevator and wheelchair lft is included.

KONE General or Sales Manager Authorization

Signature

OSSBA
Oklahoma State School Boards Association

Employment Services

COMPREHENSIVE
EMPLOYMENT SERVICE AGREEMENT

This Service Agreement is made this 30th day of June, 2020, by and between Newcastle Public Schools (hereafter, "School") and Oklahoma State School Boards Association Employment Services Program (hereafter, "OSSBA ES").

The Board of Education of the School has voted to join the OSSBA Employment Services Program for the 2010-2021 school year and agrees to pay OSSBA an administrative fee in the amount equal to $6.50 per employee multiplied by 274, which equals the number of School employees, for a total annual administrative fee of $ 1,781.00 .

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

1) Providing complete legal representation by an Oklahoma licensed attorney in all aspects of the unemployment claims process before the Oklahoma Employment Security Commission (hereafter "OESC");
2) Auditing the payment of all unemployment claims to ensure the minimum is paid and any overpayments are recovered;
3) Providing quarterly reports of unemployment claims and amounts paid by the OESC to Claimants on the School's behalf;
4) Providing prudent management of School funds deposited in the School's OSSBA Employment Services Program Account;
5) Providing up-to-date Legislative and Administrative Law Updates to keep the School informed of changes that affect unemployment claims and costs; and
6) Providing opportunities for employment training and information.

Initial Deposit: Upon signing an initial Service Agreement, the School will make an initial deposit in order to establish an OSSBA Employment Services Program Account through which the OSSBA will pay any necessary unemployment claim payments and any other necessary payments to the OESC on the School's behalf. The funds in the Account shall at all times remain School funds.

Payment: During the term of this Service Agreement, not more than once each month, an amount will be deducted from the School's OSSBA Employment Services Program Account until the total annual administrative fee is paid in full.

Additional Deposits: In the event that a payment or deduction from the School's OSSBA Employment Services Program Account would deplete the Account to an amount

less than zero (0), the School will be required to make an additional deposit to replenish the Account prior to OSSBA making any payment to the OESC.

Withdrawal of Funds from OSSBA Employment Services Program Account: Because the funds in the School's OSSBA Employment Services Program Account remain School funds, the School may withdraw any or all funds from the Account upon providing written notice to the OSSBA.

Term of Agreement: This Service Agreement will be effective for the 2020-2021 fiscal year which ends on June 30, 2021. This Service Agreement may be renewed for a subsequent fiscal year by the Board of Education of the School taking such necessary action.

Revision or termination of Agreement: Either party may revise this Service Agreement with 60 days' written notice to the other party. If either party does not fulfill what it has agreed upon in the above terms, then termination may be made within 30 days' written notice to the other party.

Signed:

Dr. Shawn Hime, OSSBA Executive Director

May 14, 2020
Date

School Board President or Designee

June 30, 2020
Date

MEMO

To: Newcastle Board of Education
From: Jeff Landes, CFO / COO
Date: June 9, 2020
Re: Child Nutrition Piggyback Agreement for U.S. Foods

Each year, Edmond Public Schools enters into a Prime Vendor Agreement with U.S. Foods for the pricing provided to school districts who are members of Campus Smart. Member schools "piggyback" onto the Prime Vendor Agreement and obtain matching pricing from U.S. Foods.

I am presenting the Edmond Agreement and the U.S. Foods pricing structure. I am asking the Board to acknowledge and approve Newcastle Public School's participation in the Campus Smart program.

The State of Oklahoma Child Nutrition Program approves of this arrangement and there is not any documentation that needs to be signed.

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# 17-24) CN Prime Vendor with Piggyback Provision, dated: July 11, 2016, with an original term of July 12, 2016 through June 30, 2017; 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, 2020, through June 30, 2021.

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: _____
Bret Towne, Supt

Date: 03-03-2020

Party of the Second Part

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

By: DocuSigned by: Tracy Osborne
7CAC46396E234F2...

Date: 4/2/2020

SECOND AMENDMENT TO PRIME VENDOR AGREEMENT

The Second Amendment to Prime Vendor Agreement ("the First Amendment") is made and entered into as of July 01, 2020, 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 dated July 01, 2016 (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 SY2020-21, effective July 1, 2020.

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: 3/3/20

Name: Bret Towne

Title: Superintendent

US FOODS: US Foods, Inc.

DocuSigned by:

By: Tracy Osborne Date: 4/2/2020

7CAC46B9BE234F2...

Name: Tracy Osborne

Title: Area President TexHoma

Fixed Fee per Case Schedule

Product Category	Edmond PS and Campus Smart SY2016-2020	Edmond PS and Campus Smart SY2020-2021 (5-cent increase, effective 7/1/2020)
Boxed Meats	$ 1.92	$ 1.97
Coffee (Inc Frz)	$ 2.86	$ 2.91
Dairy	$ 1.55	$ 1.60
Disposable Cutlery	$ 0.87	$ 0.92
Disposables	$ 2.33	$ 2.38
Dry/Refrig Goods	$ 1.43	$ 1.48
Foam Trays	$ 1.56	$ 1.61
Foodservice Chemicals	$ 4.25	$ 4.30
Fresh/Frozen Poultry, Seafood, Beef, Pork, Deli Meats (Excludes Boxed Meats)	$ 1.89	$ 1.94
Frozen Goods	$ 2.38	$ 2.43
Frozen Juice	$ 0.87	$ 0.92
Frozen Potatoes	$ 1.43	$ 1.48
Portion control condiments	$ 0.87	$ 0.92
Produce	$ 1.65	$ 1.70
Frozen Vegetables	$ 1.43	$ 1.48
Shell Eggs	$ 2.22	$ 2.27
Processed Eggs (Refrig and Froz)	$ 1.43	$ 1.48
Smallwares / Equipment	$ 1.85	$ 1.90

EDMOND PUBLIC SCHOOLS

Empowering all students to succeed in a changing society

Dan Lindsey
Director
Child Nutrition

February 25, 2020

TO: Bret Towne

FROM: Dan Lindsey

RE: Recommendation for SY2020-21 CN Prime Vendor

In order to provide the most competitive pricing available in the current market, US Foods reviews the fee structure annually, based on actual CPI and product cost changes. Otherwise, the vendor would need to "overcharge" the current-year fees to protect against inflation in future years.

