

Newcastle Board of Education Regular Meeting  
July 27, 2021 6:00 PM  
Administrative Office Board Room  
101 North Main  
Newcastle, OK 73065

1. Call to Order and Roll Call of Members
2. Discussion and possible action on the Consent Agenda:
  - A. Minutes of Regular Meeting of June 29, 2021
  - B. Newcastle High School 2021-2022 Handbook
  - C. Newcastle Middle School 2021-2022 Handbook
  - D. Newcastle Elementary 2021-2022 Handbook
  - E. Recommendation for Booster Club Sanctioning
  - F. FY22 Adjunct Teachers for the Newcastle High School
3. Public Input
4. Superintendent and Staff Updates:
  - A. Covid Update: Isolation & Quarantine
  - B. Chromebook Deployment: Going one-to-one
5. Discussion and possible action regarding Financial Consent Agenda
  - A. FY21 General Fund 11 Encumbrances and Change Orders
  - B. FY21 Bond Fund 39 Encumbrances and Change Orders
  - C. FY22 General Fund 11 Encumbrances and Change Orders
  - D. FY22 Building Fund 21 Encumbrances and Change Orders
  - E. FY22 Bond Fund 39 Encumbrances and Change Orders
  - F. Purpose of Activity Fund Accounts
6. Discussion and possible action regarding Contract Consent Agenda
  - A. FY22 Jani-King Custodial Contract for HS and MS
  - B. FY22 Pitney Bowes Lease Agreement
  - C. FY22 Quality Care Labs - DOT Drug Testing
7. Discussion and possible action to approve the update of District Policy EI Student Conduct
8. New Business
9. Proposed executive session to discuss employment of personnel, retirements, resignations, terminations, hiring of employees, employment, rehiring and changes to employment contracts of current and prospective district employees as outlined on attached Schedule A, pursuant to 25 O.S. Section 307 (B)(1)
10. Vote to convene or not to convene in executive session
11. Return to Open Session
12. 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

### 13. Adjournment

This agenda was posted on the door of the Administration Building on July 26, 2021, at 4:00pm  
by Darla Allen

Newcastle Board of Education Regular Meeting  
June 29, 2021 6:00 PM  
Administrative Office Board Room  
101 North Main  
Newcastle, OK 73065

Attendance Taken at 6:02 PM. Mr. Darrin Abel: Present, Ms. Valory Dalton: Absent, Tiffany Elczyn: Present, Mr. Gary Knowles: Absent, Mr. John Maker: Present.

1. Call to Order and Roll Call of Members

2. Presentation and discussion of 2021 Demographics Study by Rob Schwarz of RSP & Associates

Reviewed and discussed the 2021 Demographic Study

3. Discussion regarding Newcastle Public School District staggered starts for the 2021-2022 school year.

Staggered starts were discussed along with the times: High School and Middle School at 7:40am to 3:25pm; and Elementary and ECC at 8:20am to 4:00pm for the 21-22 school year.

4. Public Input

No Public Input

**5. Superintendent and Staff Updates:**

A. Safe Return to School Plan

Dr. Hau went over the safe return to school plan and stated it was posted and will continue to be.

B. Update on transfer information and Open Transfer Law

Dr. Hau spoke regarding new transfer law and how she is working on new policy regarding the law.

C. Tri City Learning Academy presentation - Kaisha Mathis

Ms. Mathis reported on Tri City Learning Academy and how it is progressing.

**6. Discussion and possible action on the Consent Agenda:**

Motion to approve consent agenda passed with a motion by Mr. Darrin Abel and a second by Tiffany Elczyn.

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

Yea: 2, Nay: 1, Absent: 2

- A. Minutes of Regular Meeting of June 8, 2021
- B. Early Childhood Center Handbook for the 2021-2022 school year
- C. Tri City Learning Academy Student Handbook, Teacher Handbook, and Academic Calendar for the 2021-2022 school year
- D. Recommendation for Booster Club Sanctioning

## **7. Discussion and possible action regarding Contract Consent Agenda**

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

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

Yea: 3, Nay: 0, Absent: 2

- A. A Memorandum of Agreement Between Newcastle Public School District and Delta Head Start for the 2021-2022 school year
- B. Interlocal Agreement between City of Newcastle and Newcastle Public Schools for the 2021-2022 school year
- C. School Resource Officer Mutual Cooperation Agreement between City of Newcastle and Newcastle Public Schools for the 2021-2022 school year
- D. FY22 FNBT Cash Management Agreement
- E. FY22 Norman Regional Trainer Contract
- F. OT Services - T Garling FY22
- G. Workers Comp Insurance - FY22
- H. Speech Therapy Services - Standifer - July 2021
- I. Vision Services - Keck - FY22
- J. PT Services - C Garling FY22
- K. Board to consider and take action on a motion approving the renewal of the Sublease Agreement dated April 1, 2010, between the District and Newcastle Educational Facilities Authority for the fiscal year ending June 30, 2022, as required under the provisions of the agreement.
- L. Board to consider and take action on a motion approving the renewal of the Sublease Agreement dated August 1, 2010, between the District and Newcastle Educational Facilities

Authority for the fiscal year ending June 30, 2022, as required under the provisions of the agreement.

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

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

Ms. Valory Dalton: Absent, Mr. Gary Knowles: Absent, Mr. Darrin Abel: Yea, Tiffany Elczyn: Yea, Mr. John Maker: Yea  
Yea: 3, Nay: 0, Absent: 2

A. FY21 General Fund 11 Encumbrances and Change Orders

B. FY 21 Building Fund 21 Encumbrances and Change Orders

C. FY 21 Bond Fund 39 Encumbrances and Change Orders

D. FY22 General Fund 11 Encumbrances

E. FY 22 Bond Fund 39 Encumbrances

F. Monthly payroll and extra duty disbursement

Motion to approve passed with a motion by Tiffany Elczyn and a second by Mr. Darrin Abel.

Ms. Valory Dalton: Absent, Mr. Gary Knowles: Absent, Mr. Darrin Abel: Yea, Tiffany Elczyn: Yea, Mr. John Maker: Yea  
Yea: 3, Nay: 0, Absent: 2

G. Purpose of Activity Fund Accounts

H. Revenue Analysis-General Fund

I. Revenue Expenditure Summary-Athletic

J. Revenue-Expenditure Summary-Non Athletic

K. Treasurer's Report

9. Discussion and possible action to approve the 2021-2022 appointments:

- Activity Fund Custodian: Shasta Feuerborn
- Child Nutrition, Authorized Representatives: Jeff Landes, Malinda Wilson
- Encumbrance Clerk: Shasta Feuerborn
- Federal Programs, Authorized Representative: Kristi Ferguson
- Federal Program signers: Kristi Ferguson, Jeff Landes
- Minutes Clerk: Darla Allen
- Minutes Clerk, Deputy: Jeff Landes

- Purchasing Agents: Melonie Hau; Jeff Landes up to and including \$5,000.00
- Title VI (Indian Education) Coordinator: Kristi Ferguson
- Title IX, Co-Coordiators: Angela Green, Chris McKenzie
- Treasurer, Assistant: Lynda Chmil

Motion to approve the 2021-2022 appointments passed with a motion by Tiffany Elczyn and a second by Mr. Darrin Abel.

Ms. Valory Dalton: Absent, Mr. Gary Knowles: Absent, Mr. Darrin Abel: Yea, Tiffany Elczyn: Yea, Mr. John Maker: Yea  
Yea: 3, Nay: 0, Absent: 2

#### 10. New Business

No new business

11. 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

Motion to approve the attached Schedule A passed with a motion by Mr. Darrin Abel and a second by Tiffany Elczyn.

Ms. Valory Dalton: Absent, Mr. Gary Knowles: Absent, Mr. Darrin Abel: Yea, Tiffany Elczyn: Yea, Mr. John Maker: Yea  
Yea: 3, Nay: 0, Absent: 2

#### 12. Adjournment

Mr. John Maker adjourned meeting at 7:28pm

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President

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Vice President

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Clerk

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Deputy Clerk

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Member



**Newcastle High School**

**2021-22**

**Student Handbook Overview**

The 2021-22 NHS Student Handbook is an online document. The handbook can be accessed by clicking the following link: <https://sites.google.com/newcastle.k12.ok.us/nhsstudenthandbook/home#h.j8xmvpa61006>  
The link address will change once the handbook is approved. The site design will also be updated once content is approved.

**New Content**

ACT/SAT Tests  
Check Out Procedures  
Cheating  
Conduct at Extra Curricular Activities  
Derogatory Language/Symbols  
Early Graduation  
Equal Opportunity-Title IX Policy Notification  
Foreign Exchange Students  
Grading Policy  
Infinite Campus Parent Portal  
Students Who Pose a Threat to School  
Suicide Prevention  
Suspected Child Abuse  
Tobacco  
Parking Lot/Student Vehicles  
Weapons

**Revised Content**

Newcastle High School Directory  
Assessment Dates  
Assemblies  
Attendance Procedure  
Citations/Tickets/Contraband  
Detention  
Digital Citizenship (Cyber Bullying/Sexting)  
Discipline and Student Behavior  
Distribution of Materials on Campus  
Drugs and Alcohol Policy  
Honor Cords  
Important Dates  
Lunch  
Public Display of Affection

Phone and Address Changes  
Records Request  
Schedules and Schedule Changes  
School Visitors  
Semester Exam Policy  
Sexual Harassment  
Textbooks  
Threatening Behavior

**Removed Content**

**Content was removed because no longer relevant, included in new content, or is found in the course description guide or other places.**

Citizenship  
Class Dues  
Grade Reporting  
Information Changes  
Notice of Non-discrimination  
Student Council  
Threats  
Honor Roll  
Information Changes  
Library Procedures  
Mid-America Technology Center  
National Honor Society  
Parent/Teacher Conferences  
Vehicle Procedures



## NMS 2021-2022 Handbook Changes

1. Board member names and title updated
2. Staff contact list updated
3. All mentions of In-School Restriction (ISR) changed to In-school Intervention (ISI)

**2021-2022  
Student Handbook**

Newcastle Middle School



**(405) 387- 3139**

**611 E. Fox Ln.**

**Newcastle, OK**

[www.newcastle.k12.ok.us](http://www.newcastle.k12.ok.us)

**Home of the Racers**

**School Colors**

Royal Blue and White

**Mascot**

Racers

## School Board Members

<b>President</b>	John Maker
<b>Vice President</b>	Gary Knowls
<b>Clerk</b>	Valory Dalton
<b>Asst. Clerk</b>	Tiffany Eleyzyn
<b>Member</b>	Darrin Abel

## Administration

<b>Superintendent</b>	Melonie Hau
<b>MS Principal</b>	John Harris
<b>MS Assistant Principal</b>	Jeremy Reynolds
<b>MS Counselor</b>	Toni Kammerlocher
<b>Athletic Director</b>	Chris McKenzie
<b>MS Secretary</b>	Sarah Wilson
<b>MS Registrar</b>	Cathy Robertson

## ACTIVITY ELIGIBILITY AND REGULATIONS

A student must be maintaining a “passing grade” in all classes in order to participate in an activity. Effective January 1, 1989 scholastic eligibility will be determined by the regulations listed at the end of this section. These regulations conform to Rules of the Oklahoma Secondary School Activities Association (OSSAA).

**A student must be present in all classes the day an activity is scheduled; or if the activity is schedule; or if the activity is scheduled on a weekend or holiday, or is an all-day activity, a student must have been present the preceding school day. Any exceptions to this policy must be approved by the building principal.**

The board of education shall appoint, at the beginning of the school year, an Internal Activities Review Committee. This committee shall be responsible for reviewing and recommending any deviation of the activities policy to the local board of education. Any deviation from the ten (10) days absence rule shall not exceed five (5) days.

A student must be maintaining a “passing grade” in classes to be missed while participating in an activity during the school day. A weekly eligibility list of students will be made available at the end of each week through the registrar’s office.

\*Regulations of OSSAA Rule 3– Scholastic Eligibility

Section 1 – Semester Grades

- A student must have received a passing grade in any five (5) subjects counted for graduation in which he/she was enrolled during the last semester he/she attended fifteen (15) or more days.

- If a student does not meet the minimum scholastic standard, he/she will not be eligible to participate during the first six (6) weeks of the next semester he/she attends.
- A student who does not meet the above minimum scholastic standard may regain his/her eligibility by achieving passing grades in all subjects in which he/she is enrolled at the end of a six (6) week period.

## Section 2 – Student Eligibility

### During a Semester

- Scholastic eligibility for students will be checked at the end of the third week (during the fourth week) of a semester and each succeeding week thereafter.
- A student must be passing in all subjects in which he/she is enrolled during a semester. If a student is not passing all subjects in whom he/she is enrolled at the end of the week, he/she will be placed on probation for the next one (1) week period. If a student is still failing one or more classes at the end of his/her probationary one (1) week period, he/she will be ineligible to participate during the next one (1) week period. The ineligibility periods will begin on Monday and end on Sunday.
- A student who has lost eligibility under this provision must regain passing grades in all of his/her classes in order to regain eligibility. A student regains eligibility under Rule 3 with the first class of the new one (1) week period (Monday through Sunday).

### Section 3 – Special Provisions

- An ineligible student who changes schools during a semester will not be eligible at the new school for a minimum period of three (3) weeks. A student may regain his/her eligibility by achieving the scholastic standard in Rule 3, Section 2-b at the end of a three (3) week period.
- Incomplete grades will be considered to be the same as failing grades in determining scholastic eligibility. School administrators are authorized to make an exception to this provision (Rule 3, Section 3-c) if the incomplete grade was caused by an unanticipated hardship. (Examples of such hardships would be illness, injury, death in family and natural disaster) OSSAA Board policy allows a maximum of two (2) weeks to apply for this exception.
- One summer school credit earned in an Oklahoma State Department of Education accredited program may be used to meet the requirements of Rule 3, Section 1a for the end of the spring semester.
- NMS will run eligibility checks on Thursday at 4:00 p.m. The period of ineligibility will always begin the Monday following the day eligibility is checked.

## **ACTIVITY TRIPS**

Activity trips are an extension of the school program and school day. All rules and standards of Newcastle Public Schools are applicable during activity trips. Behavior must be exemplary on all trips. It is important that you represent your school, your family, and most importantly, yourself, in a positive way! Students should make every effort to collect and complete assignments before leaving for an activity trip. In the event that this does not happen, students should check with their teacher the following day to make arrangements to complete all missing work.

## **AIDES (TEACHER/OFFICE/LIBRARY)**

A student may qualify for being an aide if he/she meets the following criteria:

1. The student must have a minimum 2.50 weighted grade-point average and be approved by the receiving supervisor as well as the building principal.
2. The student must have no serious disciplinary action on his record, i.e. ISD or OSS. (Being placed in ISD or being suspended out of school may be grounds for being removed from the aide position and being placed in an alternate setting.)
3. The student must agree to follow directions and abide by the school tardy and attendance policy.
4. Students will receive a grade for serving as an office aide.

5. A student may serve as an aide only one period during the school day.
6. The grade will be based largely on effort, attitude, attendance, punctuality, and the ability to follow school policies and procedures.

## **ANNOUNCEMENTS**

Announcements are distributed through e-mail to all classrooms and announced over the intercom daily. Only those announcements approved by the principal and submitted by 3:30pm the previous day will be included in the daily bulletin. The Pledge of Allegiance and Moment of Silence shall be included as part of the announcements.

## **ASBESTOS NOTIFICATION**

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

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

Sincerely,



Tony O'Brien  
Superintendent

## **ASSAULT OR BATTERY OF SCHOOL PERSONNEL**

Any student who commits assault, battery, or assault and battery on any school personnel who is in the performance of assigned duties including extra-curricular activities, shall be removed from the personnel's assigned duty area, classroom and/or extra-curricular activity pending investigation by certified administrative personnel. Any student with a current IEP shall begin the procedure with a placement committee meeting.

1. A student so removed shall not be readmitted until the investigation is concluded.
2. A student so removed shall not be readmitted to the teacher's class and/or extra-curricular activity without a conference between the school personnel, parent or guardian and the administrative personnel doing the investigation.
3. When battery or assault on school personnel has been substantiated the student shall not be readmitted to the area where the incident occurred, and/or the extra-curricular assignment without the consent of the administration and the personnel involved.

4. When the investigative administrative personnel have determined that a student is guilty of a battery or assault and battery on school personnel that student shall be suspended from the school for not less than 10 school days and not more than one calendar year.

## **ATTENDANCE**

According to the Oklahoma School Code, any person having control of a child between five (5) and eighteen (18) years of age is required to compel that child to attend school. Failure to do so may result in fines and/or imprisonment. Attendance is important. Newcastle Public Schools are required by state law to keep an accurate record of attendance and reasons for absence. Attendance records are updated daily.

**Middle School times are 7:40 AM - 3:25 PM. Doors open for student drop off at 7:25 AM.**

### **Attendance Reporting Procedure**

Parents/legal guardians are asked to call the attendance office whenever their son/daughter is absent to verify the absence. Attendance office phones have 24-hour voice mail. If a call is impossible, a note should be sent with the student upon his/her return to school and given to the attendance secretary upon the student's arrival on campus or the parent/guardian should contact the attendance secretary through email.

**If a parent/guardian contact is not received within 48 hours of the absence, the absence will be considered unverified.**

### **Attendance Codes**

The following codes may appear on a printout of your student's attendance or when you access your student's information online:

#### **Unverified Absence Codes:**

UVA (unverified absent)  
TRU (Truant)

#### **Verified Absence Codes:**

VA (verified absence); AM (verified absence with medical documentation); AA (activity); FT (field trip); LG (legal); TST (testing); CV (college visit); ISR (in school restriction); OFF (office); HB (homebound); QA (absence due to a state qualifying event); FUN (funeral).

#### **Tardy Codes:**

TU (unverified tardy); TE (verified tardy)

### **Activity Absence**

Refer to "Activity Eligibility and Regulation Section" in this handbook.

### **Activity Absence for Spectators at Eliminating State Tournament Rounds**

1. Only activities that are eliminating state final rounds can qualify for a spectator school activity absence.
2. Parents can call to check out their students with a verified absence.
3. Students must arrive at the event prior to the start time of the game or activity.
4. Students must sign-in with the acting administrator at the activity before the activity begins and sign out after the game (if required by acting administrator).
5. Students must stay the entire length of the activity.

6. The day following the eliminating event, the acting administrator will turn in the sign in sheet from the activity, and the verified absence will be changed to a school activity for the hours (classes) that have been verified to have been missed due to the activity.
7. Students must be passing all classes and be in good standing with attendance (may not be in a no credit situation.).
8. All activity requirements must be met to qualify for the activity absence

### **Early Dismissal/Late Arrival**

According to state law, students shall not be excused from school once they have arrived unless parent permission is granted. Contact by parent/guardian to the attendance office is required prior to early dismissal. An electronic message from a parent/guardian to a student does not constitute permission to leave a classroom for early dismissal. Early dismissals will be sent to the classroom except for certain circumstances (example: exam days, assemblies). The dismissal slip will allow the student to leave class at the time requested. Before leaving the building, the student must sign out through the attendance office or main office. If students return to school during the day, they must sign in and have the dismissal slip signed by the attendance secretary. Students arriving to class later than 10 min. are considered absent and are to report to the attendance office, sign in, and receive a pass to class. If a student checks out early from a class period, the student will be counted absent if he or she misses more than half of the class period. Parents are encouraged to contact the attendance office. A student who does not check out (which includes prior parental permission AND signing out in the office) prior to leaving school anytime during the school day will be disciplined for truancy.

### **Penalty for Excessive Absences**

A student will NOT receive credit for a course if he/she is in excess of eight (8) absences coded as UVA, VA. If a student exceeds the eight (8) absences per class, a No Credit (NC) may be posted in place of a letter grade.

A written appeal concerning attendance must be made to the Appeal Committee within four (4) days prior to the end of the current semester. The appeal form is located on the Middle School website. Instructions for the process of submitting the form to the Appeal Committee is located on the form. Doctors' notes should be submitted to the attendance office throughout the semester. Original doctor's notes or other documentation should be kept for your own records. An appeal committee consisting of an administrator, teacher(s), and counselor will review the merits of the appeal and submit a final decision to the site principal. The decision of the committee is final.

### **Verified Absence with Medical Documentation (AM)**

The AM code will be used for the following reasons:

- A doctor's note was provided to the attendance office.
- The absence was related to a student's medical disability as documented on the students 504 plan or IEP. It is the responsibility of the parent/guardian to communicate the reason for the absence to the attendance office.

### **Tardiness**

Being late to class is disruptive to the educational process. Students are expected to be in their assigned classroom or location when the tardy bell rings.

Any student who arrives late to school must report to the office for admission. All other tardiness would be classified as an unexcused tardy. Any student who is detained by the office or a teacher should ask for a note to his/her next teacher so he/she will not be counted tardy.

Teachers will inform students each time they are late to class and record the tardy in Infinite Campus. Tardies will be cumulative for each semester.

- 1st Tardy: Warning
- 2nd Tardy: Parent contact by teacher
- 3rd Tardy: Detention and parent contact by teacher
- 4th and each successive tardy: student is referred to the appropriate administrator.
- Failure to show for an assigned detention will result in an extra day of detention. Failure to show again for an assigned detention will result in the student being sent to the appropriate administrator.

Students missing more than 10 minutes of any class period are recorded absent for that class.

### **Unverified Absences**

Educational programs are built on the foundation of continuity of instruction and participation in the classroom setting. Consistent classroom attendance can lead to the development of strong work habits, responsibility, and self-discipline. Because attendance also has a definite correlation to academic performance, the quality of a student's education suffers when he/she is absent from class. Students are encouraged to maintain regular attendance. A truancy occurs when a student is absent from class and no verified excuse has been provided by a parent or guardian as to the student's whereabouts. An unverified absence (UVA) is considered a truancy. Examples are as follows:

- Leaving campus after having once arrived without properly signing out in the attendance office.
- Failure of parents to notify school official of a student's absence.
- Leaving class without permission.
- Leaving class and not reporting to designated place.
- Erroneous phone calls to have a student dismissed from class.
- Other fraudulent attempts to be absent from school not covered in this definition.