For the first time since the contract began in July 2016, US Foods has proposed a 5-cent per case fee increase for SY2020-21. Because USDA does not permit percentage-based fee structures, which would inherently account for inflation, the increase to the fixed fee schedule is based on the following methodology:

- Current (Weighted) Average Fee per Case = $2.20
- 60% of Proposed Fee Increase is based on CPI increase (+1.81%)
- 40% of Proposed Fee Increase is based on the Change in Avg Case Cost (+2.61%)

Calculation:

- 60% * $2.20 * 1.81% = $.0239
- 40% * $2.20 * 2.61% = $.0230
- **Total Proposed Fee Increase of $.05:** $.0239 + $.0230 = $.0469 (round up)

I recommend accepting the proposed 5-cent fee increase and renewing the CN Prime Vendor contract (RFP# 17-24) with US Foods for the 2020-21 school year.

Please contact me if you have any questions.

Dan Lindsey

125 N. State Street, Edmond, Oklahoma 73003
Office Phone: 405-340-2889 FAX: 405-330-7303
Dan.Lindsey@edmondschools.net

TheZenith®

A FAIRFAX Company

The Premier Workers' Compensation Specialist

Renewal Proposal of # Z133573004

Date: 05/28/2020

NEWCASTLE PUBLIC SCHOOLS
101 N Main St
Newcastle, OK 73065-4104

DANNY RAY
BANCFIRST INSURANCE SERVICES
Prod Cd: 093484A
(918) 747-4100
220 E. 8th Street
Suite B
Tulsa, OK 74119

Workers' Compensation Proposal

Policy Period: 07/01/2020 at 12:01 a.m. to
07/01/2021 at 12:01 a.m.

Employer's Liability Limits: 500,000/500,000/500,000

Estimated Payroll :	$10,973,526
Total Estimated Premium (without fees):	$60,604
Total State Fees & Assessments:	$0
Total Estimated Premium Incl Charges:	$60,604

Selected Payment Plan

Selected Payment Option:	Installment Plan
Billing Type:	Direct Bill
Frequency:	Annual
Deposit Premium:	$60,604 / 100%
State Fees & Assessments:	$0
Total Due Up Front:	$60,604

Zenith Insurance Company and its wholly owned subsidiary ZNAT Insurance Company (together, "Zenith") offer flexible payment options and there is never a charge for installments.

You will be billed directly by Zenith Insurance Company.

This proposal is good until 07/01/2020 at 12:01 a.m. and is subject to the terms and conditions of the policy for which this proposal is given, including any special conditions and/or exclusions that may apply. This proposal does not constitute an insurance policy.

* This proposal is based on information given to us. Please verify the information contained in this proposal and read the Proposal Disclaimer carefully.
* This proposal was issued by: Zenith Insurance Company, 108 Wild Basin Rd Ste 300, Austin, TX 78746 Phone: (512) 306-2825, Underwriter: Janet Modak

Oklahoma Premium Calculation

Zenith Insurance Company

STATE COVERAGE								
State	From	Through	Class Code	Description	No. of Emp FT/PT	Est. Payroll	Manual Rate	Est. Manual Premium
OK	07/01/20	07/01/21	7380-3	DRIVERS,CHAUFFEURS, MESSENGERS & HELPERS NOC -- COMMERCIAL	16/0	261,587	5.64	14,754
OK	07/01/20	07/01/21	8868-0	SCHOOL-PROFESSIONAL EMPLOYEES AND CLERICAL	239/0	9,912,368	0.46	45,597
OK	07/01/20	07/01/21	9101-0	SCHOOL-ALL OTHER EMPLOYEES	45/0	799,571	3.29	26,306

Oklahoma Adjustments and Calculation Details

07/01/20 to 07/01/21

State Manual Premium			$86,657
Employers Liability Limits 500,000 Per Accident 500,000 Per Disease 500,000 Policy Limit		(1.10%)	$953
Modified Premium		(93.00%)	$-6,133
Scheduled Rating		(-20.00%)	$-16,295
Premium Discount		(-10.10%)	$-6,583
Expense Constant			$140
Terrorism	10,973,526		$768
Catastrophe (Other Than Certified Acts Of Terrorism)	10,973,526		$1,097
Total State Assessments			$0
Total Estimated Policy Premium & Fees			$60,604