Violators may be referred to the site administrator for disciplinary action that may include detention, suspension or other consequences. Any student or students participating in an unauthorized skip day or walk out will be subject to the regulation covering truancy and/or referred to the district attorney.

If a child is absent without valid excuse four (4) or more days or parts of days within a nine-week period or is absent without valid excuse for eight (8) or more days or parts of days within a semester, the attendance officer shall notify the parent, guardian, or custodian of the child and immediately report such absences to the McLain County District Attorney for juvenile proceedings pursuant to Title 10 of the Oklahoma Statutes.

## **ASSIGNMENTS MISSED DURING ABSENCE**

### **Assignments Missed Due to a VERIFIED Absence(s)**

Students are encouraged to make up any work missed due to an absence. In general, students will be granted one school day for each school day missed. Students are responsible for acquiring, completing, and turning in any work missed to the teacher within the determined time period. Any student who chooses not to complete missed assignments within five days of returning to school will receive a score of "0" for those assignments. Projects, reports, and tests which are known prior to an absence are expected to be turned in and/or taken upon the student's return to school. Exceptions may be granted due to the extent and/or nature of the absence or the specific classwork missed. Students are encouraged to talk with their teachers.

### **Assignments Missed Due to an Extended Absence**

If students anticipate their absence will go beyond **FOUR** school days, they may request missed work through the Main Office. Requests for homework assignments should be made by 8:30 a.m. and will be available for pick up the following day. Any student who chooses not to complete missed assignments within five days of returning to school will receive a score of “0” for those assignments. Exceptions may be granted due to the extent and/or nature of the absence or the specific classwork missed.

### **Assignments Missed Due to a School Activity Absence**

Students should make every effort to complete work in advance; however, time given to make up this work should not exceed the corresponding time the student was gone. Assignments should be completed following the same guidelines as verified absences.

## **ASSEMBLIES**

Assemblies provide Newcastle students with opportunities to demonstrate the courtesy, cooperation and consideration that they have been taught at school and at home. There are always outside visitors at our assembly programs, and it is a credit to the student body when they are able to comment on the courtesy of the students toward speakers, performers and visitors. **Students acting disrespectfully or inappropriately will be removed from an assembly and will be subject to disciplinary action.** All assemblies will be either educational or to help develop school pride and spirit. Therefore, **all students and teachers are required to attend.**

## **BULLYING, INTIMIDATION, HARASSMENT**

According to Oklahoma State Law 70 O.S. 20015, bullying, harassment, and intimidation are specifically prohibited “at school.”

“Harassment, intimidation, and bullying” means any gesture, written or verbal expression, electronic communication, or physical act that a reasonable person should know will harm another student, damage another student’s property, place another student in reasonable fear of harm to the student’s person or damage to the student’s property, or insult or demean any student or group of students in such a way as to disrupt or interfere with the school’s educational mission or the education of any student. “Harassment, intimidation, and bullying” include, but are not limited to, a gesture or written, verbal, or physical acts, or electronic communications. Harassment is intimidation by threats of or actual physical violence; the creation by whatever means of a climate of hostility or intimidation; or the use of language, conduct, or symbols in such manner as to be commonly understood to convey hatred, contempt, or prejudice or to have the effect of insulting or stigmatizing an individual. Harassment includes but is not limited to harassment on the basis of race, sex, creed, color, national origin, religion, marital status, or disability.

Harassment, intimidation and bullying set forth above may include, but is not limited to the following:

1. Verbal, physical, or written harassment or abuse;
2. Repeated remarks of a demeaning nature;
3. Implied or explicit threats concerning one’s grades, achievements, etc.;
4. Demeaning jokes, stories, or activities directed at the student;

5. Unwelcome physical contact.
6. The communication of any written, verbal, or pictorial information by means of an electronic device, including, but not limited to, a telephone, cellular telephone or other wireless telecommunication device, or a computer.

This policy is in effect while the students are on school grounds, in school transportation, or attending school-sponsored activities or school-sanctioned events, and while away from school grounds if the misconduct directly affects the good order, efficient management, and welfare of the school district. Parents and students are encouraged to use the Safe Schools hotline (1-877-SAFECALL) as appropriate, as well as report incidents of bullying to the school counselor and/or the building principals. Parents and students are also encouraged to make copies and keep records of any written or electronic incidents of bullying to support the school and our efforts to effectively address and prevent bullying in Newcastle Public Schools. Students may also pick up a form to document bullying, whether as a witness or as a victim, in both the counseling office and the library. When completed, this form may then be turned into the counseling office.

The following is a basic bullying step-by-step plan:

1. Stop all contact with the student who you feel threatened by.
2. Move away from situation if another situation arises.
3. Immediately report danger to nearest school official or law enforcement agency if necessary.
4. Contact your parents to let them know about the situation
5. Provide evidence and statements to the Middle School principal as soon as possible.
6. Do not retaliate physically or through social media, but allow due process to take its course.

## **BUS PROCEDURES**

**School bus transportation is a privilege that may be withdrawn for inappropriate behavior.** A student is to ride the bus to which he/she is assigned. Students will be allowed off the bus only at school, home, and locations requested in writing by parents. **The bus driver is in complete charge of the bus and its occupants at all times.** Students riding the bus **MUST** comply with the request of the driver. Please review the bus procedures listed below:

- I. Prior to Loading (on the road and at school)
  1. Be on time at the designated school bus stops – keep the bus on schedule.
  2. Stay off the road at all times while waiting for the bus.
  3. Bus riders conduct themselves in a safe manner while waiting.
  4. Wait until the bus comes to a complete stop before attempting to enter.
  5. Be careful in approaching bus stops.
  6. Bus riders are not permitted to move toward the bus at the school loading zone until the bus has been brought to a complete stop.
  
- II While on the Bus
  1. Keep hands and head inside the bus at all times after entering and until leaving the bus.
  2. Assist in keeping the bus safe and sanitary at all times.
  3. Avoid loud talking and laughing or unnecessary confusion diverts the driver's attention and may result in a serious accident.
  4. Treat bus equipment as you would valuable furniture in your own home. Damage to seats, etc., must be paid for by the offender.
  5. Bus riders should never tamper with the bus or any of its equipment.
  6. Leave no books, lunches, or other articles on bus.
  7. Keep books, packages, coats, and all other objects out of the aisles.
  8. Help look after the safety and comfort of small children.
  9. Do not throw anything out of the bus window.

10. Bus riders are not permitted to leave their seats while the bus is in motion.
11. Horse-play is not permitted around or on the school bus.
12. Bus riders are expected to be courteous to fellow pupils, the bus driver, and the patrol officers or driver's assistants.
13. Keep quiet when approaching a railroad-crossing stop.
14. In case of a road emergency, children are to remain in the bus, unless instructed by the driver to exit the bus.
15. All rules of the regular school day apply to the bus.

### III After Leaving the Bus

1. When crossing the road, go at least ten feet in front of the bus, stop, check traffic, and watch for bus driver's signal, then cross the road.
2. Students living on right side of the road, should immediately leave bus and stay clear of traffic
3. Help look after the safety of small children
4. The driver will not discharge riders at places other than the regular bus stop, except, by proper authorization from the parent or school official.

### IV Extra-Curricular Trips

1. The above rules and regulations will apply to any trip under school sponsorship.
2. Pupils *will* respect a *chaperone* appointed by the school officials.

### V Consequences for Misbehavior on the Bus

1. 1st Bus referral - School based punishment, parent contact, and assigned seat at the driver's discretion.
2. 2nd Bus referral - 5 Days of bus suspension.
3. 3rd Bus referral - 10 Days of bus suspension
4. 4th Bus referral - Suspension for the remainder of the semester or longer as deemed necessary by administration.

Severe Violations: Students who severely misbehave, directly jeopardize the safe operation of the school bus, or directly challenge the authority of the driver or other school official will lose their riding privileges without receiving warnings. Vandalism, fighting, failure to cooperate with the driver, abusive language or gestures directed toward school personnel, possession or use of drugs, alcohol or weapons, or any other violations that affect safety will be dealt as severe violations.

## **CELL PHONES/WIRELESS DEVICES**

Newcastle Middle School promotes an environment for instructional learning that is safe and secure. Students are urged to practice mature and responsible cell phone usage. Students causing a disruption by using their cell phones and/or other wireless device inappropriately may be subject to a referral to the appropriate administrator. Newcastle Middle School is not responsible for lost, stolen, or damaged personal devices.

## **CHEATING/ACADEMIC DISHONESTY**

In an academic institution, dishonesty serves to undermine the academic and intellectual integrity of the school and everything education stands for. Cheating will be considered the act or intent of gaining or giving knowledge or information for an assignment or test answer by fraudulent means. Examples of cheating and academic dishonesty may include, but are certainly not limited to, the following:

- Presenting the work of another person as your own

- Copying information from another student’s test, examination, theme, book report, homework, notebook, etc., unless specifically given permission by the teacher to do so. Teachers should provide clear guidance in regards to their expectations for group work and group projects.
- Plagiarism- using another person’s ideas, expressions, or words as your own without giving the original author credit
- Preparing to cheat- Examples of this may include: having in your possession a copy of a test or assignment to be given or having been given by a teacher, using a textbook notes or other materials without permission during a test or examination, and talking during a quiz, test, or examination.
- Not following test procedures or instructions given by your teacher or test administrator
- Providing another student with information that allows them to cheat, or otherwise provides an unfair advantage over other students (Example: Picture taking with cell phones)

The penalty for cheating on an assignment or test will be as follows:

- The teacher will inform the student of the incident, and the student may earn zeros for all work related to the cheating incident. Parent will be contacted by the teacher.
- All instances of Academic Dishonesty/Cheating will result in a discipline referral to the appropriate administrator.

**It is important to also note that some school organizations may have additional consequences for cheating, depending on their constitution or bylaws.**

## **CHECK OUT PROCEDURES**

No student may leave school except at regular dismissal time without checking out through the office. If the student knows in advance that he needs to leave school, a parent must phone or come by the office to check out the student. **A student who does not check out (which includes prior parental permission AND signing out in the office) prior to leaving school anytime during the school day will be disciplined for truancy.** No student will be allowed to leave school unless a parent has been contacted. Also, during the lunch times, a **student’s parent** must be the one to physically check the student out in the office, unless it can be verified the student is leaving for the rest of the day or attending a doctor or other legal appointment. Checking out students over the phone during the lunch times is otherwise prohibited.

## **CHILD NUTRITION**

1. Breakfast is served beginning at 7:20 in the school cafeteria. There is a grab-and-go breakfast served between 1<sup>st</sup> and 2<sup>nd</sup> hours for students that were unable to eat breakfast before school.
2. There are 3 lunch times and students will generally eat lunch with their grade level.
3. The prices for meals are as follows:  
 Student Breakfast: \$1.50  
 Student Lunch: \$2.75  
 Adult Breakfast: \$1.75  
 Adult Lunch: \$3.75
4. Money may be added to a student’s account by check/cash in the cafeteria or online through the gradebook portal.
5. Students that do not have adequate funds for a meal that day will be provided a substitute meal.

6. If a student was on free or reduced lunches last year, a new application must be filled out and submitted to maintain free and reduced status. Applications may be submitted at any time during the school year.

## **CITIZENSHIP**

It is each student's responsibility to display qualities of good citizenship. Your best conduct is expected everywhere you go. Newcastle Public Schools promote the application of the concepts of honesty, morality, and courtesy. The values, history and traditions, and the applications of the United States and the Oklahoma Constitutions will be taught and practiced.

## **CITATIONS/TICKETS**

When school officials and/or law enforcement authorities deem necessary, a student may be issued a municipal or county citation. Citations could be issued for trespassing, truancy, tobacco, vape possession/use, alcohol, drugs, profanity, assault, fighting, harassment and creating a disturbance among other rule(s) violations. While this is certainly a last resort, it is important to know that this is an option, should it be deemed necessary.

## **CLOSED CAMPUS**

Students must adhere to a closed campus policy. **Students are not allowed to leave without properly checking out in the office. Checking out includes both signing out and the office being made aware by the parent/guardian, in advance, of the need for the student to check out. During the lunch times, a student's parent must be the one to physically check the student out in the office, unless it can be verified the student is leaving for the rest of the day or attending a doctor or other legal appointment. Checking out students over the phone during the lunch times is otherwise prohibited.**

## **CLUBS AND ORGANIZATIONS**

Newcastle Public Schools offer a variety of clubs, both curricular and extracurricular. According to HB 1826, it is the responsibility of the parent to notify the school in writing if he or she wishes for their child to NOT participate in any of the clubs associated with our schools.

Current Clubs and Organizations at Newcastle Middle School:  
Academic Team, Archery, Honor Society, Pit Crew, and STUCO

## **CONDUCT AND COURTESY**

Courtesy and good manners should be the key to a student's conduct at school. A good attitude toward teachers and fellow students will make school enjoyable for all.

Students are expected to have respect for school property and to take good care of books, desks, and other furniture and equipment. Students/parents will reimburse the School for any damages caused by a student.

## **DISCIPLINE AND STUDENT BEHAVIOR**

Implied Authority, as defined by state law, allows a school district to exercise those powers necessarily implied, or delegated by law to any other agency or official. The teacher or administrator shall have the same right as a parent or guardian to control and discipline a child while the child is in attendance in school, in school vehicles to or from the school, or while attending or participating in any school function authorized by the school district. This may include the right to apply

necessary and reasonable force when students, staff, or administration are faced with possible personal or property injury.

All students enrolled in Newcastle Public Schools will be expected to abide by the rules and regulations set forth by the administration, teachers and the board of education while in attendance at school-sponsored activities, or while being transported to or from school or school-sponsored activities in district-owned transportation equipment. Any student who disobeys the rules or shows disrespect for any teacher and/or school property will be subject to disciplinary action. The disciplinary action taken will depend on the severity of the violation and the number of violations.

The school district, in order to provide quality education for all of its students, will not tolerate disruptive acts that would interfere with the learning environment of the school or the safety of its students. Furthermore, damaging of school property will not be tolerated. Students, while enrolled in this district, shall be under the supervision of and accountable to school personnel. The supervision shall include:

- going directly to and from school
- attendance of a school sponsored activity in the district or involving the district's schools (away from the district)
- going to and from district activity
- in-transit time to activities on school transportation

Consideration will be given to alternative methods of punishment or consequences to insure the most effective discipline is administered in each case. In all disciplinary action, the administration shall be mindful of the fact that we are dealing with individual personalities. The administration shall consider consultation with parents on discipline measures that might prove the most effective in particular circumstances.

## **DISRUPTIVE OR INTERFERING BEHAVIOR**

A disruptive or interfering act shall be defined as, but not limited to, inciting, encouraging, promoting, or participating in activities, which interfere with the due process of the educational program of the school. The following are examples of behavior that will constitute disruptive activities:

1. demonstrations
2. sit-ins
3. walk-outs
4. blockages
5. group violence
6. disrespect or disobedience to school personnel
7. **harassing, hazing, threatening, intimidating, bullying, or verbally abusing another person, including any gesture, written or verbal expression, or physical act that a reasonable person should know will harm another person, damage another's property, or insult or demean another in such a way as to disrupt or interfere with the District's educational mission**
8. the use of obscene, lewd or profane language (visual and/or auditory)
9. fighting
10. disruptive publications and/or social media posts
11. theft or inappropriate use of personal or school property
12. possession or use of drugs, alcohol or weapons
13. possession or use of tobacco, vapes, and vape products by minors
14. failure to make reasonable attempt at course work
15. assault and battery.

Administrative response to student misconduct is a matter directly influencing the morale of the entire student body. As such, all student discipline will be based on a careful assessment of the circumstances surrounding each infraction (i.e. the student's attitude, the seriousness of the offense, and its potential effect on other students).

## **DETENTION AND IN-SCHOOL INTERVENTION (ISI)**

Principals use detention as a disciplinary action. This is a mandatory STUDY TIME; therefore, all students must bring homework or study materials to detention. Students will be asked to do additional assignments as well. **Failure to attend detention at the appointed time may result in ISI. The student will also be required to fulfill their original detention obligation after the completion of the ISI**

*Detention and/or ISI may be assigned for, but not limited to, the following reasons:*

1. Tardiness to school or class.
2. Failure to report to assigned class.
3. Truancy.
4. Behavior which interrupts the education process of other students.
5. Miscellaneous offenses handled by the principal.
6. Incomplete work.
7. Lack of motivation or effort shown in the classroom.
8. Talking in cafeteria line.
9. Failure to have needed materials for class (books, notebook, paper, pencils, etc.)

**Students assigned to ISI will not be allowed to participate in any extra-curricular activities or attend school related functions on any day in which they are in ISI. This includes the weekend, should a student be in ISI on a consecutive Friday and Monday.**

## **DIRECTORY INFORMATION UNDER FERPA**

See Newcastle Board of Education policies for details concerning directory information.

## **DISTRIBUTION OF MATERIALS ON CAMPUS**

Distribution of materials of any kind (other than those being distributed by the school) are not to disrupt the educational process in any way and must meet the guidelines as established by the state and federal court system. All posted items must be approved in advance by the building administration.

## **DRESS CODE**

**Standards of Dress:** The following standards of dress are required of all students while attending school or participating in school activities. It is hoped that a minimum amount of time and effort is spent on enforcement; however, it is the responsibility of the student and the parent to adhere to these guidelines. Exceptions to this policy are at the discretion of the building principal. There may be clothing, hairstyles, and/or accessories not specifically

addressed herein that might be so disruptive to the education process that the building principal may need to take immediate corrective action. In those case requiring such action, the building principal may act immediately.

**General Guidelines:**

- A. Modesty will be the dominant feature in all clothing.
- B. Clothing must be clean and safe.
- C. Clothing, hairstyles and/or accessories must not be revealing, disruptive or distract from the educational process in any way.
- D. Clothing must not be derogatory to any individual, group, or institution, including hate-group messages.
- E. All students are required to wear clothing including shoes which are safe and appropriate for school activities.
- F. Hair is to be well-groomed and clean.
- G. Shorts, dresses or skirts no shorter than the middle of the thigh (no tears, cuts or holes in garments above this area are acceptable).

**Unacceptable Clothing and Accessories:**

- A. Spaghetti straps and shirts that do not cover the tops of the shoulders
- B. Low-cut shirts or blouses; shirts which expose the midriff, partial or full back; and pants, skirts or other clothing which expose the midriff.
- C. Any clothing that reveals undergarments.
- D. Slacks, pants or shorts worn below the hip.
- E. Caps, hats, hoods or other head covering in the building.
- F. Clothing, tattoos, and or accessories which carry messages either written or suggesting the promotion of illegal substances including but not limited to, drugs, alcohol, tobacco products; vulgar language, sex, violence, gang-related affiliation or other symbols that detract from the learning environment.
- G. Gang-related attire.
- H. Bedroom attire (pajamas, lounge pants, slippers, blankets, etc.)
- I. Cleated shoes.
- J. Sunglasses

Any student deemed in violation of the dress code will be required to find clothing that meets the code or will be sent home to correct the situation and will be considered absent. Failure to comply will be grounds for disciplinary action.

**DRUG AND ALCOHOL POLICY**

Students are prohibited from engaging in the following conduct or activities:

- Smoking, using, and/or possessing tobacco, including vapes and vaping liquid;
- Using, consuming, possessing, or being under the influence of, selling, transferring, distributing, or bartering any alcoholic beverage or low-point beer as defined by state law;
- Using, consuming, possessing or being under the influence of, selling, transferring, distributing, or bartering any narcotic drug, stimulant, barbiturate, depressant, hallucinogenic, opiate, inhalant, counterfeit drug, or any other controlled dangerous substance which is capable of being ingested, inhaled, or absorbed into the body and affecting the central nervous system, vision, hearing, or other sensory or motor function;
- Using, possessing, selling, transferring, distributing, or bartering any drug paraphernalia.

“Presenting” a substance as an illegal or prohibited substance will also be considered a violation of this policy. Violation of the above policy is likely to result in disciplinary action, to include, but not limited to, out of school suspension and the involvement of law enforcement personnel.

## **FERPA RIGHTS NOTIFICATION**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age (“eligible students”) certain rights with respect to the student’s education records. These rights are:

- (1) The right to inspect and review the student’s education records within 45 days of the day Newcastle Schools receives a request for access. The Parents or eligible students should submit to the School Principal a written request that identifies the record(s) they wish to inspect. The Principal will make arrangements for access and notify the parents or eligible student of the time and place where the records may be inspected.
- (2) The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask Newcastle Schools to amend a record that they believe is inaccurate or misleading. They should write the School Principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent or eligible student, Newcastle Schools will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
- (3) The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by Newcastle Schools as an administrator, supervisor, instructor, or support staff member including health or medical staff and law enforcement unit personnel; a person serving on the Newcastle School Board; or a person or company with whom Newcastle Schools has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist). A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, Newcastle School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.
- (4) The right to file a complaint with the U. S. Department of Education concerning alleged failures by Newcastle Schools to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
U. S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-4605

## **GRADE REPORTING**

Report cards can be viewed electronically through Infinite Campus at the end of each semester. Print copies can be requested through the office.

Parents are strongly encouraged to keep up with their child's academic progress through our online grading program. **Application forms for access rights are available in the office, on our district web-site at [www.newcastle.k12.ok.us](http://www.newcastle.k12.ok.us), and by contacting the school counselor.**

## **GUIDANCE COUNSELOR**

Guidance services are available for every student in the school. These services include assistance with educational planning, interpretation of test scores, career information, study tips, help with home, school and/or social concerns, or any question the student may feel he would like to discuss with the counselor. Appointments can be made by contacting the counseling office.

Please visit the following site for continually updated graduation requirements:  
<http://ok.gov/sde/oklahoma-high-school-graduation-requirements>

## **GYMNASIUM CARE**

NO food or drinks are allowed on the gym floor and only gym shoes may be worn on the floor.

## **HONOR ROLL**

Students with all A's will qualify for the Superintendent's Honor Roll. Students with all A's and B's will qualify for the principal's honor roll. This honor is based on semester grades only.

## **ACCELERATED CLASSES**

All students are encouraged to challenge themselves by participating in honors level courses. While we encourage all students to participate in "accelerated", it is important that both parents and students realize these classes may require a substantial amount of time outside of class, including studying, homework, projects, readings, etc.

## **IMMUNIZATIONS, ILLNESS AND ACCIDENTS**

**Oklahoma law requires students meet certain immunization requirements to be eligible to attend school. If these requirements are not met, the student will not be allowed to attend school.** If the student develops an illness after reaching school, an attempt will be made to notify the parent. The school does not diagnose diseases and gives no internal medicine, including aspirin. In case of severe injury or broken bones, parents or a doctor will be notified immediately. The school will administer only emergency first aid in case of injury. Based on the severity of the injury, 911 will be called without parent approval.

Title 70, Section 1210.191, Oklahoma Statutes, 1970 requires that parents or guardians of all minor children in grades kindergarten through the twelfth grade for all public, parochial, or private schools in the State of Oklahoma, present a certified copy of required immunizations upon school entry. To be in compliance with this law, students must present proof of (5) doses DPT/DTaP/Td/Tdap, (4) doses Polio, (2) doses of MMR, a (2 or 3) dose series of Hepatitis B vaccine, (2) dose series of Hepatitis A, and (1) dose of Varicella. No minor child shall be admitted to any public, private, or parochial school operating in Oklahoma unless the parent or guardian can present to the appropriate school authorities certification from a licensed physician or the appropriate public health authorities that such child has received or is in the process of receiving immunizations required for school entry. For more information, visit <http://imm.health.ok.gov>.

## **INFORMATION CHANGES**

**If any information on your child's enrollment card changes during the school year, let us know immediately.** It is imperative that we be able to reach you in case of emergency. Parents, please make sure that the contact information that we have on file is current and correct. Having

the correct information also improves our ability to communicate with you through mailings, phone calls, and emails.

## **INTERNET ACCESS AND ACCEPTABLE USE POLICY**

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

The District makes no warranties of any kind, either express or implied, regarding the Internet access being provided. The District shall not be responsible for any damages users suffer, including but not limited to loss of data resulting from delays or interruptions in service. Nor shall the District be liable for the accuracy, nature, or quality of information stored on District's computer equipment or of information gathered through Internet access provided by the District. However, the Administration shall develop, implement, and maintain regulations and forms to restrict the use of the District's computers and Internet access to legitimate and acceptable purposes and to regulate students' and employees' privilege of access and use. The District shall install and operate computer software programs which restrict access to certain materials, such as material which depicts nudity, sex, sexual acts, excretion, and exhibition of genitals and which, taken as a whole, lacks serious literary, artistic, political, or scientific values. Students who are granted access to the Internet shall receive instruction regarding safety and security when using electronic mail, chat rooms, and other forms of direct electronic communications and the disclosure, use, or dissemination of personally identifiable information.

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

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

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

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

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

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

**Internet-based Instruction:** The District may allow students to complete required course work through Internet-based courses in accordance with Oklahoma law, the rules, regulations, and/or guidelines adopted by the State Board of Education, and this policy. Students enrolled in Internet-based courses must participate in the Oklahoma School Testing Program. Test results for students enrolled in Internet-based courses must be disaggregated and reported.

The District authorizes any full-time student of the District to enroll in an approved Internet-based course offered by the District provided the course is determined to be appropriate for the student. The following criteria will be used to determine the appropriateness of Internet-based course work for a particular student:

1. Recommendation by the student's teacher(s) that the student possesses the ability to work on his/her own;
2. The student has completed all prerequisites for the course as if it were offered through the District's traditional class offerings;
3. The course will provide a means for the student to advance but is not a means for acceleration of a student's graduation date; and
4. The student is either suspended out-of-school or is in need of remediation.

All Internet-based courses must be approved by the Board prior to enrollment by students. The District shall use the following criteria to determine whether an Internet-based courses is approved for enrollment of students:

1. Teacher is certified to teach the course and trained in methodology and technical aspects of Internet-based instruction;
2. The course is aligned with Priority Academic Student Skills/ Common Core requirements;
3. A plan for monitoring and reporting student progress by the course instructor to the principal or principal's designee at least monthly with the final grade reported in time for inclusion on report cards/transcripts;
4. A course grading system that is compatible with the District's grading system and criteria;
5. Completion of the course must be within the school semester; and
6. The proposed Internet-based course is not duplicative of a course offered by the District.

Internet-based courses are not a means for students educated or enrolled elsewhere to enroll part-time in the District in order to take an Internet-based course. However, the District is authorized to enroll on a part-time basis for the purpose of utilizing Internet-based instruction students who have dropped out of school or who are or have been suspended. To be eligible, the student must have been enrolled in a public school in the state any time during the previous three (3) years.

Internet-based courses offered by a technology center and taught by a certified teacher and aligned with the appropriate Priority Academic Student Skills may be counted toward meeting the state graduation requirements with prior approval of the State Department of Education and the Board. Internet-based courses which contain integrated or embedded skills for which no Priority Academic Student Skills have been adopted may be approved by the Board if such courses incorporate national standards and are taught by certified teachers.

**Remote Internet-based Courses:** The District may allow for students to complete required course work through remote Internet-based courses in accordance with the rules, regulations, and/or guidelines adopted by the State Board of Education and this policy. However, students participating in remote Internet-based instruction will be required to provide their own equipment and Internet access and pay any associated fees, tuition, and/or expenses.

### **ITEMS PROHIBITED AT SCHOOL**

The following items are considered dangerous and strictly prohibited from school. Possession, sale, transmission, and/or use of these items may result in discipline, to include out of school suspension, depending on the severity and nature of the offense. Examples of these items include, but are not limited to:

- Firecrackers
- Stink, smoke, or snap bombs
- Matches or lighters
- Weapons of any type
- Firearms (including replicas, ammunition, paint balls or guns, projectiles, etc.)
- Incendiary or explosive devices
- Any objects used or portrayed in a violent manner
- Mace or Pepper Spray
- Vapes, vaping liquids, or e-cigarettes

Other prohibited items include:

- Toys
- Skateboards / Roller Skates
- Toy Guns or weapons
- Water Guns
- Sling Shot
- Laser pens or Laser Lights of any kind
- Miscellaneous items, such as, but not limited to: Liquid Paper, Slime, Whoopie cushions, Prank items, Inappropriate Magazines, Noisemakers of any type, Water Balloons, Invisible ink

\*No student may sell any item (candy or etc.) unless it is from an approved school fund-raising project for the middle school. No other school fund-raising projects are allowed. Disciplinary actions may result from sales which are not approved. If brought to school, such items will be impounded.

## **LIBRARY PROCEDURES**

The library will be opened at 7:45 am and remain open throughout the day, as well as after school for a short amount of time. Students are encouraged to use the library as much as possible. The library also has a webpage that can be accessed from our district website. Should a student need to visit the library during class time, the student should be given a hall pass from their current teacher. Upon arriving in the library, the student should check in immediately with the librarian to inform her of his or her particular needs. At no time is a student allowed to miss class and go to the library without permission and a pass from his or her current teacher. Students are responsible for all materials they check out from the library, and will be required to pay for materials that have been damaged or lost.

## **LOCKERS**

**Students are to use only the locker assigned to them.** All students are responsible for the condition, as well as the contents, of their lockers. The lockers will be issued to you when you enroll. Please keep your lockers closed. If you have any locker trouble, report it to the principal's office. **No sharing lockers! No key locks are allowed.** Students are strongly encouraged to purchase a combination lock for their own security. **The school is not responsible for lost or stolen items. Also, student lockers are subject to search at any time.**

## **MEDICAL TREATMENT**

Medication may be administered to students as prescribed by law. For purpose of this policy, medication or medicine includes prescription medication as well as over-the-counter medicines. Students may not retain possession of or self-administer any medication unless written permission is granted by the District as set forth below.

A student who has a legitimate health need for a medicine shall deliver the medicine to the school principal, or his designee, in its original container with written authorization of the student's parent of guardian for the administration of the medicine. The parent's authorization must identify the student, the medicine, and include or refer to the label for instructions on administration of the medicine. The medicine will be administered to the student only by the school principal or designee pursuant to the parent's instruction and the directions for use on the label or in the physician's prescription. **Forms for parental authorization of administration of medicines are available in the office of the building principal and on the school webpage.**

The school shall keep a record of the students to whom medicine is administered, the date of administration, the person who administered the medicine, and the name or type of medicine administered.

Minor cuts and abrasions will be cleaned and covered with a band-aid. **We are not allowed to use any type of spray or ointment. In case of serious injury or illness, we will make every effort to contact the parent or guardian.** We may also make the determination to call 911, should the situation warrant. The District is not responsible for any transportation and/or medical costs associated with emergency care.

**ALL MEDICATIONS, BOTH PRESCRIPTION AND OVER THE COUNTER, MUST BE BROUGHT TO THE OFFICE.** We will keep it on file for your student.

## **MEDICATION, SELF-ADMINISTRATION**

Pursuant to Oklahoma law, students may be allowed to carry and self-administer prescribed inhaled asthma medications and prescribed anaphylaxis medications according to the provisions of this policy. The District shall not incur any liability as a result of any injury arising from the self-administration of asthma or anaphylaxis medication by the student. If the requirements of this policy are fulfilled, a student diagnosed with asthma or anaphylaxis may possess and use his or her labeled asthma or anaphylaxis medication at all times. The student's parent or guardian shall:

- Provide the school with a written statement on the form prescribed by the Board of Education authorizing the self-administration of inhaled asthma or anaphylaxis medication.
- Provide the school with a written statement from the student's treating physician containing the following information:
  - That the student has asthma or anaphylaxis;
  - That the student is capable of and has been instructed in the proper method of self-administration of the student's asthma or anaphylaxis medication;
  - The name and purpose of the asthma or anaphylaxis medication;
  - The prescribed dosage;
  - The time or times at which and special circumstances, if any, under which the asthma or anaphylaxis medication is to be administered.
- Provide the school with an emergency supply of the student's asthma or anaphylaxis medication(s) to be administered pursuant to Oklahoma law by a school nurse or other authorized personnel.
- Provide the asthma or anaphylaxis medication to be carried by the student which is appropriately labeled, with a prescription label reflecting the following:
  - Student's name;
  - Prescription number;
  - Asthma or anaphylaxis medication name and dosage;
  - Method of administration and dosage;
  - Date of prescription and refill;
  - Licensed prescriber's name;
  - Pharmacy name, address and telephone number;
  - Name of pharmacist.

The authorization for self-administration of asthma and anaphylaxis medications from the parent or guardian and from the physician shall be kept on file in the office at the school site where the student is enrolled. The authorization for self-administration of asthma and anaphylaxis medication shall be effective only for the school year in which the authorization is submitted by the parent or guardian.

For the purpose of this policy, "asthma medication" and "anaphylaxis medication" shall mean a metered dose inhaler or a dry powder inhaler to alleviate asthmatic symptoms, prescribed by a physician and having an individual label, or an anaphylaxis medication used to treat anaphylaxis, including but not limited to Epinephrine injectors, prescribed by a physician and having an individual label. "Self-administration" shall mean a student's use of asthma or anaphylaxis medication pursuant to a prescription or written direction from a physician.

### **NOTICE OF NON-DISCRIMINATION**

Applicants for admission or employment, students, parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the Newcastle School District are hereby

notified that this District does not discriminate on the basis of race, color, national origin, sex, age, or disability in admission or access to, or treatment or employment in, its programs and activities. Any person having inquiries concerning Newcastle School's District compliance with the regulations is directed to contact.

**Ms. Angie Green  
101 North Main  
Newcastle, OK 73065  
(405) 387-6304**

This person has been designated as the Section 504 and Civil Rights Compliance Coordinator.

### **Screening**

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

#### (1) Educational Screening

Educational screening includes procedures for the identification of children who may have special learning needs and may be eligible for special educational and related services. Each school district in the State provides educational screening. No child shall be educationally screened whose parent or legal guardian has filed written objection with the local school district.

- Educational screening is implemented for all first grade students each school year.
- Second through twelfth grade students shall be screened as needed or upon request of the parent, legal guardian, or teacher.
- Students entering the public school system from another state or from within the state without previous educational screening, shall be educationally screened within 6 months from the date of such entry.

### **Evaluation**

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

## **NOTIFICATION OF RIGHTS UNDER THE PROTECTION OF PUPIL RIGHTS AMENDMENT (PPRA)**

Newcastle Public Schools has developed and adopted policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. Newcastle Public Schools will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. Newcastle Public Schools will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the

specific activity or survey. Newcastle Public Schools will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

\*Collection, disclosure, or use of personal information for marketing, sales, or other distribution.

\*Administration of any protected information survey not funded in whole or in part by ED.

\*Any non-emergency, invasive physical examination or screening as described above.

*Parents who believe their rights have been violated may file a complaint with:*

Family Policy Compliance Office

U.S. Department of Education

400 Maryland Avenue, SW

Washington, D.C. 20202

## **PARENT/TEACHER CONFERENCES**

Every parent is encouraged to know about their child's classroom performance and to become acquainted with his or her teachers. We urge you to contact your child's teacher and schedule a conference at a mutually convenient time. Teachers will **NOT** be pulled away from their teaching responsibilities for an unscheduled conference.

Parent-Teacher conference days are listed on the school calendar. Please try to take advantage of this opportunity.

## **PUBLIC DISPLAY OF AFFECTION**

No inappropriate displays are permitted. School is not the time or place to engage in activity that might otherwise distract the students involved, or student witnesses, from our mission of excellence in education. Greetings and interactions should be respectful and professional in nature.

## **SAFE SCHOOLS HOTLINE**

It is the desire of Newcastle Middle School and the State of Oklahoma that each school be a safe place for all students. We need your help. You can help by notifying an adult in the building or by calling the Safe Call Hotline at 1-877-723-3225, extension 651, when you have knowledge of drugs, weapons or violent acts in our schools, or other schools. **The call is completely anonymous.** We simply receive a fax in our central office and we are required to take action on the information we are given.

## **SCHEDULE CHANGES**

Schedule changes will only be considered for legitimate reasons, such as a schedule conflict, meeting graduation requirements, or inappropriate placement as determined and recommended by a teacher or counselor with administrative approval. Students will not be moved to a class considered to be 'below' the intellectual capability of that student. Also, schedule changes will not be permitted after the tenth day of school each year, unless determined by the principal that it is in the best interest of **all** parties involved.

Schedules may be adjusted if any of the following criteria exist and space is available:

1. Incomplete schedules or computer errors.
2. Duplication of courses.
3. The student does not meet prerequisites or does not have teacher approval.
4. Acceptance to a special program (co-op work experience, Mid-America Career Tech Program, etc.).
5. Enrolled in a course with a teacher with whom the student previously failed.
6. Dropping PE for band or team sports.
7. Dropping a course taken during previous summer or night school
8. Taking a more challenging course (no reversal at a later date).

## **SCHOOL SAFETY**

Students and faculty will participate in fire drills, tornado drills, and lockdown/ intruder drills throughout the year. Each classroom is equipped with written procedures to follow during these situations. Teachers are responsible for conveying this information to students. Students are responsible for knowing this information and following the procedures in a **very disciplined manner**, whether it be a drill or a true emergency.

## **SEARCHES INVOLVING STUDENTS**

The School Board and Administration reserve the right to search student's personal belongings, lockers, vehicles and person as allowed by federal and state law. Students and parents need to be aware that students themselves, their personal belongings, lockers, and vehicles will be searched in the event the Administration suspects the unauthorized use of tobacco, alcohol, drugs, weapons, etc. We also cooperate with the Newcastle Police Department as they occasionally help us with random searches. The following paragraphs are excerpts from statute that further outline student privacy and student searches:

“The superintendent, principal, teacher, or security personnel of any public school in the State of Oklahoma, upon reasonable suspicion, shall have the authority to detain and search or authorize the search, of any pupil or property in the possession of the pupil when said pupil is on any school premise or while in transit under the authority of the school, or while attending any function sponsored or authorized by the school. The principal, teacher, or security personnel searching or authorizing the search shall have authority to detain the pupil to be searched and to preserve any dangerous weapons or controlled dangerous substances, intoxicating beverages, non-intoxicating beverages, or missing or stolen property that might be in their possession including the authority to authorize any other persons they deem necessary to restrain such pupil or to preserve any dangerous weapons or controlled dangerous substances, intoxicating beverages, non-intoxicating beverages, or missing or stolen property.”

“Any pupil found to be in possession of dangerous weapons, or controlled dangerous substances, intoxicating beverages, non-intoxicating beverages, or missing or stolen property may be suspended by the superintendent or principal for a period not to exceed the current school semester and the succeeding semester. Any such suspension may be appealed to the board of education of the school district by the pupil suspended under this section.”

“Pupils shall not have any reasonable expectation of privacy towards school administrators or teachers in the contents of a school locker, desk, or other school property. School personnel shall have access to school lockers, desks, and other school property in order to properly supervise the welfare of pupils. School lockers, desks, and other areas of school facilities may be opened and

examined by school officials at any time and no reason shall be necessary for such search. **Schools shall inform pupils in the student discipline code that they have no reasonable expectation of privacy rights towards school officials in school lockers, desks, or other school property.”**  
(70-24-102)

## **SEMESTER TEST POLICY**

In recognition of the importance of preparing our students for the next level of their education, semester testing provides a tool to assist teachers in working with students to prepare for and be successful on cumulative exams and proficiency tests. Developing semester tests also challenges our teachers to begin with the end in mind when planning for the semester and to also provide multiple and ongoing exposure to the most critical concepts throughout the semester. Semester exams account for 10% of the semester grade.

## **STOPIT APP**

STOPit! is an online reporting tool designed to deter and mitigate bullying and cyber abuse, consisting of an app and a back-end incident management system for school administrators. Students and Parents can download the StopIt App for Apple and Android phones. Please see the district website for links and additional information.

## **SUSPENSIONS**

Suspensions will vary in length due to the seriousness of the offense and the number of previous suspensions. A suspended student is suspended to the custody of the student's parents **and is not allowed to be on or near school premises or attend any school activity while the student is suspended.** To do so will result in further disciplinary action and/or suspension.

Any student who is guilty of the following acts while in attendance at school or in transit by school transportation or under school supervision to or from school or at any school function when present on any facility under the control of the school district may face possible suspension. A more detailed description of suspendable offenses is outlined in Board Policy E1.

1. Conduct which jeopardizes the safety of others
2. Possession, threat or use of a dangerous weapon
3. Using, selling, passing, being under the influence of, buying or in any way possessing any narcotic drug, stimulant, barbiturate or alcohol
4. Fighting, assault and battery
5. Immorality or profanity
6. Theft or possession of stolen property
7. Destroying or defacing school property
8. Truancy
9. Showing disrespect to faculty, staff or other school employees
10. Conduct which disrupts the normal educational process
11. Violation of school rules, regulations or policies

A student who is suspended for five days or less may not be allowed to make up his or her work for credit. Students suspended for six days or more will be provided with an educational plan that will address academic credit in the core areas. Students suspended for possession of a weapon or a firearm or possession of a controlled dangerous substance shall not be provided an educational plan and shall not receive credit during the suspension. A student on long term suspension may be referred to alternative school, if appropriate.

## **TELEPHONE**

It is impossible to permit unlimited use of the school telephone. Students are allowed to use the phone **only** when it is absolutely necessary. Students will not be allowed to use the phone to make arrangements to go home with another student. **Please communicate with your child before he/she leaves for school so that both of you will know what he/she is to do when school is dismissed for the day.** Also, please limit the number of calls you make to the school to give your child a message regarding after-school instructions. Getting messages to students late in the day can be difficult and also disrupts the entire classroom.

If parents call for a teacher during the school day, please understand that we will not transfer a call to a teacher or a teacher's classroom during a teaching period. We will take a message and get it to that teacher so they can return your call within 24 hours.

## **TEXTBOOKS**

Students are encouraged to take state-adopted textbooks home for study. In case of gross neglect or loss of a book, the student will be expected to replace it. State adopted textbooks range from \$40.00 to \$100.00+ each. This is the main reason we suggest combination locks for all lockers. Students are responsible for books checked out to them.

## **TRESPASSING**

The superintendent or principal of any secondary, middle or elementary school shall have the authority to order any person out of the school buildings and off the school property when it appears that the presence of such person is a threat to the peaceful conduct of school business and school classes. Any person who refuses to leave the school building or grounds after being ordered to do so by the superintendent or principal, shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than Five Hundred (\$500.00) or by imprisonment in the county jail for not more than ninety (90) days, or by both such fine and imprisonment. (70-24-131). Any student who knowingly invites or facilitates the presence of a visitor on campus without permission will be subject to disciplinary consequences.

## **TRUANCY**

An Unverified Absence (AA) is considered a truancy. Truancy is a very serious matter. A student is truant from school when he or she is absent from school without permission from either the parent/guardian and/or the school. Truancy may also be further defined as any time a student is not where he or she is supposed to be. Excessive absences may result in serious consequences for the student. **The McClain County District Attorney will be notified in cases of excessive unverified absences (truancy).**

## **VISITATION**

It is the policy for all visitors to report to the office, state the nature of their business and obtain a visitor's pass before proceeding to any other section of the building. This lets us know that a visitor has checked in through the office. This policy is for the safety and protection of our students, as well as instructional time. Visitors with school related business are always welcome. A visitor's pass is also needed for cafeteria visitation.

We do not allow student visitation, except under very special circumstances (e.g. an older sibling on leave from the military). Former students wishing to visit teachers should call in advance to make an appointment with the particular teacher.