Notices and Disclaimers

PROPOSAL DISCLAIMER: *This proposal is subject to the information provided by you and/or the insurance agent, verification of this information and the applicable rates and underwriting guidelines applicable at the time. All proposals are for illustration purposes only; the actual premiums and coverage will be based on certain underwriting criteria, manuals, rates, rating plans and classifications. We reserve the right to change our manuals and apply the changes to the policy if authorized by law or a governmental agency regulating this insurance. The premium calculation details shown are estimates. The final premium will be determined after the policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by the policy. The final premium may also be affected by certain state legislative and/or regulatory changes. If the final premium is more than the premium you paid to us, you must pay us the balance. If the final premium is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy. You may be subject to a cancellation penalty in the event you cancel the policy prior to the policy expiration date. In the event any provision of this proposal and any provision of the policy, including endorsements, if any, are inconsistent or conflicting, the inconsistent or conflicting provision of the policy shall control.*

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE: *Coverage for acts of terrorism is included in the proposal. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under the coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019, and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits United States government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the annual premium that is attributable to coverage for acts of terrorism is OK $0.007 per $100 of payroll and does not include any charges for the portion of losses covered by the United States government under the Act.*

NOTICE OF MEDICAL PROVIDER NETWORK/PANEL: *Our medical management team maintains a comprehensive medical provider network or panel depending on the region, that includes a full range of health care providers, primary, and specialty care physicians, as well as hospitals and associated services. The health care service providers in our network have been selected based on their geographic location, specialty and credentials. All workers' compensation medical treatment provided under the policy will be administered by appropriately credentialed providers according to nationally accepted evidence-based treatment guidelines.*

TheZenith
A FAIRFAX Company

OKLAHOMA WORKERS COMPENSATION
MANDATORY OPTIONAL DEDUCTIBLE ACCEPTANCE/REJECTION FORM

Oklahoma law requires carriers issuing a policy under the Administrative Workers' Compensation Act (AWCA) to offer deductibles, optional to the policyholder, for benefits payable under the AWCA.

This form is applicable to the optional deductibles required by 85A O.S. Section 95 and OAC 365:15-1-3.1.

All five deductible options set forth below must be fully disclosed to the prospective policyholder in writing. The policyholder is not required to select a deductible option, but if the policyholder chooses a deductible, the policyholder may choose only one combined (medical benefits and indemnity claims) deductible amount. Medical-only claims are included in the eligibility for a combined medical and indemnity deductible. The maximum combined deductible, including medical benefits and indemnity claims, will be $5,000 per claim. Please carefully review the requirements for the deductible options outlined below.

DEDUCTIBLE OPTIONS

The combined optional deductible amounts are:

- 1,000
- 2,000
- 3,000
- 4,000
- 5,000

EMPLOYER OBLIGATIONS IF A DEDUCTIBLE OPTION IS SELECTED

If the applicant employer chooses a deductible, the carrier must pay compensable claims to the person or medical providers entitled to the benefits conferred by the AWCA, and obtain reimbursement from the insured employer for the applicable deductible amount.

WARNING: The insured employer must reimburse the carrier within 60 days of a written demand. If the insured employer fails to reimburse the carrier within 60 days, the carrier may seek to recover the full amount of the claim from the insured employer. In addition, the nonpayment of deductible amounts must be treated in the same manner as nonpayment of premium for purposes of cancellation of the policy.

EXPERIENCE RATING MODIFICATION

Benefits paid by the insured employer under a deductible may not be treated as benefits paid so as to harm the experience rating of the employer, and will not be charged against the experience of the employer in accordance with OAC 365:15-1-3.1(d).

Form 35-3C

ACCEPTANCE/REJECTION.

☐ Yes, I have read the optional deductible information summarized above and want the following deductible amount to apply to claims under the AWCA. I understand that this deductible applies to **every claim** for bodily injury by accident or disease filed by an injured employee.

MEDICAL AND INDEMNITY

- ☐ $1,000
- ☐ $2,000
- ☐ $3,000
- ☐ $4,000
- ☐ $5,000

ACCEPTANCE/REJECTION

- ☐ Yes, I understand that I am responsible for reimbursing my insurance company for the amounts of any deductible it pays.
- ☒ No, I do not want the optional deductible described in this form.

NAMED INSURED NEWCASTLE PUBLIC SCHOOLS

ADDRESS 101 N Main St, Newcastle, OK 73065-4104

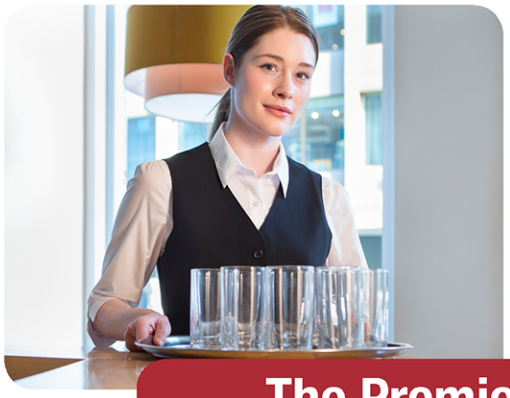
TITLE _____

SIGNATURE _____

DATE _____

THIS FORM IS NOT A PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE.

Form 35-3C



The Premier Workers' Compensation Specialist



TheZenith®

A FAIRFAX Company

Zenith is the premier specialist in workers' compensation nationally. We combine depth of expertise with a forward-thinking approach to achieve the highest level of service and outcomes for our clients. We foster strong relationships with our valued independent agents and brokers. Together, we're able to explore solutions and address your business needs. We believe insurance is a long-term investment in your employees and the success of your business. Great businesses become even better when they invest in the best.

YOU CAN EXPECT US TO:

- **Help you reduce workplace injuries and claims, so your business stays productive**
- **Put your employees first, helping anyone injured on the job get the medical care they need**
- **Fight fraud, so you can protect what you've built**
- **Provide attentive and responsive service, so you can focus on your business**
- **Help you strengthen your business reputation, so you can compete for talent**

Your business challenges are unique, and a one-size-fits all solution rarely works.