## **Racers Fight Song (Ohio State Fight Song Tune)**

Fight the team across the field  
 Show them Racers are here.  
 Send the earth rejuvenating,  
 With a mighty cheer.  
 Go! Fight! Win!

Hit 'em hard and see how they fall,  
 Never let that team get the ball.  
 Hail, Hail the Racers are here.  
 So let's beat the .....,  
 GO!

### Faculty/Staff Contact List

Teacher Name	Position	Email
Denise Barry	ELA - 8th	dbarry@newcastle.k12.ok.us
Becky Black	SPED Math	bblack@newcastle.k12.ok.us
Brett Brooks	PE/Health	bbrooks@newcastle.k12.ok.us
Kathy Cannon	Art	kcannon@newcastle.k12.ok.us
Stephanie Cox	ELA - 8th	scox@newcastle.k12.ok.us
Vickie Crossley	Tech Media/Yearbook	vcrossley@newcastle.k12.ok.us
Brenda Foster	SPED ELA	bfoster@newcastle.k12.ok.us
Ashley Gibson	SS -8 ELA 6	agibson@newcastle.k12.ok.us
Brandy Hodges	ELA -6	bhodges@newcastle.k12.ok.us
Angie Howard	Science 6/7	ahoward@newcastle.k12.ok.us
Jessica Howsley	Math – 7th	jhowlsley@newcastle.k12.ok.us
Diane Huff	Library/Media	dhuff@newcastle.k12.ok.us
Becky Johnson	Social Studies – 7 <sup>th</sup>	bjohnson@newcastle.k12.ok.us
Angela Madden	SS -6th	amadden@newcastle.k12.ok.us
Michael Mayes	SS – 8th	mmayes@newcastle.k12.ok.us
Diane Medrano	ELA 7th	dmedrano@newcastle.k12.ok.us
Karla Redbird	SPED - ELA	kredbird@newcastle.k12.ok.us
Debbie Robinson	Math – 6 <sup>th</sup>	drobison@newcastle.k12.ok.us
Randall Robison	Sci -8th	rrobison@newcastle.k12.ok.us
Donald Romine	Robotics/Math	jsanders@newcastle.k12.ok.us
Sandy Sheaffer	Reading – 7 <sup>th</sup> Honor Society	ssheaffer@newcastle.k12.ok.us
Ryan Siebert	Band	rsiebert@newcastle.k12.ok.us
Wes Southwell	Science – 6 <sup>th</sup> and 7 <sup>th</sup>	wsouthwell@newcastle.k12.ok.us

Glenn Stallings	Science – 7 <sup>th</sup> and 8 <sup>th</sup>	gstallings@newcastle.k12.ok.us
Sarah Stancil	Choir	sstancil@newcastle.k12.ok.us
Merritt Suenram	SS -6 Sci -6	msuenram@newcastle.k12.ok.us
Robert Ward	Math – 8 <sup>th</sup>	rward@newcastle.k12.ok.us
Kristal Williams	Counselor/Leadership	kwilliams@newcastle.k12.ok.us
Judd Wilson	Outdoor Ed/Archery/Athletics	jwilson@newcastle.k12.ok.us
Michael Wilson	EKA 8/6	michael.wilson@newcastle.k12.ok.us
Sesily Wooten	Reading – 6 <sup>th</sup>	swooten@newcastle.k12.ok.us
<b>Admin and Office Staff</b>		
John Harris	Principal	jharris@newcastle.k12.ok.us
Jeremy Reynolds	Assistant Principal	jreynolds@newcastle.k12.ok.us
Toni Kammerlocher	Counselor	tkammerlocher@newcastle.k12.ok.us
Cathy Robertson	Registrar	crobertson@newcastle.k12.ok.us
Sarah Wilson	Secretary	swilson@newcastle.k12.ok.us
Paula Bowden	Child Nutrition	pbowden@newcastle.k12.ok.us
Quintin Blue	ISI	qblue@newcastle.k12.ok.us

**DISTRICT MISSION STATEMENT**

The Mission of Newcastle Public Schools is to provide through shared responsibility, a safe and secure environment that assures educational opportunities for the intellectual, social, physical, and character development appropriate for contributing members of tomorrow’s society.

**DISTRICT VISION STATEMENT**

Newcastle Schools envisions a team of educators and community partners working together to establish excellence in our student learning through a system of traditional core values, inspired teaching, purposeful learning, rigorous academics, and relevant life experiences. The attainment of excellence requires a shared and collaborative commitment, all individuals and groups within the Newcastle School District, to set and achieve high expectations



## NEWCASTLE ELEMENTARY SCHOOL: Be Better Together

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

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

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

### The Racer Creed

I am a Newcastle Racer.

I have great expectations for myself.

There is no limit to what I can achieve.

Today, I accept the challenge to be the best I can be.

I will encourage the learning and well-being of others.

I believe I can accomplish anything.

This is my time and my place.

RACERS!

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### NEWCASTLE ELEMENTARY SCHOOL

Fax: 405- 387-3482

District Website: [newcastle.k12.ok.us](http://newcastle.k12.ok.us)

Principal-Terri Scott

Physical Address: Lower Bldg. 400 NW 10th

Phone: 405-387-6388

Assistant Principal-Angie Ritter

Physical Address: Upper Bldg. 418 NW 10<sup>th</sup>

Phone 405-387-6474

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## WELCOME

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

NEWCASTLE BOARD OF EDUCATION	ADMINISTRATION
President- John Maker Vice President- Gary Knowels Clerk-Valory Dalton Deputy Clerk -Tiffany Elczyn Member- Darrin Abel	Superintendent-Melonie Hau Assistant Superintendent - Kristi Ferguson High School Principal-Jennifer Beer High School Assistant Principal-Adam Hull Middle School Principal-John Harris Middle School Assistant Principal-Jeremy Reynolds Elementary Principal-Terri Scott Elementary Assistant Principal – Angie Ritter Early Childhood Center Principal-Jennifer Rosenbloom Early Childhood Center Assistant Principal- Cathy Moore Director of Special Education -Angela Green

### **NOTICE OF NON-DISCRIMINATION**

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

### **VISITORS TO CAMPUS**

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

### **LEGAL CUSTODIANSHIP**

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

### **ARRIVAL AND DISMISSAL- all times are subject to change**

Students may be dropped off at the cafeteria starting at 8:05 for Elementary

#### **ELEMENTARY all times subject to change**

8:05 - 8:30 – Students eating breakfast go to the cafeteria- all others go to their buildings and sit by their classroom doors until given permission to enter their classrooms.

8:30 – FIRST BELL

8:35 – TARDY BELL

4:10 - DISMISSAL BELL

## STUDENT CHECK-IN/OUT PROCEDURES

If a student arrives late (after 8:35), **parents must walk the student into the office and check him/her in** with the secretary before they proceed to class. When checking a student out early, the Parent/Guardian (stated in file) will be required to provide identification before the student will be released. Remember- 3 early pick-ups and/or 3 tardies will equal one absence.

All students must be checked out by 4:00 to avoid confusion and ensure a safe school environment. No students will be called out of class prior to the arrival of the parent/guardian.

### PARKING

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

### DROP-OFF

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

#### **Elementary**

2<sup>nd</sup> grade students are dropped off in the 2<sup>nd</sup> grade loop at the curb in front of the lower elementary building.

3<sup>rd</sup> grade students are dropped off in the 3<sup>rd</sup> grade loop at the curb in front of the lower elementary building.

4<sup>th</sup> grade students are dropped off in the 4<sup>th</sup> grade loop in front of the cafeteria.

5<sup>th</sup> grade students are dropped off in front of the 5<sup>th</sup> grade building at the curb.

Please do not drop students off from the street or across the street in order to bypass the traffic in the loops.

If you are going to eat breakfast, go straight to the cafeteria. If you are not eating breakfast, go to your building to sit by your classroom door.

### PICK-UP

**Parents must stay in their vehicles.** Please do not park at neighborhood businesses and walk across traffic to pick up your students. Cars are subject to being towed. Students will only be loaded at the curbs. Display your school issued name tag prominently in your front window. The duty teacher can call for your child before you reach the front and this will speed up the loading. Once you are at the front of the line the student will then be allowed to load. Students will not be allowed to walk through traffic to reach a parent. Students not picked up by 4:25 through the line will be taken to the 5<sup>th</sup> grade office. In the event of inclement weather, students will be kept inside the buildings until their parent moves to the front of the line.

**2<sup>nd</sup> Grade** - the 2<sup>nd</sup> grade loop in front of the lower elementary building

**3<sup>rd</sup> Grade** - the 3<sup>rd</sup> grade loop in front of the lower elementary building.

**4<sup>th</sup> Grade** - the cafeteria loop at the curb

**5<sup>th</sup> Grade** - front doors of 5<sup>th</sup> grade building

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

### DESTINATION CHANGES

If a student is to go somewhere other than their normal destination at the end of the school day, contact the homeroom teacher (email / ClassTag), or you can call the office and leave the information with the secretary.

**In order to keep your child safe, we cannot take the word of the student for a destination change.**

**IMPORTANT- We cannot guarantee getting your child to the requested destination if we do not hear from you by 3:45. Students will not be removed from a bus once buses are loaded and ready to pull out.**

### ENROLLMENT

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

## ATTENDANCE POLICY

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

A student may not have more than Four (4) absences each nine weeks. If a student is absent due to an illness, please turn in a doctor's note to the office upon return. By doing this the absences will be marked excused but will still count in the total number of absences per nine weeks. Three tardies will constitute one absence.

Three early pick-ups will count as one absence. Arriving two and a half hours after classes have begun counts as a ½ day absence. A check-out two and a half hours before classes release will also constitute a ½ day absence. (These can be excused with doctor's notes as well.)

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

Any student who is absent more than 8 days of school during the semester (two 9 weeks equals one semester) shall receive a notation on the attendance section of their report card of "Inadequate attendance". **Students receiving an IA are subject to retention.** A student must be in attendance at least ninety percent (no more than 8 absences) to participate in school activities and be eligible to advance to the next grade level.

Hospitalization, contagious diseases or illness, which requires direct medical care by a physician, will constitute an exception. Parents' notes or telephone calls will NOT excuse students from school absences or tardies.

ONLY notes from a physician or court representative will excuse the absence or tardy. Students will have (5) five days after each semester to obtain a doctor's note or court representative's note to file in the registrar's office.

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

**Reporting Absences** – If your child is going to be absent from school, please notify the school by 9:30 a.m. Please call the respective school office to report absences so they are not counted as truant.

## RECORDS REQUEST

For any requested school records: attendance, birth certificate, immunizations, transcripts, etc..., parents/guardians may fill out a form available in the office, and records will be ready for pick-up the following day.

## BAD WEATHER / EMERGENCY SCHOOL CLOSINGS

School may be dismissed early or cancelled due to bad weather conditions; **please do not call the school**. The school notification system will be activated as soon as the decision is made to close school. We MUST keep our phone lines open for emergency communication. If possible, the decision to close will be made before 10 P.M. or before 7 A.M and will be sent out through the school notification system. It will also be reported to the local news channels for broadcast.

## TORNADO EVACUATION

**Elementary** - During severe weather conditions, our administrative staff is in constant contact with Emergency Management, as well as the Police and Fire Departments. **When the decision is made to evacuate to the Tornado Shelter, we must do so very quickly to ensure student and staff safety.** Therefore, students will not be checked out through the office once evacuation procedures have begun. Parents are more than welcome to join their child at the shelter, but we cannot release any child during this time.

## COUNSELING SERVICES

Classroom Guidance Counseling – scheduled meetings with individual classrooms to teach relevant topics.

Scheduled appointments with individual classes to meet and deal with issues that may arise throughout the school year.

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

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

#### **PERSONALLY IDENTIFIABLE INFORMATION**

Addressed in board Policy-EG Directory information [www.newcastle.k12.ok.us](http://www.newcastle.k12.ok.us)

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

#### **CLASS PARTIES/DELIVERIES**

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

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

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

**FOOD FOR PARTIES/SNACKS** ALL food for parties and snacks MUST be store purchased/packaged.

Home-made/baked goods will not be allowed.

#### **PROMOTION AND RETENTION**

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

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

**NOTE:** According to State Law, any third grade student not reading on grade level will be retained unless they qualify for a Good Cause Exemption, show grade level proficiency on a state approved reading screening instrument, or are promoted by the Student Reading Proficiency Team. (see <https://sde.ok.gov/sites/default/files/documents/files/2019-RSAFamilyGuide-successfulreader.pdf> ) There will be no appeal process in this situation.

#### **STUDENT PROGRESS**

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

Report Cards – these will be sent out at the end of each nine weeks and semester grading period.

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

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

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

### **TEXTBOOKS/LIBRARY BOOKS**

Students are assigned textbooks to use throughout the school year. They are also allowed to check out books from the library. The usual use of a book does cause some wear and tear, however, if a student damages or loses a book, they are responsible for its replacement.

### **SEARCHES**

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

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

School buildings/grounds/bus stops/field trips/home athletic events, and school sponsored events are considered locations where school policies are expected and enforced.

### **CAFETERIA**

Elementary- breakfast is served from 8:05 - 8:30.

Lunch is served by respective grades between 10:45 and 12:35.

### **FREE & REDUCED LUNCHES**

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

### **MEAL PAYMENT POLICY**

If for some reason you get behind on meal payment, our school district allows a student to charge up \$6.00. The first meal will be free, but after that accounts will be charged. Students may also pay for seconds.

**PAYMENTS MAY BE MADE ONLINE ON THE NEWCASTLE WEBSITE**

### **BRING LUNCH TO YOUR STUDENT**

All lunches must be in the office 10 minutes prior to your student's scheduled lunch time to ensure that they receive it before they go to the cafeteria. Times and Places to deliver meals:

**3rd Grade** - 10:40 to the Lower Elementary Building

**4th Grade** 10:40 to the Upper Elementary Building

**2nd Grade** - 11:40 to the Upper Elementary

**5th Grade** - 11:40 to the Upper Elementary

### **CAFETERIA RULES**

1. The students will enter the cafeteria in a quiet and appropriate manner. Students are allowed to talk quietly to the students sitting around them.
2. Do not throw or play with food. If food is dropped, pick it up.

3. Students must raise their hand to ask a duty teacher for permission to leave their seat for any reason.
4. No food or drinks can leave the cafeteria.

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

### FIELD TRIPS

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

### BUS/TRANSPORTATION RULES

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

1. Enter the bus quietly and find your assigned seat or a seat close to the front. Keep your hands, feet and objects inside the bus and in your own space.
2. Keep the aisles clear.
3. Remain seated while the bus is moving.
4. If you have a problem with another rider, try to resolve it first, then report it to the driver.
5. School personnel are not responsible for electronic devices of any kind taken on school property.

**Consequences-**

**1<sup>st</sup> Bus referral- Age appropriate loss of a privilege, parent contact, and assigned seat at the driver's discretion.**

**2<sup>nd</sup> Bus referral- 4 Days suspension from the bus.**

**3<sup>rd</sup> Bus referral- 8 Days suspension from the bus.**

**4<sup>th</sup> Bus referral-bus suspension for the remainder of the semester or longer as deemed necessary by administration.**

### PLAYGROUND RULES

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

### TEMPERATURE

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

### PHYSICAL EDUCATION

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

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

#### **SCHOOL HEALTH**

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

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

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

#### **PETS**

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

#### **EMERGENCIES/FIRST AID**

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

#### **OTHER NURSE'S OFFICE REQUIREMENTS:**

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

#### **EXEMPTION FROM PHYSICAL ACTIVITIES**

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

#### **MEDICATION**

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

1. All medications must be brought to the office by the parents/guardians. Students are not allowed to carry medications on their person at any time. The only exceptions are emergency medications such as rescue inhalers, epi-pens and insulin with the appropriate consent form on file.
2. A student who needs to take a prescription medication must have the appropriate medication consent form signed by the physician and parent before the medication can be brought to and kept at school.
3. The parent/guardian will promptly notify the school of any changes in the administration of this medication by providing the school with a new medication consent form with physician signature. Written or verbal changes from parent/guardian CANNOT be accepted.
4. Non-prescription medications brought from home and kept at school will also have to have a permission form signed by parent or guardian. The school cannot accept out of date medication.

5. Medicine must be brought and left at school in original containers with all instructions and pharmacy labels clearly visible. The pharmacy will dispense an additional prescription label and bottle for school if requested by the parent/guardian. Medication cannot and will not be accepted in bags or envelopes.
6. Medication and medication forms must be kept in the office.
7. Asthma inhalers and Epi-pens must be kept in the office unless a form for "Self-Administering Asthma Inhalants" has been completed by all parties involved parents, physicians, and school nurse.
8. All medications must be picked up by the last day of school. If not, it will be destroyed.

#### **IMMUNIZATIONS**

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

#### **HEAD LICE - Newcastle Schools has a "No-Nit Policy".**

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

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

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

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

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

#### **SUSPECTED CHILD ABUSE**

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

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

#### **LIBRARY SERVICES**

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

#### **FERPA**

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

1. The right of a student's parent or an eligible student to inspect and review the student's educational records;
2. The right of a student's parents or an eligible student to seek to correct parts of the student's educational record which he/she believes to be inaccurate, misleading, or in violation of the student's rights. This right includes the right to a hearing to present evidence that the record would be changed if the District decides not to alter it according to the parent or eligible student's request;

3. The rights of any person to file a complaint with the Department of Education if the Newcastle School District violates FERPA;
4. The right to obtain a copy of the FERPA from the central office at the cost of 25 cents a page;
5. The intent of the Newcastle School District to limit the disclosure of the information contained in the student's educational records except:
  1. by prior written consent of the student's parents or the eligible student;
  2. as directory information; or
  3. under certain limited circumstances as permitted by FERPA.
6. The District will arrange to provide translations of this notice to non-English speaking parents in their native language

#### **Hatch Amendment**

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

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

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

#### **PARENT BILL OF RIGHTS**

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

#### **SPECIAL EDUCATION**

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

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

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

**1. Readiness Screening:** Personally identifiable information is collected on all kindergarten and first grade students participating in school-wide readiness screenings to assess readiness for kindergarten and first grade.

Results of the screening are made available to parents or legal guardians, teachers, and school administrators. No child shall be educationally screened for readiness or evaluated without notice to the child's parent or legal guardian.

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

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

**Collection of Personally Identifiable Information:**

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

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

#### **INTERNET ACCESS AND ACCEPTABLE USE POLICY**

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

The District makes no warranties of any kind, either express or implied, regarding the Internet access being provided. The District shall not be responsible for any damages users suffer, including but not limited to loss of data resulting from delays or interruptions in service. Nor shall the District be liable for the accuracy, nature, or quality of information stored on District's computer equipment or of information gathered through Internet access provided by the District. However, the Administration shall develop, implement, and maintain regulations and forms to restrict the use of the District's computers and Internet access to legitimate and acceptable purposes and to regulate students' and employees' privilege of access and use. The District shall install and operate computer software programs which restrict access to certain materials, such as material which depicts nudity, sex, sexual acts, excretion, and exhibition of genitals and which, taken as a whole, lacks serious literary, artistic, political, or scientific values. Students who are granted access to the Internet shall receive instruction regarding safety and security when using electronic mail, chat rooms, and other forms of direct electronic communications and the disclosure, use, or dissemination of personally identifiable information.

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

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

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

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

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

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

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

#### VIRTUAL / DISTANCE LEARNING GUIDELINES

- Please refer to the Distance Learning Resources page on Newcastle Public Schools website: <https://www.newcastle.k12.ok.us/ContinuousLearningResources.aspx>

#### STUDENT CODE OF CONDUCT

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

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

#### DISCIPLINE AND CONTROL POLICY

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

teacher and/or school property will be subject to disciplinary action. The disciplinary action taken will depend on the severity and frequency of the violation.

#### FIGHTING

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

#### BICYCLE / SKATEBOARDS, ETC.

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

#### BULLYING

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

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

#### CHEATING / PLAGIARISM

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

#### DISRUPTION OF SCHOOL

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

#### DRESS CODE

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

1. Shorts which are shorter than mid-thigh (Shorts are permissible if they are of an appropriate length.).
2. It is suggested that shorts or tights be worn under skirts or dresses.
3. Revealing tops off the shoulder, muscle shirts, ball jerseys without a T-shirt underneath, **see-through blouses; No tops with spaghetti straps; no halter tops; tops and pants MUST meet at all times.** (E.g., No exposed skin when standing, sitting, or when arms are raised.) No exposed cleavage and/or undergarments;
4. Apparel with reference to drugs, alcohol, tobacco, gestures or slogans that are vulgar, including any item, jewelry, or clothing that promotes or imitates sexual innuendos, wording, or content (Ex., Hooters, Big Johnson, Playboy, or any other sexual innuendo or implication.);
5. Pajamas, pajama pants, or house shoes (slippers);
6. Bandanas, Do rags, or head-scarves;
7. Excessively oversized or tight clothing; Pants must be worn at the waist and may not drag on the floor. A belt may be required to meet this policy; Jeans with large frayed holes; un-hemmed, jeans may not have holes above the pockets
8. Long coats/trench coats;

9. Chains or spike collars;
10. Any article that disrupts the learning process;
11. Extreme hair colors and/or extreme hairstyles that disrupt the educational process;
12. Students are not allowed to write on each other's bodies or clothing at school.
13. Hats, caps, and sunglasses may not be worn inside the building.
14. Tennis shoe skates and cleats are not allowed.

#### **DRESS CODE VIOLATIONS**

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

#### **TOYS AND FIDGETS**

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

#### **DRUGS & ALCOHOL POLICY**

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

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

#### **Students who violate this policy may expect the following consequences:**

1. **First Offense:** Students may be suspended from school for the remainder of the semester and possibly the next semester.
2. For possession of drug paraphernalia, students may be suspended from school from ten (10) days up to one semester.
3. **Second Offense:** Students may be suspended for the remainder of the semester and possibly the succeeding semester.