Our commitment to you includes a focus on helping you reduce claims and their costs, which can lead to a lower experience modification over time. The proof is in the numbers: Zenith's loss ratios are consistently 20 to 30 points better than the industry average.*

INVEST IN THE BEST

Learn More at TheZenith.com®

*Source: Industry data is from NCCI's 2016 Calendar-Accident Year Underwriting Results and WCIRB Quarterly Experience Report as of 2017, weighting by Zenith's premium distribution by state.

NEWCASTLE
PUBLIC SCHOOLS
101 N. MAIN, NEWCASTLE OK

_____ RACERCARD CONTRACT

By filling out this contract, I hereby agree to provide my submitted discount/special offer from _____ to _____.

By signing below, I represent and warrant that I have the power and authority to enter into this Agreement. The undersigned further releases and forever discharges any and all claims it may have against Newcastle Public Schools from all claims, damages, losses, and expenses arising out of or resulting from any use of the Racercard now or in the future.

There are two options available for your business. Due to the size of the card we will select the best offers *(if space becomes an issue)*.

☐ Initial here if you would like to provide a 20% discount.

Or in the box, please indicate another type of offer. Write it as you would like it to appear on the Racercard:

Location(s) where offer will be accepted:

Business/Company_____

Name _____ Title _____

Signature _____ Date _____

Phone Number_____

Newcastle Public Schools
Payroll Summary
July 28thth, 2020

Extra Duty Payroll (7/30/2020) (wrap up of June 2020 Payroll)	$3,317.29

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: Athletic- General Account Number: 801

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Donations, Sponsorships, Advertising Sales

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

Banners, signs, All- State Jackets or rings, hospitality, first aid supplies, equipment, uniforms, athletic training supplies, meals, awards, advertising, cleaning supplies, gifts.

Chris McKenzie
Sponsor Name

7/21/2020
Date Submitted

20-21
School Year

Chris McKenzie
Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: Athletic- Gate Account Number: 802

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

gate collections, Event Hosting, Racer Apparel sales, Discount card sales, All-sport passes sales, Facility Rentals, Program sales, Reserved Seating, Vending, Concessions,

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

Equipment, uniforms, athletic training supplies, operational costs, ticket, passes, and card costs, advertising costs, banquets, Facility upgrades, entry fees, assigners, gate/ concession workers, officials, security

Chris McKenzie
Sponsor Name

7/21/2020
Date Submitted

20-21
School Year

Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☐ Original
☑ Amended

Account Name: cross country Account Number: 814

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Fundraisers and donations
-clothing sale(Oklahoma Apparel and Fan cloth)
-volunteering for donations
-Racer run-50 yard, 100 yard and 1 mile options for $10 per race or all 3 for $25
-Racer card sell $20 get $15
-Giving guru-donations given

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

uniforms, clothing, freezer, popsicles, rewards, state gifts, plaques, medals, incentives, food, paper goods, tent/canopy, tarp, ice chests, ribbons

Nikki Gayler — Sponsor Name

7/15/2020 — Date Submitted

2020-2021 — School Year

Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: Racer Kid Zone Account Number: 905
NEW account

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Payment of fees for Racer Kid Zone students

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

Revenue will be transfered to General Fund as needed to pay salaries and purchase supplies and materials.

Kristi Ferguson
Sponsor Name

07/22/2020
Date Submitted

2020-2021
School Year

Kristi Ferguson
Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: HS National Honor Society Account Number: 927/705

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Donations; Dues; Regalia and T-shirt sales; Community Service activities; Booths for various events such as sports, tournaments, competitions; Career presentations and luncheons; Literature and Arts Festival.

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

Purchase: Fundraiser and activity supplies, food, and prizes; Regalia and awards; Operating supplies; T-shirts; Conference and membership fees; Community service supplies; Field trips.

Vivian Cisneros	07/21/2020	2020-2021
Sponsor Name	Date Submitted	School Year
Sponsor Signature	Principal Signature	
Activity Custodian Signature	Date Approved by Board of Education	

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: ECC LIBRARY Account Number: 931-110

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Scholastic Book Fair- Spring and Fall
Follett Book Fair
Coin War
Donations
Lost Book Fee
Late Fees

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

general office supplies
reward/incentives for teachers, students, volunteers and service learners
food, paper produces, drinks, candy, snacks
books, puzzles, activities, toys, stuffed animals
library supplies
furniture
accessories for library
decorations

Korri Maple — Sponsor Name

5/12/2020 — Date Submitted

2020-2021 — School Year

Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☒ Original
☐ Amended

Account Name: High School Library Account Number: 931/705

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Donations; Money from lost or damaged items; Charges for personal use; Water & flavoring sale; Coffee, tea, and hot chocolate sale; Masks sale; Supplies sale; Recycling; Career/author presentations & luncheons; Book Fair; Literature and arts festival; T-shirt sales; Booths for events such as sports, tournaments, competitions.

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

Purchase books, materials, supplies, equipment, and/or furnishings. For student rewards, prizes, and teacher appreciation items. Fund library activities: supplies and food for presentations, luncheons, and festivals. Supplies for assorted fund-raiser sales sponsored by the library. Supplies and prizes for booths at assorted events. Decorations, supplies, and prizes for Book Fairs.