#### **GANG AND GANG-RELATED BEHAVIOR / INCIDENTS**

*Gangs* can be defined as any assembly of three (3) or more people who gather together on a continuing basis, whose purpose, school authorities believe, is to commit anti-social behavior or to violate school policy.

Gang-related behavior/incidents are any behaviors or events which disrupt school activities or which foster, enhance, or encourage gang activity in our school. All gang-related activity will be referred to proper legal authorities. Repeated offences will result in a temporary suspension with a parent conference/hearing before the student is readmitted to school.

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

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

#### **MISINFORMATION**

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

#### **TOBACCO & TOBACCO RELATED PRODUCTS**

Possession by students of tobacco or tobacco related products is prohibited at school or school-sponsored activities. Possession of tobacco products by a minor is a misdemeanor and will be reported to law enforcement.

#### **ELECTRONIC DEVICES**

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

#### **PROFANITY / OBSCENITY / PORNOGRAPHY**

The use of obscene language constitutes a serious offense and is in direct violation of school policy. A student who engages in such acts will receive severe discipline that could result in ISS, suspension, or expulsion from school. Pornography in any form is unacceptable. Students in possession of pornographic materials may be subjected to ISS, suspension, or expulsion from school. Parents will be contacted on the first offense.

#### **PUBLIC DISPLAY OF AFFECTION (PDA)**

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

#### **THREATS**

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

#### **SEXUAL HARASSMENT**

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

#### **SEXUAL HARASSMENT COMPLAINT PROCEDURE**

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

#### **VANDALISM AND PROPERTY DAMAGE**

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

#### **WEAPONS AND DANGEROUS INSTRUMENTS**

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

- A. Students who possess or use any firearms or dangerous weapons during school time, on school premises, on school buses, or during school-sponsored activities will be subject to suspension for up to one year and no less than one semester. Any decision otherwise must be approved by the Superintendent of Schools.
- B. Students who possess or use any dangerous or annoying device or item that could be used as a weapon or other weapons used for assault during school time, on school premises, on school buses, or during school-sponsored activities may be expelled for up to one year and no less than one semester. Any decision otherwise must be approved by the Superintendent of Schools.
- C. Any reported case of possession of a dangerous weapon will be turned over to the appropriate law enforcement agency for investigation.

#### **StopIt App**

Students and Parents can report any unwanted behavior to school administration using the stopit app. See district website [www.newcastle.k12.ok.us](http://www.newcastle.k12.ok.us) for more information.

Elementary: NewcastleEL6388

#### **DISCIPLINE**

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

#### **TRANSFERS-OPEN/EMERGENCY**

A student whose parent(s) reside(s) outside the District must apply for a legal transfer to attend school in the District. The District reserves the right to determine an appropriate school site for any student granted a transfer, and the granting of a transfer into the District does not guarantee a transferred-student assignment to any particular school site. Assignments to a particular school site shall be made based upon available staff and space. Additional information can be located in the Board of Education Policies (Newcastle.k12.ok.us) EB.

#### **ASBESTOS NOTIFICATION**

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

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

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

Newcastle Public Schools has developed policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes.

Newcastle Schools will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. Newcastle Schools will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parents to opt his or her child out of participation of the specific activity or survey. Newcastle Schools will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate date of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and survey listed below and be provided an opportunity to opt their child out of such activities and

surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

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

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

#### **MCKINNEY-VENTO HOMELESS ASSISTANCE ACT**

Under this law, your district's designated homeless student liaison must provide public notice of the education rights of homeless students. The district is required to disseminate the notices in places where homeless students receive services, such as school, family shelters and other programs that make food or meals available to the homeless population. You can find more information for parents and youth at

<http://ok.gov/sde/title-x-part-c>, and <http://www.serve.org/nche>.



**Newcastle Public Schools**

Newcastle High School

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**Jennifer Beer**  
Principal

**Newcastle High School**  
**2021-22**  
**Adjunct Teachers**

Paul Bass, 1 section Science and 1 section History  
Jeff Brickman, 1 section Strength & Conditioning  
Mike Crossley, 2 sections World History  
Jason Haggerty, 1 section 2 sections Biology  
Mark Johnson, 1 section World History  
JT Ketch, 3 sections Geometry, pending OSAT PE results  
Melissa Rippy, 1 section Pre-Calc

**Newcastle Public School**

**Encumbrance Register**

**Options:** Year: 2020-2021, Date Range: 7/1/2020 - 6/30/2021, PO Range: 402 - 402, Fund Codes: 11

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
11	402	04/13/2021	51258	PB/IdentoGo	Employee Background Checks	1,850.00
<b>Non-Payroll Total:</b>						<b>\$1,850.00</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$1,850.00</b>

## Change Order Listing

**Options:** Fund: General Fund, Year: 2020-2021, ReferenceDate: PO Date, Date Range: 6/28/2021 - 6/30/2021, PO Range: 1  
- 999, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount	
3	07/01/2020	140	Oklahoma Electric Cooperative	Electricity	-32,923.90	
				Electricity		
		000-2620-624-000-0000-000-705		07/01/2020	06/28/2021	-32,923.90
4	07/01/2020	978	Office Depot	Office Supplies	-6,000.00	
				Office Supplies		
		000-2511-619-000-0000-000-705		07/01/2020	06/28/2021	-7,724.27
		000-2511-619-000-0000-000-705		06/28/2021		1,724.27
5	07/01/2020	2969	O'Reilly's Automotive Stores Inc.	Transportation repair parts	-2,661.03	
				Transportation repair parts		
		009-2740-612-000-0000-000-050		07/01/2020	06/30/2021	-2,411.03
		009-2740-612-000-0000-000-050		03/08/2021	06/30/2021	-250.00
				Window Motor and Regulator for the 2005 Chevy Suburban purchasing from O'Reilly's in Newcastle		
6	07/01/2020	2969	O'Reilly's Automotive Stores Inc.	Maintenance repair parts	-190.34	
				Maintenance repair parts		
		010-2640-619-000-0000-000-705		07/01/2020	06/30/2021	-190.34
7	07/01/2020	142	Pioneer Telephone Co.	Telephone	-7,000.00	
				Telephone		
		000-2620-530-000-0000-000-705		07/01/2020	06/28/2021	-10,554.92
		000-2620-530-000-0000-000-705		06/28/2021		1,572.74
		000-2620-530-000-0000-000-705		06/28/2021		1,982.18
10	07/01/2020	2858	Capital One/Walmart	General Supplies	-2,474.59	
				General Supplies		
		000-2511-619-000-0000-000-705		07/01/2020	06/30/2021	-2,474.59
14	07/01/2020	8377	Quality Care Labs LLC	DOT Drug Testing	-370.00	
				Increase Purchase Order		
		009-2740-336-000-0000-000-050		04/12/2021	06/29/2021	-370.00
32	07/01/2020	1191	Hiland Dairy Foods Company LLC	Cafeteria Milk Purchases	-17,982.85	
				Increase on Blanket PO to purchase Milk for the summer food program.		
		000-3150-630-700-0000-000-000		06/08/2021	06/30/2021	-17,982.85
34	07/01/2020	717	ImageNet Consulting LLC	Copier Service Agreement	-5,822.72	
				Copier Service Agreement		
		000-2530-611-000-0000-000-110		02/02/2021	06/28/2021	-3,623.35
		000-2530-611-000-0000-000-705		02/02/2021	06/28/2021	-3,668.93
		000-2530-611-000-0000-000-110		06/28/2021		711.99
		000-2530-611-000-0000-000-705		06/28/2021		757.57
36	07/01/2020	8323	JUMP TOWING & RECOVERY LLC	Towing	-539.00	
				Towing		
		009-2740-439-000-0000-000-050		03/09/2021	06/29/2021	-239.00
		009-2740-439-000-0000-000-050		03/09/2021	06/29/2021	-300.00
40	07/01/2020	313	McClain County Election Board	Election Expenses	-1,722.48	
				Election Expenses		
		000-2314-310-000-0000-000-050		07/01/2020	06/29/2021	-1,722.48
44	07/01/2020	223	Tri-City Publishing Inc.	Budgets/ EON/ Election notices	-44.60	
				Budgets/ EON/ Election notices		
		000-2314-540-000-0000-000-050		07/01/2020	06/29/2021	-44.60
46	07/01/2020	99999	NEWCASTLE PUBLIC SCHOOLS	Career Tech Expenses (412)	-12,000.00	
				Career Tech Expenses (412)		
		412-1000-653-300-0000-000-705		03/16/2021	06/28/2021	-12,000.00
47	07/01/2020	99999	NEWCASTLE PUBLIC SCHOOLS	Payroll Reserve funds for Subs / Extra Duty	-60,000.00	
				Payroll Reserve funds for Subs / Extra Duty		
		000-2511-810-000-0000-000-050		04/26/2021	06/28/2021	-60,000.00
49	07/01/2020	978	Office Depot	Printing of booklets / forms	-888.46	
				Printing of booklets / forms		
		000-2530-550-000-0000-000-050		07/01/2020	06/29/2021	-888.46
51	07/01/2020	47882	OK Assoc School Business Officials	Annual Membership	-375.00	
				Annual Membership		
		000-2511-810-000-0000-000-050		07/01/2020	06/29/2021	-375.00
52	07/01/2020	4797	OK DHS FINANCE	CNP Commodity Fee	-208.57	
				CNP Commodity Fee		
		000-3150-630-700-0000-000-705		03/09/2021	06/29/2021	-208.57
58	07/01/2020	4721	OTA Pikepass	Tolls	-51.97	
				Increase blanket PO		
		009-2720-810-000-0000-000-050		04/13/2021	06/30/2021	-51.97
59	07/01/2020	1384	Pitney Bowes Global Financial Svc	Equipment Lease	-10.52	

## Change Order Listing

**Options:** Fund: General Fund, Year: 2020-2021, ReferenceDate: PO Date, Date Range: 6/28/2021 - 6/30/2021, PO Range: 1  
- 999, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
				Equipment Lease	-10.52
60	07/01/2020	1384	Pitney Bowes Global Financial Svc	Postage	-1,000.00
				Postage	-1,000.00
62	07/01/2020	1883	SANDALL FIVE INC	Cylinder Leases - Maintenance	-98.24
				Cylinder Leases - Maintenance	-98.24
64	07/01/2020	5013	Standard Insurance Co	Employee Life Insurance	1,000.00
				Employee Life Insurance	-1,268.57
					618.53
					1,650.04
66	07/01/2020	8394	US Foods	Cafeteria Food Purchases	-24,912.17
				Increase on Blanket PO for Summer Feeding Program	-24,912.17
69	07/01/2020	2858	Capital One/Walmart	Cafeteria Micro Purchases	-411.32
				Cafeteria Micro Purchases	-411.32
70	07/01/2020	2858	Capital One/Walmart	(412) FACS Food Purchases (Duncan)	-897.24
				(412) FACS Food Purchases (Duncan)	-1,630.64
					733.40
71	07/01/2020	2858	Capital One/Walmart	Special Ed Food Purchases (Jetton)	-45.97
				Special Ed Food Purchases (Jetton)	-45.97
73	07/01/2020	2858	Capital One/Walmart	Transportation Supplies	-949.38
				Transportation Supplies	-949.38
86	07/01/2020	50953	Allied 100 LLC	Supplies for AED Units	-192.83
				Supplies for AED Units	-192.83
95	07/01/2020	51262	Wex Bank	Transportation Fuel	-45,653.75
				Transportation Fuel	-48,464.66
					2,810.91
101	07/20/2020	1067	Rosenstein, Fist & Ringold	District Legal Services	-10,000.00
				District Legal Services	-11,544.00
					653.90
					890.10
104	07/22/2020	5733	MID AMERICA CONFERENCE	CDL Training for Bus Drivers	-2,000.00
				CDL Training for Bus Drivers	-2,000.00
112	07/28/2020	1084	THOMAS BRANTON MALOY	Repair bus seats and/or replace vinyl padding	-1,007.00
				Repair bus seats and/or replace vinyl padding	-7.00
				Repair of Bus Seats	-1,000.00
122	08/04/2020	264	Copelin's Office Center	Classroom Allowance Purchases	-4,789.71
				Classroom Allowance Purchases\$110 per person maximum	-4,789.71
124	08/04/2020	2858	Capital One/Walmart	Classroom Allowance Purchases	-4,212.83
				Classroom Allowance Purchases\$110 per person maximumExpires August 20, 2020	-4,212.83
126	08/04/2020	2561	Lakeshore Equipment Co.	Classroom Allowance Purchases	-4,475.59
				Classroom Allowance Purchases\$110 per person maximumExpires August 20, 2020	-4,475.59
135	08/07/2020	8730	SHAWN BONILLA	Physicals for Bus Drivers	-280.00
				Physicals for Bus Drivers	-280.00

## Change Order Listing

**Options:** Fund: General Fund, Year: 2020-2021, ReferenceDate: PO Date, Date Range: 6/28/2021 - 6/30/2021, PO Range: 1  
- 999, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
141	08/13/2020	51275	Specialty Care Pediatrics, Inc	Full-Time LPN Nursing Services for two students	-40,000.00
			Full-Time LPN Nursing Services for two students	000-2132-336-239-0000-000-105 05/26/2021 06/28/2021	-49,004.00
				000-2132-336-239-0000-000-105 06/28/2021	9,004.00
152	08/17/2020	603	Treat's Janitorial Supply	Two Handheld Electrostatic Sprayers, accessories	-4,363.34
			Two Handheld Electrostatic Sprayers, 2 cart-style misters and accessories for additional disinfecting requirementsQuote# 7696	788-2620-618-000-0000-000-705 08/17/2020 06/29/2021	-3,364.76
				788-2620-618-000-0000-000-705 05/12/2021 06/29/2021	-998.58
173	09/02/2020	8324	VIZAVANCE	Vision Screening Training	-50.00
			Vision Screening Training	000-2573-359-000-0000-000-105 02/17/2021 06/29/2021	-50.00
178	09/03/2020	198	Riverside Insights	Scoring if ITBS and CoGat Assessments	-287.90
			Scoring if ITBS and CoGat Assessments	026-2240-614-000-0000-000-105 09/03/2020 06/29/2021	-287.90
180	09/08/2020	51019	Teachers Pay Teachers	Classroom Allowance	-49.99
			Classroom Allowance	031-1000-619-100-1050-000-105 09/08/2020 06/29/2021	-49.99
191	09/10/2020	198	Riverside Insights	Scoring CoGat Assessment 6th grade	-129.54
			Scoring CoGat Assessment 6th grade	000-2240-614-251-0000-000-505 09/10/2020 06/29/2021	-129.54
194	09/15/2020	51259	Rush Truck Centers of OK	Repair Fan Motor on Radiator - Amps on Alternator	-1,000.00
			Repair Fan Motor on Radiator - Amps on Alternator4-40142	009-2740-439-000-0000-000-050 03/09/2021 06/29/2021	-1,000.00
202	10/02/2020	33660	APPLE INC.	Apps for IPADs	-400.00
			Apps for IPADsMiddle School K20 Grant	055-1000-653-100-2300-000-505 10/02/2020 06/29/2021	-400.00
213	10/06/2020	2858	Capital One/Walmart	General Supplies for KidZone Program	-243.58
			General Supplies for KidZone Program	055-2199-619-000-0000-000-105 10/06/2020 06/30/2021	-243.58
218	10/07/2020	8668	DEYRL KASTNER	Piano Tuning	-60.00
			Piano Tuning	021-2640-337-000-0000-000-705 10/07/2020 06/29/2021	-60.00
228	10/21/2020	10002	DO NOT USE PB/AMAZON	Art Supplies for Visual Arts and Basic Arts class	-420.73
			Art Supplies for Visual Arts and Basic Arts classes	065-1000-619-100-2800-000-705 10/27/2020 06/29/2021	-420.73
230	10/22/2020	1102	Oklahoma State Dept. of Education	Processing Fee for Adjunct Teacher Application	-25.00
			Processing Fee for Adjunct Teacher Application - Bryce Nelson	000-2410-810-000-0000-000-705 03/03/2021 06/29/2021	-25.00
236	10/27/2020	10002	DO NOT USE PB/AMAZON	KidZone Class supplies	-119.60
			KidZone Class supplies, Glue and pencil boxes	080-2199-619-000-0000-000-110 10/27/2020 06/29/2021	-119.60
258	12/08/2020	33328	NCS Pearson Inc	Connors 3 Teacher Response Booklets	-90.00
			Connors 3 Teacher Response Booklets	025-2140-614-239-0000-000-705 12/08/2020 06/29/2021	-90.00
270	12/16/2020	889	Voss Lighting	Exterior downlight for middle school	-240.00
			Exterior downlight for middle school, 3000K, 6500L Lithonia ARC2LED P5 30K MVOLT DDBXD	000-2620-618-000-0000-000-505 12/16/2020 06/29/2021	-240.00
289	01/21/2021	51311	PC Innovations Inc.	HP/Apple Repair	-1,523.74

## Change Order Listing

**Options:** Fund: General Fund, Year: 2020-2021, ReferenceDate: PO Date, Date Range: 6/28/2021 - 6/30/2021, PO Range: 1 - 999, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
			HP Chromebooks/Apple iPad Repair	000-2230-432-000-0000-000-705	02/04/2021 06/29/2021 -1,523.74
296	01/27/2021	470	Jostens	Valedictorian Stoles & Trophies	-22.34
			(16) VALEDICTORIAN STOLAS(16) VALDEICTORIAN TROPHIES	021-2410-682-000-0000-000-705	01/27/2021 06/29/2021 -22.34
327	03/01/2021	435	Cummins Southern Plains Inc.	Repair of Route 1 Bus, DEF sensor	-3,500.00
			Replacement of DEF header, Drop DEF Tank, Replace all Fluids and Gegeneration Analyzer, This will be done by Cummins Sales and Service	009-2740-439-000-0000-000-050	03/01/2021 06/29/2021 -3,500.00
335	03/03/2021	2613	BSN Sports	Flags for Graduation	-171.00
			(6) Newcastle flags for graduation	000-2490-682-000-0000-000-705	03/03/2021 06/29/2021 -171.00
354	03/10/2021	51019	Teachers Pay Teachers	Classroom Allowance	-110.00
			Classroom Allowance	031-1000-619-100-1050-000-105	03/10/2021 06/29/2021 -110.00
355	03/10/2021	51019	Teachers Pay Teachers	Classroom Allowance	-110.00
			Classroom Allowance	031-1000-619-100-1050-000-105	03/10/2021 06/29/2021 -110.00
374	03/29/2021	8317	PROSPERITY BANK (WEBSTAUANT STORE)	Kitchen Supplies	-468.18
			3' dial thermometers for freezers	000-3120-617-700-0000-000-705	03/29/2021 06/29/2021 -24.42
			CHANGE OF PRICE ON PRODUCT #407FULL16G -ALUMINUM PANS	000-3140-617-700-0000-000-705	05/04/2021 06/29/2021 -2.00
			Thermocouple Thermometer kit For testing internal temp of ovens.	000-3120-617-700-0000-000-050	04/08/2021 06/29/2021 -318.99
			48 Qt./12 gallon trash can with lid. (required by health dept. in ECC Restroom.)	000-3120-617-700-0000-000-110	04/08/2021 06/29/2021 -49.99
			Aluminum sheet pans 18"x26"	000-3140-617-700-0000-000-705	03/29/2021 06/29/2021 -42.95
			RED SANITIZING BUCKET	000-3140-617-700-0000-000-705	03/29/2021 06/29/2021 -8.38
			BLUE 6 QUART CLEANING PAIL	000-3140-617-700-0000-000-705	03/29/2021 06/29/2021 -21.45
382	04/05/2021	750	Pro-Ed Inc	Classroom Curriculum	-14.80
			Edmark Reading Program-Second Edition: Levels 1 & 2, Print Combo #13646 for Rene Doughty's classroom	000-1000-644-239-0000-000-110	04/05/2021 06/30/2021 -14.80
383	04/05/2021	47944	Amazon	(412-Scott) BMITE Supplies	-1,758.02
			(4) Mounting Kits; (4) Internal Solid State Storage; (5) Wireless Chargers; (1) Mic Stand; (1) Mic Suspension Boom; (3) Microsoft Surface Pro 7 w/Windows 10 Software; (3) Hoverbar; (2) Adjustable Camera Arm; (1) Screw adapters; (2) Tripods; (2) UV Light Sanitizers	412-1000-653-316-8100-000-705	04/05/2021 06/29/2021 -1,205.04
			Price Increase	412-1000-653-316-8100-000-705	04/05/2021 06/29/2021 -552.98
490	05/24/2021	47944	Amazon	(412-Duncan) Wood burning kits & supplies	-12.53
			(412-Duncan) Wood burning kids & supplies	412-1000-619-314-8400-000-705	05/24/2021 06/30/2021 -12.53
493	05/25/2021	2561	Lakeshore Equipment Co.	(511) Math and Reading learning materials for ECC	-5.98
			(511) Math and Reading learning materials for ECC	511-1000-619-429-0000-000-110	05/25/2021 06/30/2021 -5.98
511	06/03/2021	223	Tri-City Publishing Inc.	Article for Summer Child Nutrition Requirements	-9.20
			Article for Summer Feeding Child Nutrition Requirement for Summer Feeding-Public	018-2560-540-000-0000-000-050	06/03/2021 06/30/2021 -9.20

## Change Order Listing

**Options:** Fund: General Fund, Year: 2020-2021, ReferenceDate: PO Date, Date Range: 6/28/2021 - 6/30/2021, PO Range: 1  
- 999, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount	
513	06/03/2021	713	VIRCO MFG. CORP.	(ESSER) Elementary Cafeteria Tables	-6,806.88	
		(ESSER) 12-foot, 16-seat folding cafeteria tables for the elementary cafeteria, shipping included, Quote# 8244112	794-2620-651-000-0000-000-105	06/03/2021	06/30/2021	-6,806.88
525	06/08/2021	2858	Capital One/Walmart	Canopy for Summer Food Distribution	-135.02	
		Canopy for Child Nutrition during Summer FeedingEZ UP instant commercial canopy	018-3140-651-701-0000-000-050	06/08/2021	06/30/2021	-135.02
531	06/14/2021	47944	Amazon	Books for HS Library	2.59	
		Books for HS Library	000-2220-641-000-0000-000-705	06/14/2021	06/29/2021	-1,480.10
			000-2220-641-000-0000-000-705	06/29/2021		1,482.69
534	06/17/2021	51252	SupplyOne Oklahoma City Inc	(500) 15x12x10 Cardboard Boxes	-13.40	
		(500) 15x12x10 Cardboard Boxes	000-2580-619-000-0000-000-050	06/17/2021	06/30/2021	-13.40
536	06/21/2021	47944	Amazon	(412-Duncan) Televisions for Kitchens	-500.00	
		(412-Duncan) 3 - 32" Televisions for kitchens	412-1000-653-314-3400-000-705	06/21/2021	06/29/2021	-500.00

<b>Non-Payroll Total:</b>	<b>(\$313,830.24)</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>(\$313,830.24)</b>

## Project Totals

000	NON-CATEGORICAL	-261,302.80
009	Transportation - Brett	-10,358.38
010	Maintenance - Scott	-190.34
011	Maintenance - General	-98.24
018	CHILD NUTRITION NON PROG 700	-144.22
021	HS SUPPLIES	-82.34
025	SPEC ED TESTING MATERIALS	-90.00
026	GIFTED TALENTED TESTING	-287.90
031	CLASSROOM ALLOWANCE	-13,748.12
055	FY21 MS OETT GRANT	-643.58
065	FY21 Grant Used for Art Supplies	-420.73
080	Kid Zone	-119.60
412	VOCATIONAL ASSISTANCE GRANT	-15,167.79
511	TITLE 1 PART A BASIC	-5.98
788	CARES Act	-4,363.34
794	ESSER II SDE	-6,806.88

## Unit Totals

000	Non Specified Site	-42,895.02
050	DISTRICTWIDE	-132,529.80
105	ELEMENTARY SCHOOL	-47,704.32
110	EARLY CHILDHOOD	-16,579.86
505	MIDDLE SCHOOL	230.46
705	HIGH SCHOOL	-74,351.70

Change Order Listing

**Options:** Fund: Technology Bond Fund 39, Year: 2020-2021, ReferenceDate: PO Date, Date Range: 6/28/2021 - 6/30/2021, PO Range: 1 - 999, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
24	07/01/2020	47944	Amazon	Technology Supplies - Rick	-857.93
			Increase in Blanket PO cover purchases need for projects for remainder of FY2021	013-2580-653-000-0000-000-050 05/27/2021 06/28/2021	-1,000.00 142.07
25	07/01/2020	47944	Amazon	Technology Supplies - Admin	-1,419.14
			Technology Supplies - Admin	000-2580-653-000-0000-000-050 07/01/2020 01/07/2021	-1,392.75 -26.39
28	07/01/2020	2797	Synergy Datacom	Networking Supplies	-589.60
			Networking Supplies	013-2580-653-000-0000-000-050 01/15/2021	-589.60
45	09/23/2020	2766	CDW LLC	Blanket PO for Technology Supplies & Equipment	-1,916.42
			Blanket PO for Technology Supplies & Equipment	013-2230-653-000-0000-000-705 04/13/2021 06/28/2021	-2,551.18 634.76

<b>Non-Payroll Total:</b>	<b>(\$4,783.09)</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>(\$4,783.09)</b>

**Project Totals**

000	NON-CATEGORICAL	-1,419.14
013	Technology - Rick	-3,363.95

**Unit Totals**

050	DISTRICTWIDE	-2,866.67
705	HIGH SCHOOL	-1,916.42

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 7/22/2021, PO Range: 105 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	105	07/01/2021	80764	KRISTI SLAWSON STANDIFER	Provide Speech Language Services for ESY-July 2021	2,000.00
				Provide Speech Language Services for Extended School Year during the month of July 2021	000-2153-337-239-0000-000-050 07/01/2021	2,000.00
11	106	07/01/2021	51356	MBI Industrial Inc	(412-Morgan) Plasma Table Exhaust	11,048.00
				(412-Morgan) Plasma Table Exhaust	412-1000-656-311-8000-000-705 07/01/2021	11,048.00
11	107	07/01/2021	8367	EDGENUITY, INC.	TCLA Online Curriculum	44,225.00
				TCLA Secondary Online Curriculum - licensing for up to 125 students, CTE Digital Libraries, PD Webinar training, 25 eDynamic Electives per Enrollment per Semester	035-2230-653-000-0000-000-705 07/01/2021	17,225.00
				TCLA Elementary - 44 Single User Content Licenses with Genius	035-2230-653-000-0000-000-105 07/01/2021	22,000.00
				IS Elementary PD Onsite Day	035-2213-860-000-0000-000-105 07/01/2021	5,000.00
11	108	07/01/2021	9293	SchoolSafeID LLC	(721-GEER) ECC Smart Dismissal Package	2,358.95
				Smart Dismissal Software for ECC	721-2230-653-000-0000-000-110 07/01/2021	499.00
				Smart Dismissal Parent and Student Tags	721-2230-619-000-0000-000-110 07/01/2021	1,800.00
				Shipping	721-2230-653-000-0000-000-110 07/01/2021	59.95
11	109	07/01/2021	4577	APPLE COMPUTER	(721-GEER) ECC Dismissal iPads	1,196.00
				iPad, 32GB, Wi-Fi for Smart Dismissal System	721-2230-653-000-0000-000-110 07/01/2021	1,196.00
11	110	07/01/2021	47944	Amazon	(721-GEER) iPad Cases for Smart Dismissal	91.96
				SEYMAC iPad Case for ECC Smart Dismissal iPads	721-2230-653-000-0000-000-110 07/01/2021	91.96
11	111	07/01/2021	5004	Edmentum	(793 ESSER) ExactPath-Math-Elementary	20,625.00
				Exact Path Math Library - Elementary - 750 LicensesQuote #Q-341548	793-1000-653-100-2200-000-105 07/01/2021	20,625.00
11	112	07/01/2021	5784	GAGGLE.NET INC.	(793-ESSER) Gaggle Student Safety	11,580.00
				Gaggle Safety Management for Student Email and Student Drive Storage. One Year Service. HS, MS, Elementary only	793-2230-653-000-0000-000-105 07/01/2021	4,580.00
					793-2230-653-000-0000-000-505 07/01/2021	3,500.00
					793-2230-653-000-0000-000-705 07/01/2021	3,500.00
11	113	07/01/2021	8236	LEXIA	(511-Title I) Lexia Site License - Elementary	9,000.00
				Lexia Core5 Reading - Site License for Elementary	511-1000-653-429-1050-000-105 07/01/2021	9,000.00
11	114	07/01/2021	5742	ES2	(793-ESSER)MS HVAC Control System Upgrades	88,565.00
				Replace HVAC System Control system on 46 RTUs to correspond with district control system, see attached quote	793-2640-433-000-0000-000-505 07/01/2021	88,565.00
11	115	07/01/2021	5004	Edmentum	(793-ESSER) Exact Path/Study Island MS	17,899.25
				Exact Path Core Library plus Study Island Core Library and ELA / Math Assessments for the Middle School, 485 licenses, Quote# Q-341475	793-1000-653-100-4000-000-505 07/01/2021	8,899.25
					793-1000-653-100-4400-000-505 07/01/2021	9,000.00

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 7/22/2021, PO Range: 105 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	116	07/01/2021	51272	BadgePass, Inc	(793-ESSER) Badge Printers and Supplies	14,556.00
			(3) BadgePass Identity Manager systems (ECC, Elementary, Middle School), (10) printing ribbons, cleaning kits and PVC cards	793-2670-653-000-0000-000-105	07/01/2021	4,852.00
				793-2670-653-000-0000-000-110	07/01/2021	4,852.00
				793-2670-653-000-0000-000-505	07/01/2021	4,852.00
11	117	07/01/2021	9294	Comp Risk Management Inc.	FY22 Workers Compensation Insurance	49,517.00
			FY22 Workers Compensation Insurance	000-5300-290-000-0000-000-050	07/01/2021	49,517.00
11	118	07/01/2021	8650	JAMF HOLDINGS, INC.	(721-GEER) Smart Dismissal iPad Management	70.00
			(4) Zuludesk Management Licenses for the Smart Dismissal iPads	721-2230-653-000-0000-000-110	07/01/2021	70.00
11	119	07/01/2021	9295	SafeFleet	(793-ESSER) Student Transportation Management	32,315.00
			Student Transportation Management system including GPS Software Subscription, Student Tracking Multi-Card RFID Reader, Compass Route Building and Management Software, Training, Mobile Data Terminals, Installation, shipping, Parent Notification Portal. Proposal #21-32618:30	793-2740-653-000-0000-000-050	07/01/2021	32,315.00
11	120	07/06/2021	8261	Action Based Learning	(541) Registration for Training-Jill Mayes	1,190.00
			(541) Registration for Jill Mayes and Michael Allen to attend ABL training in OKC, July 28-29, 2021	541-2213-860-000-0000-000-105	07/06/2021	595.00
				541-2213-860-000-0000-000-110	07/06/2021	595.00
11	121	07/07/2021	51204	Oklahoma Autism Center	Reducing Challenge Behavior training-Aug 5	2,000.00
			Reducing Challenge Behaviors training for August 5, 2021	794-2213-860-000-0000-000-110	07/07/2021	2,000.00
11	122	07/07/2021	8989	MARENEM INC	Phonics Flashcards & Classroom Kits	1,138.50
			(18) 6"x6" Phonics Flashcards; (3) "Original" Classroom Kits	024-1000-619-100-1050-000-110	07/07/2021	1,138.50
11	123	07/07/2021	4618	KATHERYNE B .PAYNE EDUCATION CENTER	Structured Learning Basics July 12-16 -Cindy Trent	980.00
			Structured Language Basics Training - July 12-16, 2021 for Cindy Trent	367-2213-860-000-0000-000-105	07/07/2021	980.00
11	124	07/07/2021	51019	Teachers Pay Teachers	Structured Literacy Lesson Templates	25.00
			Science of Reading-Structured Literacy Lesson Templates Secret Stories	024-1000-619-100-1050-000-110	07/07/2021	25.00
11	125	07/07/2021	8951	LOVING GUIDANCE, INC	Feeling Buddies Deluxe Tool Kit	373.75
			(1) Feeling Buddies Deluxe Tool Kit	024-1000-619-100-1050-000-110	07/07/2021	373.75
11	126	07/07/2021	51305	PROSPERITY BANK (EBAY)	Prentice Hall Literature Teacher Ed.	54.79
			(1) Prentice Hall Literature British Tradition Teacher Ed. 2 Vol.ISBN 9780131317611ebay product ID 1646070879publication year 2007	333-1000-641-100-1140-000-705	07/07/2021	54.79
11	127	07/07/2021	8367	EDGENUITY, INC.	Additional CTE Courses for HS	2,750.00
			Additional CTE Courses for HS	362-1000-653-100-2725-000-705	07/07/2021	2,750.00

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 7/22/2021, PO Range: 105 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	128	07/07/2021	51293	Prosperity Bank (Travel Expenses)	(412-Morgan) Travel Expenses for 7/19/21-7/22/21	800.00
				Travel Expenses for Big 3 Field Days-Stillwater July 19-22 Room & Meals	412-1000-332-311-8000-000-705 07/07/2021	800.00
11	129	07/07/2021	2766	CDW LLC	Dell 2-in-1 Chromebooks for ECC	2,371.62
				Dell 2-in-1 Touchscreen Chromebooks for ECC	794-1000-653-100-1050-000-110 07/07/2021	2,188.62
				Google Management License	794-1000-653-100-1050-000-110 07/07/2021	183.00
11	130	07/07/2021	713	VIRCO MFG. CORP.	(ESSER) Elementary Cafeteria Tables	6,806.88
				(ESSER) 12-foot, 16-seat folding cafeteria tables for the elementary cafeteria, shipping included, Quote #844112	794-2620-651-000-0000-000-105 07/07/2021	6,806.88
11	131	07/07/2021	47944	Amazon	(TCLA) Office furniture for Kaisha Mathis	932.14
				(TCLA) Office furniture for Kaisha Mathis	035-2520-651-000-0000-000-705 07/07/2021	932.14
11	132	07/07/2021	10101	Prosperity Bank (Vista Printing)	(TCLA) Promotional Display	150.00
				(TCLA) Promotional Display (2) 18"x24" Foam Boards-Custom for TCLA; (1) Floor standing easel; (1) Table Top Easel; Design Fee; Shipping & Handling	035-2560-540-000-0000-000-705 07/07/2021	150.00
11	133	07/08/2021	2766	CDW LLC	(ESSER) Chromebook Charging Carts	23,809.14
				(ESSER) Chromebook Charging carts for elementary classrooms (AC-PLUS-36)	794-1000-653-100-1050-000-105 07/08/2021	23,809.14
11	134	07/08/2021	2766	CDW LLC	(ESSER) Lightspeed Chromebook Management	17,729.00
				Lightspeed Filter Subscription License - 1 Year	794-2230-653-000-0000-000-105 07/08/2021	4,130.00
					794-2230-653-000-0000-000-110 07/08/2021	3,000.00
					794-2230-653-000-0000-000-505 07/08/2021	3,000.00
					794-2230-653-000-0000-000-705 07/08/2021	3,000.00
				Lightspeed Classroom Management Subscription License - 1 Year	794-2230-653-000-0000-000-105 07/08/2021	1,599.00
					794-2230-653-000-0000-000-110 07/08/2021	1,000.00
					794-2230-653-000-0000-000-505 07/08/2021	1,000.00
					794-2230-653-000-0000-000-705 07/08/2021	1,000.00
11	135	07/12/2021	51272	BadgePass, Inc	Annual Service Agreement	481.13
				Annual service subscription for badge printing system, 1 device	000-2580-432-000-0000-000-705 07/12/2021	481.13
11	136	07/12/2021	51303	Int. Society for Tech in Education	(TCLA) Online Teaching Bundles-PD for TCLA Staff	595.00
				(TCLA) 7-Online Teaching Bundles Prof. Dev. for TCLA Staff	035-2573-860-000-0000-000-705 07/12/2021	595.00
11	138	07/12/2021	4768	CAREER TECH	(412-FACS) New Teacher Workshop Registration	500.00
				(412-FACS) New Teacher Workshop Registration	412-2213-860-314-8400-000-705 07/12/2021	500.00
11	139	07/13/2021	51357	Lacey England	(412-FACS) Reimbursement	1,000.00
				(412-FACS) Reimbursement for meals, travel & lodging for New Teacher Workshop, July 19-21, 2021, Stillwater	412-2213-860-314-8400-000-705 07/13/2021	1,000.00

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 7/22/2021, PO Range: 105 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	140	07/20/2021	47944	Amazon	(60) Binders for New Teacher Orientation	97.70
			(60) Binders for New Teacher Orientation	000-2213-619-000-0000-000-050	07/20/2021	97.70
11	141	07/20/2021	978	Office Depot	Printing of Nurse Passes	150.00
			(1000) 2 part NCR Nurse Passes	000-2132-550-000-0000-000-105	07/20/2021	150.00
11	142	07/20/2021	4993	OKACTE	(412-Morgan) Oklahoma Summit Registration	100.00
			(412-Morgan) Oklahoma Summit Registration	412-2213-860-311-8000-000-705	07/20/2021	100.00
11	143	07/20/2021	456	Award Solutions of Oklahoma	(3) Name plates for Board Members	100.00
			(3) Name plates for Board Members	902-2319-682-900-0000-000-050	07/20/2021	100.00
11	144	07/20/2021	191	Okla State School Boards Assoc Inc	Investing in Students and the Future	100.00
			Investing in Students and the Future: Effective Capital Improvement Planning for Schools; 2 credit hours-finance & ethics for John Maker	000-2340-860-000-0000-000-050	07/20/2021	100.00
11	145	07/21/2021	8385	SCHOOL NUTRITION ASSOC OF OKLAHOMA	Membership Renewal	197.00
			School Nutrition Association Membership Renewal	000-3180-617-700-0000-000-705	07/21/2021	144.50
			School Nutrition Association Membership renewal for Malinda Wilson.	000-3140-617-700-0000-000-705	07/21/2021	52.50
11	146	07/21/2021	33315	J & W Tire	(4) New Tires for 2017 Ford F250 (B. Morgan's)	1,131.10
			(4) New tires fro 2017 Blue Ford F250 4X4 (Brandon Morgan's)	009-2740-612-000-0000-000-050	07/21/2021	1,131.10
11	147	07/22/2021	47944	Amazon	Office Furniture, Parking Tags	1,300.00
			Office Furniture, Parking Tags	021-2620-651-000-0000-000-705	07/22/2021	1,300.00
11	148	07/22/2021	8389	ELITE TROPHIES	(14) Staff Name Badges	56.00
			(14) Staff Name Badges	021-2410-619-000-0000-000-705	07/22/2021	56.00
11	149	07/22/2021	81609	JENNIFER SANDERS	(TCLA) Mileage Reimbursement	1,500.00
			(TCLA) Mileage Reimbursement	034-2199-580-281-0000-000-705	07/22/2021	1,500.00
11	150	07/22/2021	82691	DAVID UMMEL	(TCLA) Mileage Reimbursement	1,500.00
			(TCLA) Mileage Reimbursement	034-2199-580-281-0000-000-705	07/22/2021	1,500.00
11	151	07/22/2021	82583	KAISHA MATHIS	(TCLA) Mileage Reimbursement	1,500.00
			(TCLA) Mileage Reimbursement	034-2199-580-281-0000-000-705	07/22/2021	1,500.00
11	152	07/22/2021	82407	TAYLOR D WESTMORELAND	(TCLA) Mileage Reimbursement	1,500.00
			(TCLA) Mileage Reimbursement	034-2199-580-281-0000-000-705	07/22/2021	1,500.00
11	153	07/22/2021	82464	MARIAH N MCELHANEY	(TCLA) Mileage Reimbursement	1,500.00
			(TCLA) Mileage Reimbursement	034-2199-580-281-0000-000-705	07/22/2021	1,500.00
11	154	07/22/2021	51351	Cady Bailey	(TCLA) Mileage Reimbursement	1,500.00
			(TCLA) Mileage Reimbursement	034-2199-580-281-0000-000-705	07/22/2021	1,500.00
11	155	07/22/2021	82711	PATRICIA SKINNER	(TCLA) Mileage Reimbursement	1,500.00
			(TCLA) Mileage Reimbursement	034-2199-580-281-0000-000-705	07/22/2021	1,500.00

## Newcastle Public School

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 7/22/2021, PO Range: 105 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount	
11	156	07/22/2021	344	CCOSA	Registration for Ferguson-Federal Programs	300.00	
				Registration for Ferguson to attend Federal Programs Boot Camp	000-2213-860-000-0000-000-050	07/22/2021	300.00
11	157	07/22/2021	51359	Jeramiah Walker APRN-CNP, PLLC	Bus Driver & Coaches Physicals	1,000.00	
				(40) Bus Driver & Coaches Physicals	009-2720-616-000-0000-000-050	07/22/2021	1,000.00
<b>Non-Payroll Total:</b>						<b>\$383,765.91</b>	
<b>Payroll Total:</b>						<b>\$0.00</b>	
<b>Balance Forward:</b>						<b>\$0.00</b>	
<b>Report Total:</b>						<b>\$383,765.91</b>	

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 7/22/2021, PO Range: 40 - 999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	40	07/01/2021	1010	Hagar Restaurant Services	Parts to repair MS Kitchen warmers	231.60
					275 Watt Blanket Heater (HA02-05-273-00) to repair MS Kitchen pizza warmer plate from HAGAR RESTAURANT & SUPPLY	49.30
					1000W Air element (CC0811-214-K) to repair CRESCOR upright portable warmer IN MS Kitchen from HAGAR RESTAURANT & SUPPLY	132.30
					Shipping charge for parts for MS Kitchen from HAGAR RESTAURANT & SUPPLY	50.00
21	41	07/07/2021	9292	Oklahoma Specialty Supply	Marker Boards	2,971.00
					(2) 4x16 white markerboards, (2) 4x8 white markerboards, adhesive and freight	2,971.00
21	42	07/07/2021	1198	Waxie's Enterprises LLC	Paper towels and Tissue	9,653.00
					Scott coreless 2-ply jumbo roll bath tissue	4,613.00
					Scott Pro 25703 hi-capacity hard roll towel white 671150	5,040.00
21	43	07/12/2021	1198	Waxie's Enterprises LLC	Square Scrub Doodle Scrub Deluxe Kit	1,082.59
					Square Scrub Doodle Scrub Deluxe Kit	1,082.59
21	44	07/20/2021	47944	Amazon	Restroom signage for baseball field	11.28
					Three pack of ADA unisex handicap restroom signs	11.28
21	45	07/20/2021	1010	Hagar Restaurant Services	Replace the power switch on top oven-ECC Cafe	500.00
					Replace the power switch on the top oven in the ECC Cafe	500.00
21	46	07/20/2021	1010	Hagar Restaurant Services	Repair top oven in HS Cafe	500.00
					Repair top oven in HS Cafe	500.00
21	47	07/21/2021	9296	Bryan's Flooring	Carpet for new Admin offices	2,183.00
					Replacement carpet for new admin offices, base cove and labor. Estimate# 67586	2,183.00
21	48	07/21/2021	51279	IDN-Global, Inc	Leversets and Thumbturns throughout district.	581.00
					14 Leversets, 1 deadbolt, 7 thumbturns and shipping included in cost.	581.00
21	49	07/21/2021	9296	Bryan's Flooring	Carpet for 5th Grade Music Rooms	4,765.00
					Carpet for 5th Grade Music Rooms (vocal and band). Estimate# 67585	4,765.00
21	50	07/22/2021	51355	A Few Good Mexicans Landscaping LLC	Additional Landscaping	2,000.00
					Removal of dead trees and shrubs	2,000.00
21	51	07/22/2021	1262	P & L FIRE PROTECTION, INC.	5th Grade Fire Sprinkler Head Swap	500.00
					Swap out some sprinkler heads throughout building.	500.00