Vivian Cisneros — Sponsor Name

07/21/2020 — Date Submitted

2020-2021 — School Year

Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: Native Ed Enrichment Account Number: **935**

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

NONE

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

Cultural supplies for enrichment activities, classroom supplies/fees for students, cultural performers, student supplies

Kristi Ferguson
Sponsor Name

07/01/2020
Date Submitted

2020-2021
School Year

K Ferguson
Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: PE ECC/Elementary Account Number: 936

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

donations-American heart association, grants
super kids day-tshirt sales, candy sales, snow cone sales

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

equipment for the gym, incentives, awards, inflatables for super kids day, equipment rentals for super kids day, food/snacks/drinks for super kids day

Nikki Gayler — Sponsor Name

7/15/2020 — Date Submitted

2020-2021 — School Year

Sponsor Signature

J Rosenbloom — Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: Class of 2032 Account Number: 982

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Supply Fees, Field trip feea, party fees, donations, rewards, t-shirts

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

Classroom supplies
field trip costs
classroom party supplies
student/class rewards
t-shirts
parent appreciation

Amy Cannon
Sponsor Name

7/8/2020
Date Submitted

2020-2021
School Year

Amy Cannon
Sponsor Signature

J Rosenbloom
Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: PRE K CLASS OF 2034 Account Number: **984**

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Fees collected for supplies, field trips, class T-shirts, class parties and donations.

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

Field trips, class supplies, reimbursements, T-shirts, class parties, and rewards.

Sharon Rider
Sponsor Name

07/20/2020
Date Submitted

2021
School Year

Sharon D. Rider
Sponsor Signature

J Rosenbloom
Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: HS Baseball Account Number: ~~815~~ 810

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Donations, advertising sales, event hosting, racer logo sales, [redacted] dinners, [redacted] concessions, [redacted] food sales, [redacted] snap raise online, [redacted], hats, clothing

Dates and locations - TBD by seasonal sale events

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

Equipment, uniforms, meals, awards, advertising, cleaning, hospitality, banners, first aid supplies, all-state jackets, rings, banquets, participation fees, facility upgrades, printing, miscellaneous fees, gifts, operation costs

Mike Crossley	7/21/20	2020-2021
Sponsor Name	Date Submitted	School Year
Mike Crossley		
Sponsor Signature	Principal Signature	
Activity Custodian Signature	Date Approved by Board of Education	

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: HS Fast Pitch Softball Account Number: 815

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Donations, advertising sales, event hosting, racer logo sales, [redacted], dinners, [redacted], concessions, [redacted], food sales, [redacted], snap raise online, [redacted], hats, clothing

Dates and locations - TBD by seasonal sale events

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

Equipment, uniforms, meals, awards, advertising, cleaning, hospitality, banners, first aid supplies, all-state jackets, rings, banquets, participation fees, facility upgrades, printing, miscellaneous fees, gifts, operation costs

Mike Crossley	7/21/20	2020-2021
Sponsor Name	Date Submitted	School Year
Mike Cross		
Sponsor Signature	Principal Signature	
Activity Custodian Signature	Date Approved by Board of Education	

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: Elementary Academic Outreach Account Number: 920

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Apparel
Catalog sales
concessions
Donations
Kona Ice

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

Camp Goddard-student scholarships
Snacks/drinks
Fees-teachers
Medical-supplies/services
Recreational supplies

Terri Scott/Angie Ritter	5/21/2020	2020-2021
Sponsor Name	Date Submitted	School Year
Terri Scott AJR	Terri D Scott	
Sponsor Signature	Principal Signature	
Activity Custodian Signature	Date Approved by Board of Education	

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: Elementary School Beautification Account Number: 921

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Apparel
Catalog sales
Concessions
Donations
Kona Ice
School Pictures
Shoparoo

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

Concrete
Nursery items-plants and other items
Benches/tables
Playground
Ground services/supplies
Outdoor science project

Terri Scott/Angie Ritter	5/21/2020	2020-2021
Sponsor Name	Date Submitted	School Year
Terri D Scott AR	Terri D Scott	
Sponsor Signature	Principal Signature	
Activity Custodian Signature	Date Approved by Board of Education	

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: Camp Goddard Account Number: 922

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Parent payment for students and parent sponsors
Donations
Sell snacks, candy, Kona Ice, cups/tumblers and catalog sales

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

Purchase-snacks, drinks t-shirts, pay camp fees for parents, teachers and students
Background checks for sponsors
Equipment and supplies for camp activities
Medical supplies-first aid kits

Terri Scott/Angie Ritter	5/21/2020	2020-2021
Sponsor Name	Date Submitted	School Year

Terri Scott AR

Sponsor Signature

Terri Scott

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: NMS Junior Honor Society - 505 Account Number: ~~981~~ 927

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

T-shirt sale, first semester dues of $5 per member, second semester dues of $5 per member, possible "Johnny's" or "Mazzio's" night or other fundraisers we can think of.

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

NMS Beautification Day we will buy mulch, top soil, equipment, etc. for the grounds. Teacher Appreciation Week we will buy miscellaneous supplies and goodies. NMS Cupcake Day we will buy cupcakes if needed for students. NMS Pie Day we will buy some pies, etc for teachers near Thanksgiving. NMS Angel Tree we will purchase any necessary items for this or other programs NMS chooses to do near Christmas. We will purchase tshirts for each member.

Sandy Sheaffer — Sponsor Name

05/19/2020 — Date Submitted

2020-2021 — School Year

Sandy Sheaffer — Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: MS Library Account Number: 931/5

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Bookfair, Candy Grams, School Supplies, School Novelty Items, Concession Supplies, Donations and Seasonal Sales

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

Candy, Spirite Apparel, School Supplies, School Novelty Items, Instructional Materials, Technology, Concession Supplies, Fundraiser Supplies, Community Service Projects, Professional Development, Prizes, School Beautification, Refreshment for Students and Faculty, Furniture and Fixtures, Classroom and Office Supplies, Book Fair Books.

Glen Stanley
Sponsor Name

05/13/2020
Date Submitted

2020-2021
School Year

Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: THE FINISH LINE Account Number: **933**

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

SPIRIT APPAREL, CANDY SALES, SCHOOL SUPPLIES, SCHOOL NOVELTY ITEMS, CONCESSION SUPPLIES, DONATIONS, AND SEASONAL SALES.

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

CANDY, SPIRIT APPAREL, SCHOOL SUPPLIES, SCHOOL NOVELTY ITEMS, INSTRUCTIONAL MATERIALS, TECHNOLOGY, CONCESSION SUPPLIES STAFF AND STUDENT AWARDS, DUES AND FEES, FUNDRAISER SUPPLIES, COMMUNITY SERVICE PROJECTS, PROFESSIONAL DEVELOPMENT, PRIZES SCHOOL BEAUTIFICATION, REFRESHMENTS FOR STUDENTS AND FACULTY, FURNITURE AND FIXTURES, CLASSROOM AND OFFICE SUPPLIES.

JOHN HARRIS — Sponsor Name

05/13/2020 — Date Submitted

2020-2021 — School Year

Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: Student Store Account Number: **934**

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

School Supplies
Candy
Chips
Seasonal Items
Water
Pop

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

School Supplies
Candy
Chips
Seasonal Items
Water
Pop
Books, Reading Materials, Art Supplies
Ink Cartridges
Promotional and Rewards

	05/14/2020	2020-2021
Sponsor Name	Date Submitted	School Year
Sponsor Signature	Principal Signature	
Activity Custodian Signature	Date Approved by Board of Education	

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: Elementary Principal's Acct Account Number: 939-105

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Apparel
Catalog Sales
Concessions
Donations
Kona Ice
School Pictures
Shoparoo

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

Teacher/staff appreciation
School/office supplies
Awards/rewards
Playground
Professional development
Staff apparel

Terri Scott/Angie Ritter	5/21/2020	2020-2021
Sponsor Name	Date Submitted	School Year
Terri Scott AR	Terri D Scott	
Sponsor Signature	Principal Signature	
Activity Custodian Signature	Date Approved by Board of Education	

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: Principal's Account Account Number: 939 ~ 110

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

Picture Commissions: Fall/Winter/Spring
Donations
Fundraisers: *Cherrydale Farms, Square 1 Art
T-Shirt Sales

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

Teacher classroom supplies, office supplies and equipment, student supplies, student needs (clothing, backpacks, supplies), staff appreciation/awards, student rewards, food/ snacks, student field trip fees, professional development fees, professional books, classroom materials, furniture, online subscriptions, landscaping supplies and labor, playground equipment, technology

Jennifer Rosenbloom	7/22/2020	2020-2021
Sponsor Name	Date Submitted	School Year
J Rosenbloom	J Rosenbloom	
Sponsor Signature	Principal Signature	
Activity Custodian Signature	Date Approved by Board of Education	

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☑ Original
☐ Amended

Account Name: MS PRINCIPALS ACCOUNT 505 Account Number: **939**

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

FUNDRAISERS, TECH DAY, DONATIONS, ACTIVITIES, PICTURE COMMISSIONS, CONCESSION, CANDY SALES, SPIRIT APPAREL SALES, CAR WASH, CANDLES, CATALOG SALES, DANCE, SPIRIT GEAR, FIELD TRIPS, REWARDS.

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

INSTRUCTIONAL MATERIALS, EQUIPMENT REGISTRATIONS, SCHOOL BEAUTIFICATION, FACULTY AND STAFF AWARDS, STUDENT AWARDS, DUES AND FEES, PRIZES, PROFESSIONAL DEVELOPMENT, CONCESSION SUPPLIES, REGISTRATIONS, FUNDRAISER SUPPLIES, CATALOG SUPPLIES, MAILING SUPPLIES AND MATERIALS.

JOHN HARRIS — Sponsor Name

05/13/2020 — Date Submitted

2020-2021 — School Year

Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

NEWCASTLE PUBLIC SCHOOLS

Purpose of Activity Fund Account

☐ Original
☐ Amended

Account Name: MS STUCO Account Number: 942/505

Revenue: ***(Fundraisers, other income sources)*** **(Indicate Amended items with a "*")**

School Dances
Earth Day Tournaments
Concession Stand Proceeds at Dances and Earth Day Tournaments

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

Classroom Supplies
Student Supplies
STUCO Sponsored Lunches
Teacher Appreciation
Bus Driver Appreciation
Lunch Lady Appreciation
STUCO Field Trips
Supplies for Teachers
Office Supplies
Work Room Supplies
D.J. for School Dances

Heather Ridenour — Sponsor Name

05/13/2020 — Date Submitted

2020-2021 — School Year

Heather Ridenour — Sponsor Signature

Principal Signature

Activity Custodian Signature

Date Approved by Board of Education

ONLINE INSTRUCTION

Online instructional programs offered for instructional purposes and/or high school credit shall be approved by and under the supervision of the Newcastle Board of Education. The proposed course(s) may be evaluated by the State Department of Education. The district may provide a virtual instruction or distance learning program on dates to be determined by the Superintendent. This power shall be provided by the board of education so that the students of the district may be allowed to continue instruction in the event of a school closure for an emergency. Such dates shall be provided to parents and students on the school website with as much advance notice as possible under the circumstances. Students and staff will be expected to participate and attendance shall be taken in accordance with district attendance policies and procedures for students and employees. The school district will provide resources to ensure that all student have access to virtual or distance learning programs. All instruction will be provided in compliance with Oklahoma's Academic Standards. Grades will be assigned which will reflect the progress of the student with regard to assignments and/or tests provided.