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 7/22/2021, PO Range: 40 - 999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	52	07/22/2021	1262	P & L FIRE PROTECTION, INC.	HS Gym Fire Sprinkler Heads	4,950.00
				012-2670-438-000-0000-000-705	07/22/2021	4,950.00
					Replace all sprinkler heads in the whole building.	
21	53	07/22/2021	1262	P & L FIRE PROTECTION, INC.	Elementary School Fire Sprinkler Head Swap	1,250.00
				012-2670-438-000-0000-000-105	07/22/2021	1,250.00
					Replace the majority of the sprinkler heads throughout the building.	
21	54	07/22/2021	8376	C2 DEVELOPMENT, LLC	Change order on Admin construction	200.00
				000-2620-437-000-0000-000-705	07/22/2021	200.00
					Change order to modify desk installation	
21	55	07/22/2021	9297	EDS Electric	Installation of MS Gym LED Lights	4,500.00
				000-2620-434-000-0000-000-505	07/22/2021	4,500.00
					Installation of MS Gym LED Lighting	
21	56	07/22/2021	9297	EDS Electric	Electrical Installation Projects	4,980.00
				000-2620-434-000-0000-000-705	07/22/2021	4,980.00
					Various electrical installation projects around district - see attached quote	
21	57	07/22/2021	9297	EDS Electric	Install mechanical timer on Admin compressor	300.00
				000-2620-434-000-0000-000-705	07/22/2021	300.00
					Installation of timer on Admin compressor system	

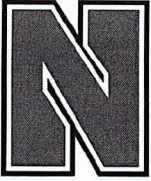
<b>Non-Payroll Total:</b>	<b>\$41,158.47</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Balance Forward:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>\$41,158.47</b>

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 7/22/2021, PO Range: 37 - 999, Fund Codes: 39

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
39	37	07/07/2021	8379	EMS LINQ INC	School Website Hosting	2,163.00
				School website hosting - annual fee	07/07/2021	2,163.00
			000-2580-653-000-0000-000-705			
39	38	07/19/2021	5075	PEAK UPTIME	Mitel IP license upgrade	175.00
				Mitel SX-200 License upgrade, 28	07/19/2021	175.00
				count		

<b>Non-Payroll Total:</b>	<b>\$2,338.00</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Balance Forward:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>\$2,338.00</b>



# NEWCASTLE PUBLIC SCHOOLS

## Purpose of Activity Fund Account

Original  
 Amended

Account Name: Insurance & Repair Fees Account #: 901 Site #: District

### Scheduled Fundraising Events:

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

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

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

Insurance payments for 1-to-1 devices Repair payments for 1-to-1 devices Other payments relating to 1-to-1 devices
--

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

Revenue will be transferred into the general fund for the purposes of paying for parts, repairs and any other related services.
---

JEFF LANDES

Sponsor Name

7-22-21

Date Submitted

21-22

School Year

[Signature]

Sponsor Signature

\_\_\_\_\_  
Activity Fund Custodian Signature

\_\_\_\_\_  
Supervisor Signature if Applicable  
(Principal or Athletic Director)

[Signature]  
Chief Financial Officer Signature

\_\_\_\_\_  
Date Approved by Board of Education

# JANI-KING® MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Jani-King of \_\_\_\_\_ Oklahoma \_\_\_\_\_, Inc. ("Jani-King") and \_\_\_\_\_ Newcastle Public School District \_\_\_\_\_ ("Client").

## 1. PERFORMANCE OF SERVICES

1.1 Performance of the services scheduled shall be extended from 2<sup>nd</sup> day of August, 2021 and expire on the 30<sup>th</sup> day of June, 2022.

1.2 The term of the Agreement shall be for one (1) year from the date services are scheduled to begin.

1.3 Jani-King will provide the services described in Exhibit A ("Services") to the "Named Areas" which are defined in Exhibit A.

1.4 The Services shall be performed at the location(s) listed on Exhibit A of this Agreement.

1.5 Jani-King agrees to provide the Service to the Named Areas Four except where specified (4) times per week on the days circled:

Monday      Tuesday      Wednesday      Thursday      Friday      Saturday      Sunday

1.6 Newcastle Public School agrees to furnish all equipment and tools necessary to provide the Services.

1.7 Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King personnel's exposure to hazardous or harmful materials located in the Named Areas.

## 2. PAYMENT OF SERVICES

2.1 Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit A, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibit A, and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.

2.2 Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.

2.3 From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

**2.4 It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.**

2.5 In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made advance if it deems Client to be a credit risk.

## 3. INDEPENDENT BUSINESS RELATIONSHIP

3.1 It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and employees of the franchise owner.

3.2 Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and not withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.

3.3 Client agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

## 4. RENEWAL AND TERMINATION

4.1 ~~This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.~~

4.2 Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "cure period") to the reasonable satisfaction of the terminating party. In the event the defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

4.3 All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

**5. GENERAL PROVISIONS**

5.1 In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.

5.2 The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.


5.3 Any waiver of either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.4 Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.

5.5 The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representatives, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.

5.6 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 27<sup>th</sup> day of July, 2021.

Jani-King of Oklahoma, Inc.  	<b>Newcastle Public Schools</b> Client Name
Signature of Jani-King's Authorized Agent	Signature of Client's Authorized Agent
Jill Hill-Harper/ Regional Director	
Print Name/ Title	Print Name/ Title
Notice Address for Jani-King:	Billing and Notice Address for Client:
<b>3535 NW 58<sup>th</sup> Street, Suite 200</b>	<b>101 North Main Street</b>
Address	Address
<b>Oklahoma City, OK 73112</b>	<b>Newcastle, OK 73065</b>
City, State, ZIP	City, State, ZIP

# EXHIBIT A- TO JANI-KING MAINTENANCE AGREEMENT

## Cleaning Schedule- Newcastle High School Campus- August 2, 2021 through June 30, 2022

**Location(s) Where Services Will Be Performed:**

Client Name: Newcastle Public Schools
Street: 101 North Main Street
City: Newcastle
State: OK 73065
Building Name(s): HS-East, HS West, New Gym, Old Gym, Auditorium (Library & Classrooms), Robotics, Band, Field House, Ag Bldg, Cafeteria, Cheer, Concession, Administration Bldg
Phone: (405) 373-2311

**Named Areas:**

A.	Entrances
B.	Restrooms/Locker Rooms
C.	Lobbies/Corridors
D.	General Offices
E.	Classrooms/Labs/Libraries
F.	Cafeterias, Gym, Auditorium, Concessions

**Nightly Cleaning:** HS-East, HS West, New Gym, Old Gym, Auditorium (Library & Classrooms), Robotics (Old Summit- Only clean a single stall RR), Band, Field House, Ag Bldg (Responsibility-2 classrooms & Office), Cafeteria (2 Lunch Periods- Clean in between lunches daily), Cheer, Concession (, Football- 2 large sets of RR, must be cleaned and checked daily.) Administration Bldg

**A. Entrances**

1. Clean glass, glass entry and exit doors inside and out.
2. Vacuum rugs, carpet and entry mats.
3. Empty trash receptacles, clean receptacles when needed and replace liners. (Liners to be furnished by Newcastle Public Schools)
4. Dust windowsills, ledges and frames.
5. Sweep and mop floors (paying special attention to corners).

**B. Restrooms/Locker Rooms in Gym**

1. Stock towels, tissue, and hand soap. (Furnished by Newcastle Public Schools)
2. Empty sanitary napkin receptacles and wipe with a disinfectant and replace liners (Liners furnished by Newcastle Public Schools).
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
7. Toilet seats to be cleaned on both sides using a disinfectant.
8. Scour and sanitize all basins. Polish bright work.
9. Dust partitions, top of mirrors, and frames.
10. Remove splash marks from walls around basins.
11. Mop and rinse restroom floors with a disinfectant.
12. Clean and sanitize showers.

### **C. Lobbies/Corridors**

1. Empty trash receptacles, clean receptacles when needed and replace liners (liners to be furnished by Newcastle Public Schools).
2. Dust windowsills, ledges and frames.
3. Remove fingerprints/handprints and smudges from glass.
4. Sweep, mop and disinfect floors (special attention to corners, edges and baseboards).
5. Vacuum rugs, carpet and entry mats.
6. Disinfect tables, countertops, chairs, door handles, light switches.
7. Clean, disinfect and polish drinking fountains.
8. Spot clean carpets and rugs.

### **D. General Offices**

1. Empty trash receptacles, clean and disinfect as needed and replace liners (liners furnished by Newcastle Public Schools).
2. Dust windowsills, ledges and frames.
3. Remove fingerprints/handprints and smudges from glass and partitions.
4. Sweep, mop and disinfect floors.
5. Vacuum carpeting, taking care to get into corners and along edges.
6. Disinfect door handles, light switches and counter tops.
7. Spot clean carpets and rugs as needed or on school breaks.

### **E. Classrooms/Labs/Libraries/Auditorium/Concessions**

1. Empty trash receptacles, clean and disinfect as needed and replace liners (liners to be furnished by Newcastle Public Schools).
2. Dust windowsills, ledges and frames.
3. Clean and remove fingerprints/handprints and smudges from glass.
4. Sweep and mop floors.
5. Vacuum carpet and rugs.
6. Wipe and disinfect tables, countertops, chairs, door handles, light switches, computer stands.
7. Replace paper towels and soap (to be furnished by Newcastle Public Schools).
8. Clean and disinfect all sinks. Polish bright work.

## **Weekly Cleaning**

### **A. All Named Areas**

1. Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture.
2. Thoroughly vacuum under all mats at entrances.
3. Clean metal thresholds, kick plates and inside all door jams.

## **Monthly Cleaning**

### **A. All Named Areas**

1. Complete all high dusting not reached in the above-mentioned cleaning, including vents and registers.
2. Clean storage areas.
3. Remove fingerprints from walls.
4. Buff hard surface floors, if needed, to present the best possible appearance.
5. Clean marker boards and vacuum marker board trays if applicable.

## **Summer Cleaning**

### **A. All Named Areas**

1. Complete all stripping and waxing of hard surface finished flooring in NAMED AREAS AND SITES LISTED. (This does not include gym floors.)
2. Thoroughly extract/clean carpet.
3. Thoroughly scrub restroom floors and all non-finished hard surface flooring. This will include the Gym Locker Rooms.
4. Prepare school with deep cleaning prior to school starting in August.

## JANI-KING'S RECOMMENDED CLEANING SCHEDULE FOR NEWCASTLE HIGHSCHOOL SITES

### Daily Cleaning During School Year (Monday-Thursday)

<b>1. Classrooms, Auditoriums, Libraries, Offices, Lounges, Conference Rooms, Entrances, Lobbies, Hallways/Corridors, Stairways, and Elevators</b>	Mon	Tue	Wed	Th	Fri
a. Empty all waste receptacles. Clean soiled receptacles. Replace plastic liners as needed (no food or drink spills left on or within liners, no holes or tears in liners).	X	X	X	X	
b. Spot-clean glass in doors and partitions and on the inside of windows to remove smudges.	X	X	X	X	
c. Dust horizontal/vertical surfaces as needed. Student desktops disinfected and spot cleaned to remove heavy marking or graffiti.	X	X	X	X	
d. Spot clean walls, doors, and ledges as needed.	X	X	X	X	
e. Vacuum all carpet areas and spot clean as needed.	X	X	X	X	
f. Dust mop or sweep hard floor surfaces.	X	X	X	X	
g. Spot mop/thoroughly clean hard floor surfaces as needed.	X	X	X	X	
h. Clean sinks and replenish paper products.	X	X	X	X	
i. Clean/disinfect water fountains.	X	X	X	X	
j. Wipe baseboards. During breaks or as needed by soilage.					
k. Vacuum any carpets or mats and check carpets for spot cleaning.	X	X	X	X	
l. Clean all entranceways.	X	X	X	X	
m. Clean doorknobs, rails, door push-plates, and door kick plates.	X	X	X	X	
n. Remove cobwebs as needed. Paying special attention during times when school is out of session.	X	X	X	X	

<b>2. Restrooms</b>	Mon	Tue	Wed	Th	Fri
a. Thoroughly clean and disinfect restrooms after school each evening, and police/spot clean in midmorning and midafternoon. <b>Recommend using a restroom cleaning machine on a regular basis, such as the Advance Reel Cleaning Machine.</b>	X	X	X	X	
b. Remove all trash to a collection point.	X	X	X	X	
c. Refill paper towel, soap, and toilet paper dispensers.	X	X	X	X	
d. Sweep and clean floors; clean/disinfect all plumbing fixtures, including all sinks, toilet bowls/urinals, inside and outside, shower nozzles, and shower faucets.	X	X	X	X	
e. Clean all mirrors/frames.	X	X	X	X	
f. Dust all ledges, vents, partitions, and light fixtures above sinks.	X	X	X	X	
g. Spot clean all partitions with disinfectant.	X	X	X	X	
h. Spot clean all walls, doorknobs, push plates, and kick plates.	X	X	X	X	
i. Clean shower area, removing body oil and soap film buildup, disinfecting all surfaces, and cleaning all water drains of debris.	X	X	X	X	
j. Clean all soap dispensers as needed.	X	X	X	X	
k. Remove all graffiti as possible, turn in maintenance requests.	X	X	X	X	
l. Ensure all plumbing is operational; that there are no stoppages or leaks.	X	X	X	X	
m. Remove cobwebs from ceilings/walls. Paying special attention during times when school is out of session.	X	X	X	X	

<b>4. Locker Rooms, Dressing Areas, and Gym</b>	Mon	Tue	Wed	Th	Fri
a. Empty and clean, as needed, all waste receptacles.	X	X	X	X	
b. Spot clean walls, furniture, and lockers. Paying special attention during times when school is out of session.	X	X	X	X	
c. Remove cobwebs as needed. Paying special attention during times when school is out of session.	X	X	X	X	
d. Clean/disinfect all horizontal surfaces as needed.	X	X	X	X	
<b>Gyms</b>					
a. Dust mop floor as needed. (No petroleum based dust mop treatment)	X	X	X	X	
b. Spot mop as needed. (Damp mop or autoscrub wood floor 1 time per week)	X	X	X	X	

**Weekly/Monthly Cleaning During School Year (Monday-Thursday)**

<b>1. Classrooms, Libraries, Auditoriums, Offices, Lounges, Conference Rooms, Entrances, Lobbies, Hallways/Corridors, Stairways, and Elevators</b>	Mon	Tue	Wed	Th	Fri	Monthly
a. Clean all doors.	<b>X</b>					
b. Clean all chalkboards or white boards. If applicable		<b>X</b>				
c. Clean Chalkboard or white board trays. If applicable.		<b>X</b>				
d. Dust vertical furniture surfaces, wall vents, and vertical wall trim.			<b>X</b>			
e. Remove cobwebs as needed. Paying special attention during times when school is out of session.						<b>X</b>
f. Clean all doorknobs, push plates, and kick plates. Paying special attention during times when school is out of session.	<b>X</b>					
g. Buff hard surfaces having floor finish (exception: sealed concrete floors - monthly). Paying special attention during times when school is out of session.						<b>X</b>
g. Clean/disinfect all telephones.	<b>X</b>					
h. Clean all entrance glass.	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		
i. Damp mop ceramic, concrete, terrazzo, resilient tile floors.	<b>X</b>					

<b>2. Restrooms</b>						Monthly
a. Machine scrub restroom floors one time per month. Paying special attention during times when school is out of session.						<b>X</b>

<b>5. Stairways</b>	M	TU	W	TH	F
a. Completely damp mop treads. Paying special attention during times when school is out of session.	<b>X</b>				
b. Clean handrails.	<b>X</b>				

<b>6. Minimal Service Area, Mechanical Areas</b>	M	TU	W	TH	F
a. Remove all trash and debris, as needed.				<b>X</b>	
b. Sweep/mop all hard surface floor areas, as needed.					<b>X</b>
c. Turn in maintenance work to school liaison or designated contact.	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>

### Administration Building Office Cleaning

<b>1. Offices, Break Room/Kitchen, Conference Rooms, Entrances, Lobbies, Hallways/Common Areas, Stairways, Reception Area, Training/Meeting Area</b>	Mon	Tue	Wed	Th	Fri
a. Empty all waste receptacles. Clean soiled receptacles. Replace plastic liners as needed (no food or drink spills left on or within liners, no holes or tears in liners).	X	X	X	X	X
b. Spot Clean glass in doors daily and thoroughly clean every Friday.	X	X	X	X	X
c. Dust horizontal/vertical surfaces as needed. Student desktops disinfected and spot cleaned to remove heavy marking or graffiti.					X
d. Spot clean walls, doors, and ledges as needed.					X
e. Spot vacuum all common area carpets.	X	X	X	X	
f. Thoroughly vacuum all carpet, and spot clean carpet as needed.					X
g. Spot dust mop or sweep hard floor surfaces.	X	X	X	X	
h. Thoroughly mop and clean hard floor surfaces as needed.					X
i. Replenish kitchen paper products.	X	X	X	X	X
j. Thoroughly clean kitchen sink and surfaces.					X
k. Clean/disinfect water fountains.	X	X	X	X	X
l. Wipe baseboards. During breaks or as needed by soilage.					X
m. Vacuum any carpets or mats and check carpets for spot cleaning.	X	X	X	X	X
n. Clean all entranceways.	X	X	X	X	X
o. Clean doorknobs, rails, door push-plates, and door kick plates.					X
p. Remove cobwebs as needed. Paying special attention during times when school is out of session.					X

<b>2. Restrooms</b>	Mon	Tue	Wed	Th	Fri
a. Thoroughly clean and disinfect restrooms.	X	X	X	X	X
b. Remove all trash to a collection point.	X	X	X	X	X
c. Refill paper towel, soap, and toilet paper dispensers.	X	X	X	X	X
d. Sweep and clean floors; clean/disinfect all plumbing fixtures, including all sinks, toilet bowls/urinals, inside and outside.	X	X	X	X	X
e. Clean all mirrors/frames.	X	X	X	X	X
f. Dust all ledges, vents, partitions, and light fixtures above sinks.	X	X	X	X	X
g. Spot clean all partitions with disinfectant.	X	X	X	X	X
h. Spot clean all walls, doorknobs, push plates, and kick plates.	X	X	X	X	X
i. Clean all soap dispensers as needed.	X	X	X	X	X
j. Ensure all plumbing is operational; that there are no stoppages or leaks.	X	X	X	X	X
k. Remove cobwebs from ceilings/walls. Paying special attention during times when school is out of session.	X	X	X	X	X

**Pricing Option includes Jani-King covering Maintenance to existing machines in working order at the start of the original contract, labor, employee taxes, supervision. Pricing reflects a full time day porter Monday through Thursday and working half day on Fridays. Night-crew will work 4 days only. Monday through Thursday.**

**Newcastle Public Schools will be responsible for cleaning chemicals, all consumables such as paper towels, toilet tissue, hand soap and trash liners; existing floor scrubbers and all other equipment needed to perform services. Jani-King will be responsible for repairs of equipment used by Jani-King employees. All equipment should be in working order at the start of the contract.**

**Night crew or day porter will make sure the administration offices are cleaned per schedule Monday through Thursday prior to administration building closing for the day. Friday morning- the day porter will thoroughly clean and accomplish administration cleaning detail during administration building open hours of service for Friday.**

**ADDITIONAL CLEANING OPTIONS**

Upon Client’s authorization below, the following services will be performed for the fee listed below (tax not included):

**EXTRA EVENTS AND FUNCTIONS**

- Provide clean-up for extra events on weekends and evenings at an hourly rate of \$15.00 per hour.
- Provide Electrostatic/Machine Disinfecting when requested at an hourly rate of \$20.00 per hour- only charged in addition to the every other day electrostatic spraying of high touch surfaces.