Definitions

Synchronous instruction occurs when the instructor and student's primary interactions are in real-time. Regular classroom instruction is synchronous instruction, as well as two-way interactive video. Web-based instruction that requires real-time interaction between student(s) and instructor as the primary format of instruction is also synchronous instruction.

Asynchronous instruction is not dependent on instructor and student interaction in real time. Asynchronous instruction allows the student to engage in learning activities anywhere at any time. For instruction to be considered asynchronous, the primary format of instruction does not depend on real-time interaction of the participants.

Supplemental online course is an online program that allows students who are enrolled in a public school to supplement their education by enrolling part time in online courses that are educationally appropriate for the student, which are equal to the equivalent of classroom instruction time required by student attendance and participation in the district.

"Educationally appropriate" means any instruction that is not substantially a repeat of a course or portion of a course that the student has successfully completed, regardless of the grade of the student, and regardless of whether a course is similar to or identical to the instruction that is currently offered in the school district. The determination of educationally appropriate will be made at the local school district level.

"**Virtual Instruction"** means the use of the internet or other such digital information transmission systems as the primary medium of instruction. Virtual instruction may be synchronous or asynchronous, or may combine synchronous and asynchronous instruction.

Two-way interactive video instruction provides for real-time (synchronous) interaction between student(s) and instructor by means of an electronic medium that provides for both audio (sound) and video (sight) signal. Students and instructors participating in two-way interactive video instruction may both see and hear each other in an approximation of real-time.

Guidelines

Prior to offering an online instructional course, the board of education shall comply with the following guidelines recommend by the State Department of Education:

1. Virtual and two-way interactive video instruction shall be viewed as methods by which the school district can expand the course offerings and access to instructional resources. These technologies should not be viewed solely as substitutes for direct, face-to-face student and teacher interactions, but as a means of expanding the ability of the district to bring the world of knowledge to the students.

2. The board of education will grant students credit for completion of courses offered by means of online instruction. School district policies governing grading scales and credits earned shall be applied to Oklahoma Supplemental Online Course Program courses under the same criteria as courses offered by the school district. A grade assigned for course credit that was completed through the supplemental online program shall be treated the same as any other course offered by the district.

3. Only students who are enrolled in this district will be granted access to supplemental online courses.

4. Requests for enrollment in supplemental online courses shall be as follows:

    a. Interested students shall be required to fill out a request for enrollment in supplemental online course(s) form.

    b. The principal or designee shall evaluate the application and determine whether the supplemental online course is educationally appropriate for the student.

    c. If the supplemental online course is not deemed to be educationally appropriate, notification shall be provided to the student in writing as to the reasons in support of the principal's recommendation and the student shall be afforded the opportunity to appeal the principal's decision to the local school board. The decision of the local board with regard to whether a course is educationally appropriate is final and non-appealable. A copy of the notification shall be provided to the Director of Instructional Technology at the State Department of Education.

5. If enrollment in the supplemental online course is allowed, the principal shall appoint a certified staff member to serve as the building level contact person to

assist students enrolling in on-line courses and to serve as a liaison to the on-line teachers and provider(s). Students shall have a grace period for withdrawal from a supplemental online course of fifteen (15) calendar days from the first day of a supplemental online course enrollment without academic penalty. A written request for withdrawal should be provided to the principal from the student prior to the expiration of the fifteen (15) day period.

6. Students earning credit by means of online instruction shall participate in all require state-level academic assessments in the same manner as other regularly enrolled students within the district. No student shall be allowed to participate in these assessments at a place other than the school site at which the student is enrolled.

7. Courses offered for credit by means of online instruction shall be aligned with the Oklahoma Academic Standards.

8. Student progress shall be monitored on a weekly basis by the supplemental online course provider. Attendance/participation in a supplemental online course shall be monitored in accordance with local district policy and determined by documented student/teacher/course interaction that may include, but is not limited to, online chats, emails, posting/submission of lessons. The student may be counted "present" or "in attendance" when the supplemental online course provider provides evidence of student/teacher/ course interaction that demonstrates student progress toward learning objectives and demonstrates regular student engagement in course activity. Supplemental online course providers shall make available to students, parents, and the school district reports that reflect daily attendance/participation, progress reports, and grades. Such attendance/participation reports, progress reports, and grades shall be provided on a regular weekly basis to parents and the school district via electronic format. The district will review progress reports and grades twice per month.

9. The security of individual student data and records shall be maintained and receive the same protection afforded students under state and federal laws. No individual student data obtained through participation in online instruction courses shall be used for any purposes other than those that support the instruction of the individual student.

10. District level aggregated data obtained through participation in online instruction courses shall be utilized for education purposes only and shall not be provided to commercial entities.

11. All federal and state statutes pertaining to student privacy, the posting of images on the World Wide Web, copyright of materials, Federal Communications Commission rules pertaining to the public broadcasting of audio and video, and other such issues shall be adhered to by the district.

Adopted: July 28, 2020

12. Prior to the beginning of instruction, cooperating school districts sharing courses by means of two-way interactive video technology shall, by means of contractual agreement, address such issues as the instruction costs, bell schedules, school calendars, student behavior, teacher evaluation, textbooks, class periods, student grades and grading policies, teacher load, and instructor employment.

13. Contractual agreements shall be established between the school district and parent(s), or legal guardian, of students participating in alternative instructional delivery system courses prior to the beginning of instruction. These contracts may address such issues as grading criteria, time allotted for course completion, student attendance, and the responsibility for course costs and equipment.

14. Instructors of online courses shall be: (a) certified in Oklahoma or another state to teach in the content area of the course offered, or (b) a faculty member at an accredited institution of higher education, possessing the specific content expertise necessary to teach the course.

15. Annually, the board of education shall establish fees or charges for the provision of alternative instructional delivery system courses. The district shall not be liable for payment of any fees or charges for any online course for a student who has not complied with district policies and procedures.

REFERENCE: 70 O.S. §1-111

Adopted: July 28, 2020

TRANSFER SCHEDULE "B"

"JULY 28, 2020"

EMERGENCY TRANSFER REQUESTS RECOMMENDED FOR APPROVAL					
NUMBER	TRANSFER #	GRADE		SENDING DISTRICT	TRANSFER TYPE
1	244407	10		MOORE	Emergency
2	242369	10		TUTTLE	Emergency
3	242374	3		WESTERN HEIGHTS	Emergency
4	242373	7		WESTERN HEIGHTS	Emergency
5	242394	3		DIBBLE	Emergency
6	242393	7		DIBBLE	Emergency
7	242396	KG		NORMAN	Emergency
8	244382	9		BRIDGE CREEK	Emergency
9	242399	9		NOBLE	Emergency
10	242400	PK3		PURCELL	Emergency
11	242401	PK		BRIDGE CREEK	Emergency
12	242402	10		BRIDGE CREEK	Emergency
13	242403	7		BRIDGE CREEK	Emergency
14	242404	PK3		BRIDGE CREEK	Emergency
15	242406	10		BRIDGE CREEK	Emergency
16	242409	KG		BLANCHARD	Emergency
17	243174	1		MUSTANG	Emergency
18	242410	PK3		MOORE	Emergency
19	244103	5		MOORE	Emergency
20	244102	1		MOORE	Emergency
21	244446	6		BRIDGE CREEK	Emergency
22	242412	4		BRIDGE CREEK	Emergency
23	242413	7		WESTERN HEIGHTS	Emergency
24	242414	PK3		BRIDGE CREEK	Emergency
25	242415	PK3		OKLAHOMA CITY	Emergency
26	242416	10		BLANCHARD	Emergency
27	242417	4		DIBBLE	Emergency
28	242418	3		DIBBLE	Emergency
29	244442	7		DIBBLE	Emergency
30	242419	8		BLANCHARD	Emergency
31	242420	11		BLANCHARD	Emergency
32	244444	9		BRIDGE CREEK	Emergency
33	244506	4		MOORE	Emergency
EMERGENCY TRANSFER REQUESTS DENIED					
NUMBER	TRANSFER #	GRADE		SENDING DISTRICT	TRANSFER TYPE
34	242359	12		MOORE	Emergency
35	242362	8		BLANCHARD	Emergency
36	242368	1		BLANCHARD	Emergency
37	242367	2		BLANCHARD	Emergency
38	242366	4		BLANCHARD	Emergency
39	242363	5		BLANCHARD	Emergency

40	243988	6	MOORE	Emergency
41	243989	2	MOORE	Emergency
42	242371	PK	MOORE	Emergency
43	242391	PK	BRIDGE CREEK	Emergency
44	243806	PK	BRIDGE CREEK	Emergency
45	243626	6	MOORE	Emergency
46	243167	12	WESTERN HEIGHTS	Emergency
47	243154	9	BLANCHARD	Emergency
48	242397	3	BRIDGE CREEK	Emergency
49	242398	KG	BRIDGE CREEK	Emergency
50	242407	PK	BRIDGE CREEK	Emergency
51	243803	10	YUKON	Emergency

Melonie Hau, Superintendent

EMPLOYMENT SCHEDULE "A"

June 30th, 2020

EMPLOYMENT				
Last Name	**First Name**	**New / Replacement**	**Site / Assignment**	**Effective**
			HS / Virtual Teacher	
			HS & MS / Indian Ed Tutor	
			HS / English, Leadership	
			HS / Counselor	
CONTRACT MODIFICATION				
Last Name	**First Name**	**Prior Contract**	**Current Contract**	**Effective**
REASSIGNMENTS				
Last Name	**First Name**	**Prior Assignment**	**New Assignment**	**Effective**
RESIGNATIONS				
Last Name	**First Name**	**Assignment**	**Site**	**Effective**
Bray	Pamela	Cafeteria Worker	ES	7/9/2020
Brite	Mona	Secretary	HS	7/15/2020
Burchett	Stephanie	Counselor	HS	7/9/2020
Cutler	Berry	Indian Ed Tutor	HS	7/1/2020
Dunn	Charlie	Bus Driver	District	8/1/2020
RESCINDED EMPLOYMENT / TERMINATIONS				
Last Name	**First Name**	**Assignment**	**Site**	**Effective**
EXTRA DUTY / STIPENDS / LAY COACHES				
Last Name	**First Name**	**Assignment**	**Site**	**Effective**
		Head Girls Basketball Coach	HS	8/3/2020
RESCINDED / RESIGNED / REMOVED EXTRA DUTY or STIPENDS				
Last Name	**First Name**	**Assignment**	**Site**	**Effective**