<p>_____</p> <p>Client’s Authorizing Signature</p> <p>_____</p> <p>Print Name/Title</p>
--

The Service, as defined in the Agreement, will be performed for the monthly charge of:


*See Pricing breakdown by High School Site Location*

**PRICING SCHEDULE-NEWCASTLE PUBLIC SCHOOLS**

HS Site	Sq. Ft	Notes	Sq Ftg Calculations	Electrostatic Price 10 months	Monthly Price	Annual Price
Multi-Purpose/Cheer	4,800		\$0.050	\$187.200	\$240.00	\$3,067.20
HS East	17,000	12 Classrooms and Main Office Area	\$0.065	\$663.000	\$1,105.00	\$13,923.00
HS West	25,328	24 Classrooms	\$0.065	\$987.790	\$1,646.32	\$20,743.63
HS New Gym	23,516	1200 seats	\$0.065	\$917.120	\$1,528.54	\$19,259.60
HS Old Gym	18,000	Contains wrestling room much smaller seating bowl area	\$0.065	\$702.000	\$1,170.00	\$14,742.00
Auditorium, Library, Classrooms	31,000	Auditorium-712 Seats, 2 sets of RR, Used Daily for Music Class	\$0.060	\$1,209.000	\$1,860.00	\$23,529.00
Robotics	2,416	Old Summitt-Only clean a single stall RR	\$0.050	\$94.220	\$120.80	\$1,543.82
Band	3,300	Single Bldg, One Story, Small RR	\$0.060	\$128.700	\$198.00	\$2,504.70
Field House	13,998	2-story Bldg, weight room downstairs; upstairs workout facility. Three main areas downstairs. Three areas upstairs	\$0.060	\$545.920	\$839.88	\$10,624.48
HS- Ag Building	8,281	Responsibility-2 classrooms & Office	\$0.050	\$322.960	\$414.05	\$4,968.60
Cafeteria	5,500	2 Lunch Periods-Clean in between lunches daily	\$0.060	\$214.500	\$330.00	\$4,174.50
Concession	3,000	Football- 2 large sets of RR, must be cleaned and checked daily.	\$0.050	\$117.000	\$150.00	\$1,800.00
Administration	20,000		\$0.045	\$780.000	\$900.00	\$11,580.00
	176139			\$6,869.41	\$10,502.59	\$132,900.49

**Pricing Option includes Jani-King covering maintenance to existing machines in working order at the start of the original contract, labor, employee taxes, supervision. Pricing reflects a full time day porter Monday through Thursday and working half day on Fridays. Night-crew will work 4 days only. Monday through Thursday.**

**Newcastle Public Schools will be responsible for cleaning chemicals, all consumables such as paper towels, toilet tissue, hand soap and trash liners; existing floor scrubbers and all other equipment needed to perform services. Jani-King will be responsible for repairs of equipment used by Jani-King employees. All equipment should be in working order at the start of the contract.**

_____	
Client's Authorizing Signature	Jani-King Signature
_____	Jill Hill-Harper/ Regional Director
Print Name/Title	Print Name/Title

# EXHIBIT A- TO JANI-KING MAINTENANCE AGREEMENT

## Cleaning Schedule- Newcastle Middle School Campus- , 2021 through June 30, 2022

**Location(s) Where Services Will Be Performed:**

Client Name: Newcastle Public Schools
Street: 101 North Main Street
City: Newcastle
State: OK 73065
Building Name(s): Middle School-611 E. Fox Ln Newcastle, OK 73065
Phone: (405) 373-2311

**Named Areas:**

A.	Entrances
B.	Restrooms/Locker Rooms
C.	Lobbies/Corridors
D.	General Offices
E.	Classrooms/Labs/Libraries
F.	Cafeterias, Gym, Auditorium, Concessions

**Nightly Cleaning: Middle School**

**A. Entrances**

1. Clean glass, glass entry and exit doors inside and out.
2. Vacuum rugs, carpet and entry mats.
3. Empty trash receptacles, clean receptacles when needed and replace liners. (Liners to be furnished by Newcastle Public Schools)
4. Dust windowsills, ledges and frames.
5. Sweep and mop floors (paying special attention to corners).

**B. Restrooms/Locker Rooms in Gym**

1. Stock towels, tissue, and hand soap. (Furnished by Newcastle Public Schools)
2. Empty sanitary napkin receptacles and wipe with a disinfectant and replace liners (Liners furnished by Newcastle Public Schools).
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
7. Toilet seats to be cleaned on both sides using a disinfectant.
8. Scour and sanitize all basins. Polish bright work.
9. Dust partitions, top of mirrors, and frames.
10. Remove splash marks from walls around basins.
11. Mop and rinse restroom floors with a disinfectant.
12. Clean and sanitize showers.

### **C. Lobbies/Corridors**

1. Empty trash receptacles, clean receptacles when needed and replace liners (liners to be furnished by Newcastle Public Schools).
2. Dust windowsills, ledges and frames.
3. Remove fingerprints/handprints and smudges from glass.
4. Sweep, mop and disinfect floors (special attention to corners, edges and baseboards).
5. Vacuum rugs, carpet and entry mats.
6. Disinfect tables, countertops, chairs, door handles, light switches.
7. Clean, disinfect and polish drinking fountains.
8. Spot clean carpets and rugs.

### **D. General Offices**

1. Empty trash receptacles, clean and disinfect as needed and replace liners (liners furnished by Newcastle Public Schools).
2. Dust windowsills, ledges and frames.
3. Remove fingerprints/handprints and smudges from glass and partitions.
4. Sweep, mop and disinfect floors.
5. Vacuum carpeting, taking care to get into corners and along edges.
6. Disinfect door handles, light switches and counter tops.
7. Spot clean carpets and rugs as needed or on school breaks.

### **E. Classrooms/Labs/Libraries/Auditorium/Concessions**

1. Empty trash receptacles, clean and disinfect as needed and replace liners (liners to be furnished by Newcastle Public Schools).
2. Dust windowsills, ledges and frames.
3. Clean and remove fingerprints/handprints and smudges from glass.
4. Sweep and mop floors.
5. Vacuum carpet and rugs.
6. Wipe and disinfect tables, countertops, chairs, door handles, light switches, computer stands.
7. Replace paper towels and soap (to be furnished by Newcastle Public Schools).
8. Clean and disinfect all sinks. Polish bright work.

## **Weekly Cleaning**

### **A. All Named Areas**

1. Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture.
2. Thoroughly vacuum under all mats at entrances.
3. Clean metal thresholds, kick plates and inside all door jams.

## **Monthly Cleaning**

### **A. All Named Areas**

1. Complete all high dusting not reached in the above-mentioned cleaning, including vents and registers.
2. Clean storage areas.
3. Remove fingerprints from walls.
4. Buff hard surface floors, if needed, to present the best possible appearance.
5. Clean marker boards and vacuum marker board trays if applicable.

## **Summer Cleaning**

### **A. All Named Areas**

1. Complete all stripping and waxing of hard surface finished flooring in NAMED AREAS AND SITES LISTED. (This does not include gym floors.)
2. Thoroughly extract/clean carpet.
3. Thoroughly scrub restroom floors and all non-finished hard surface flooring. This will include the Gym Locker Rooms.
4. Prepare school with deep cleaning prior to school starting in August.

**Pricing Option includes Jani-King covering Maintenance to existing machines in working order at the start of the original contract, labor, employee taxes, supervision. Pricing reflects a full time day porter Monday through Thursday and working half day on Fridays. Night-crew will work 4 days only. Monday through Thursday.**

**Newcastle Public Schools will be responsible for cleaning chemicals, all consumables such as paper towels, toilet tissue, hand soap and trash liners; existing floor scrubbers and all other equipment needed to perform services. Jani-King will be responsible for repairs of equipment used by Jani-King employees. All equipment should be in working order at the start of the contract.**

### **ADDITIONAL CLEANING OPTIONS**

Upon Client's authorization below, the following services will be performed for the fee listed below (tax not included):

#### **EXTRA EVENTS AND FUNCTIONS**

- Provide clean-up for extra events on weekends and evenings at an hourly rate of \$15.00 per hour.
- Provide Electrostatic/Machine Disinfecting when requested at an hourly rate of \$20.00 per hour.

\_\_\_\_\_  
Client's Authorizing Signature

\_\_\_\_\_  
Print Name/Title

**PRICING SCHEDULE-NEWCASTLE MIDDLE SCHOOLS**

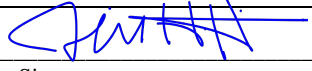
The Service, as defined in the Agreement, will be performed for the monthly charge of:

*See Pricing breakdown for Middle School Site Location with electrostatic pricing*

Site	Sq. Ft	Notes	Sq Ftg Calculations	Electrostatic Price 10 months	Monthly Service Price	Annual Price w/ Electrostatic 10 month Disinfecting
Middle School	86,000	approx	\$0.065	\$4,160.00	\$5,590.00	\$71,240.00

**Pricing Option includes Jani-King covering maintenance to existing machines in working order at the start of the original contract, labor, employee taxes, supervision. Pricing reflects a full time day porter Monday through Thursday and working half day on Fridays. Night-crew will work 4 days only. Monday through Thursday.**

**Newcastle Public Schools will be responsible for cleaning chemicals, all consumables such as paper towels, toilet tissue, hand soap and trash liners; existing floor scrubbers and all other equipment needed to perform services. Jani-King will be responsible for repairs of equipment used by Jani-King employees. All equipment should be in working order at the start of the contract.**

_____	
Client's Authorizing Signature	Jani-King Signature
_____	Jill Hill-Harper/ Regional Director
Print Name/Title	Print Name/Title



# NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number											

## Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

NEWCASTLE PUBLIC SCHOOLS

Tax ID # (FEIN/TIN)

73-0983395

### Sold-To: Address

101 N MAIN ST, NEWCASTLE, OK, 73065-4104, US

### Sold-To: Contact Name

Jeff Landes

### Sold-To: Contact Phone #

(405) 387-6425

### Sold-To: Account #

0013021822

### Bill-To: Address

101 N MAIN ST, NEWCASTLE, OK, 73065-4104, US

### Bill-To: Contact Name

Shasta Feuerborn

### Bill-To: Contact Phone #

4053876301

### Bill-To: Account #

0013021822

### Bill-To: Email

sfeuerborn@newcastle.k12.ok.us

### Ship-To: Address

101 N MAIN ST, NEWCASTLE, OK, 73065-4104, US

### Ship-To: Contact Name

Shasta Feuerborn

### Ship-To: Contact Phone #

4053876301

### Ship-To: Account #

0013021822

### PO #

## Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	C200	SendPro C200
1	DM1RKL	Return Kit for DM100/125 - Large
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	SJS1	C200 SoftGuard
1	STDSL A	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed





# Service Agreement Lab Testing

**Purpose: School Drug and Alcohol Testing: 2021 – 2022 School Year**

Customer: Newcastle Public Schools

Address: 101 N. MAIN, NEWCASTLE OK 73065

Phone: 405.387.6432 Fax: 405.387.3482

Primary Contact Person: Keith Cleghorn

Customer and QualityCare Labs, LLC ("QCL") agree to the following terms and conditions as described below:

QCL agrees to provide the following services for the Customer:

Qualitative Urine Drug Screen for the presence of: (List of Drugs/Substances to be screened)

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> THC (Marijuana) | <input type="checkbox"/> Cocaine       | <input type="checkbox"/> Amphetamine    | <input type="checkbox"/> Benzodiazepines |
| <input type="checkbox"/> Barbiturates    | <input type="checkbox"/> Buprenorphine | <input type="checkbox"/> Ecstasy / MDMA | <input type="checkbox"/> Methamphetamine |
| <input type="checkbox"/> Opiates         | <input type="checkbox"/> PCP           | <input type="checkbox"/> Oxycodone      | <input type="checkbox"/> Methadone       |

Pricing: See the attached Exhibit "A"

Billing: Invoice is due upon receipt.

Results will be provided via secure reporting portal.

**Laboratory Analysis:**

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

**Indemnification:**

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

**Attorney's Fees:**

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

**Entire Agreement:**

This agreement constitutes the entire agreement between the parties with respect to services and supersedes any and all prior agreements and understandings, whether written or oral, between the parties.



QUALITYCARE  
LABS

# Service Agreement Lab Testing

**Amendments:**

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

**Severability:**

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

**Governing Law and Venue:**

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

**Waiver of Breach:**

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

**Change of Information:**

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

**HIPAA Compliance:**

QCL shall be considered a business associate of Customer pursuant to the terms of the Business Associate Agreement attached hereto as Exhibit B.

The terms and pricing will remain in effect for 2021-2022 school year.

The signature below acknowledges that you are the authorized signee for the Customer entity listed above and that you agree to the terms outlined above. This agreement will be effective for one year from the latter of the dates below unless otherwise specified in the agreement above.

Customer: Newcastle Public School

QualityCare Labs, LLC

By: \_\_\_\_\_

By: Bill Wallis

Name (print): \_\_\_\_\_

Name: Bill Wallis

Title: \_\_\_\_\_

Title: DAT Coordinator  
405-766-0035

Date: \_\_\_\_\_

Date: 4/26/2021

CC: Terry Middleton



# Service Agreement Lab Testing

Exhibit "A"

Pricing Schedule

\$ 55 per test for drivers only (minimum of 5 drivers per visit)

\$ \_\_\_\_\_ per test for drivers if QCL is also testing students

\$ \_\_\_\_\_ per test for student test (minimum of \_\_\_\_\_ students)

\$ \_\_\_\_\_ for big test at begin of school year (\_\_\_\_\_ or more)

\$ \_\_\_\_\_ per test for Alcohol test

Newcastle <sup>2/27</sup>



# Service Agreement Lab Testing

Exhibit "B"

## Business Associate Agreement

This Business Associate Agreement ("Agreement") is made and entered into effective as of July 27, 2021 ("Effective Date"), by and between Newcastle Public Schools ("Covered Entity") and QualityCare Labs, LLC, a Texas limited liability company ("Business Associate").

### RECITALS

WHEREAS Covered Entity possesses Protected Health Information ("PHI") that is protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health ("HITECH") Act of 2009, and the rules and regulations issued pursuant to these laws, (collectively, the "Privacy and Security Laws");

WHEREAS Covered Entity wishes to enter into a business relationship with Business Associate to perform services (the "Services") on behalf of Covered Entity;

WHEREAS, in order to provide the Services, Business Associate will access, receive, maintain, create and/or transmit PHI on behalf of Covered Entity; and

WHEREAS Covered Entity and Business Associate wish to enter into this Agreement to set forth the terms and conditions applicable to the use and disclosure of such PHI in compliance with the Privacy and Security Laws.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time under the Privacy and Security Laws. All capitalized terms used in this Agreement but not defined below shall have the meaning assigned to them under the HIPAA Regulations.
  - a. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
  - b. **"HIPAA Regulations"** means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164 subparts A and E ("The Privacy Rule") and the Security Standards as they may be amended from time to time, 45 C.F.R. Parts 160, 162 and 164, Subpart C ("The Security Rule").
  - c. **"HITECH Act"** means the provisions of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA"), known as The Health Information Technology for Economic and Clinical Health, Act 42 U.S.C. §3000 et. seq., and rules, regulations and guidance issued pursuant thereto.



# Service Agreement Lab Testing

d. **"Privacy and Security Laws"** for purposes of this Agreement, HIPAA, the HITECH Act and all regulations, rules, and guidance issued pursuant to HIPAA, and the HITECH Act are collectively referred to as the Privacy and Security Laws.

e. **"Business Associate"** means,

(1) With respect to a Covered Entity, a person who:

(a) On behalf of such covered entity or of an organized health care arrangement (as defined in this section) in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement, creates, receives, maintains, or transmits PHI for a function or activity regulated by the Privacy and Security Laws, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 C.F.R. 3.20, billing, benefit management, practice management, and repricing; or

(b) Provides, other than in the capacity of a member of the workforce of such covered entity, legal, actuarial, accounting, consulting, data aggregation (as defined in 45 C.F.R. 164.501), management, administrative, accreditation, or financial services to or for such covered entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the disclosure of PHI from such covered entity or arrangement, or from another business associate of such covered entity or arrangement, to the person.

(2) A covered entity may be a business associate of another covered entity.

(3) Business Associate also includes a Health Information Organization, E-prescribing Gateway, or other person that provides data transmission services with respect to PHI to a covered entity and that requires access on a routine basis to such PHI; a person that offers a personal health record to one or more individuals on behalf of a covered entity; and a subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate.

f. **"Individually Identifiable Health Information"** means information that is a subset of health information, including demographic information collected from an individual, and;

(1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(2) Relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

(a) that identifies the individual; or

(b) with respect to which there is a reasonable cause to believe the information can be used to identify the individual.



# Service Agreement Lab Testing

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g. **“Protected Health Information” or “PHI”** means individually identifiable health information that is: transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI does not include individually identifiable health information that is included in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), or employment records held by a covered entity in its role as employer, and it does not include information regarding a person who has been deceased for more than 50 years.

h. **“Data Aggregation”** means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

i. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

j. **“Unsecured PHI”** means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified in the guidance issued under Section 13402(h)(2) of the HITECH Act on the HHS Web site.

k. **“Breach”** shall have the meaning given such terms under 45 C.F.R. 164.402 as such regulation is revised from time to time.

l. **“Required by Law”** shall have the meaning set forth in 45 C.F.R. 164.512.

## 2. Permitted Uses and Disclosures.

Business Associate shall not use or disclose PHI it receives from, maintains, or creates on behalf of the Covered Entity except as permitted or required under this Agreement or as Required by Law.

a. **Performance of Services.** Business Associate may use and disclose PHI received from, or created or received on behalf of, Covered Entity in connection with the performance of the Services provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity.

b. **Proper Management and Administration of Business Associate.** Business Associate may use PHI received by Business Associate in its capacity as Business Associate of Covered Entity for the proper management and administration of Business Associate in connection with the performance of Services and as otherwise permitted by this Agreement.



# Service Agreement Lab Testing

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Business Associate may disclose PHI for such proper management and administration of Business Associate, to carry out the legal responsibilities of Business Associate, and as otherwise permitted by this Agreement if such disclosure is either: (1) required by law, or (2) Business Associate obtains reasonable assurances, in writing, from the person to whom the PHI is disclosed that: (i) the PHI will be held confidentially, used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; (ii) the person otherwise agrees to the same restrictions and conditions that apply to Business Associate with respect to such PHI; and (iii) the person will notify Business Associate of any instances of which the person becomes aware in which the confidentiality of the PHI has been breached.

**c. Data Aggregation.** Business Associate may use and disclose PHI received by Business Associate in its capacity as Business Associate of Covered Entity to provide Data Aggregation services relating to the health care operations of Covered Entity.

**d. Disclosures Required by Law.** Business Associate may make such disclosures as are required by law. To the extent permitted by law, Business Associate will promptly notify Covered Entity of disclosure of PHI made by Business Associate under this Section 2(d).

### 3. Prohibited Uses and Disclosures.

**a. Restrictions Agreed to by Covered Entity.** If Covered Entity notifies Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of Covered Entity's PHI pursuant to the 42 C.F.R. 502(c), Business Associate shall, upon written notice, be bound by such additional restrictions and shall not disclose Covered Entity's PHI in violation of such additional restrictions.

**b. Remuneration for PHI.** Business Associate may not disclose PHI if Business Associate receives remuneration, directly or indirectly, from or on behalf of the recipient of the PHI in exchange for the PHI unless such remuneration complies with the provisions of 45 C.F.R. 164.502(a)(5)(ii).

**c. Other Restrictions.** Business Associate may not use genetic information for underwriting purposes or engage in any other restricted uses or disclosures set forth under 45 C.F.R. 164.502.

**4. Limited Data Sets.** Covered Entity and Business Associate agree to limit to the extent practical and except as permitted by 45 C.F.R. 164.502(b)(2), its uses, disclosures and requests of PHI under this Agreement to a Limited Data Set (as defined in 45 C.F.R. 164.514(e)(2)) or, if needed by Covered Entity or Business Associate, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request.

**5. Safeguards, Reporting, Mitigation and Enforcement.** Business Associate shall comply with: (1) administrative safeguards contained in 45 C.F.R. 164.308, (2) the physical safeguards contained in 45 C.F.R. 164.310, (3) the technical safeguards contained in 45 C.F.R. 164.312, and (4) the policies, procedures and documentation requirements contained in 45 C.F.R. 164.316.



# Service Agreement Lab Testing

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- a. **Safeguards.** Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI it creates, receives, maintains or transmits on behalf of Covered Entity. In addition to any safeguards specifically set forth in this Agreement, Business Associate shall use reasonable and appropriate safeguards to prevent use or disclosure of Covered Entity's PHI other than as permitted by this Agreement.
- b. **Business Associate's Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, or created or received by Business Associate for or on behalf of, Business Associate agree to be bound by the same restrictions and conditions that apply to Business Associate under this Agreement, including implementation of reasonable and appropriate safeguards to protect such PHI.
- c. **Reporting.** Business Associate shall report in writing any Security Incident, use or disclosure of Covered Entity's PHI in violation of this Agreement as soon as practical but not more than fifteen (15) business days after becoming aware of such Security Incident, use or disclosure.
- d. **Breach of Unsecured PHI.** With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. 164.412 or as otherwise required by applicable State law, Business Associate shall notify Covered Entity in writing of a Breach of Covered Entity's Unsecured PHI within fifteen (15) days of discovery of such Breach. Such report must include, to the extent possible, the name of each individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in a manner that is not permitted under this Agreement. Business Associate shall also provide, to the extent possible, any other information required by Covered Entity to provide notice to individuals under 45 C.F.R. 164.404(c), to the media under 45 C.F.R. 164.406, and to the Secretary of the United States Department of Health and Human Services ("Secretary") under 45 C.F.R. 164.408. To the extent that such information is not available at the time Business Associate reports the Breach to Covered Entity, Business Associate will provide such information to Covered Entity as it becomes available. For purposes of this Agreement, a Breach of Unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate (including any person, other than the individual committing the breach) or should reasonably have been known to Business Associate following the exercise of reasonable diligence.
- e. **Mitigation.** Business Associate shall have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from Business Associate's use or disclosure of Covered Entity's PHI in violation of this Agreement, the Privacy and Security Laws, or other applicable privacy laws.



# Service Agreement Lab Testing

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f. **Sanctions.** Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses Covered Entity's PHI in violation of this Agreement, the Privacy and Security Laws or other applicable law.

g. **Covered Entity's Rights of Access and Inspection.** From time to time, upon reasonable notice, or upon Covered Entity's reasonable determination that Business Associate has breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement.

h. **United States Department of Health and Human Services.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's and/or Business Associate's compliance with the Privacy and Security Laws. Business Associate shall provide Covered Entity notice of Business Associate's receipt of such request for access unless otherwise prohibited by law.

## 6. **Obligation to Provide Access, Amendment and Accounting of PHI.**

a. **Access to PHI.** Business Associate shall make available to Covered Entity, in the format agreed upon by the Business Associate and the Covered Entity, PHI contained in a Designated Record Set held by Business Associate to allow Covered Entity to fulfill Covered Entity's obligations to provide an individual access to, and copies of, the individual's PHI under the Privacy and Security Laws. The Business Associate shall provide such information in the agreed upon format within ten (10) business days of the Covered Entity's request. In the event that any individual submits a request for access to PHI directly to the Business Associate, the Business Associate shall notify Covered Entity within two (2) business days of such request.

b. **Amendment of PHI.** Business Associate shall make available to Covered Entity PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI in accordance with the Privacy and Security Laws. In addition, Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into applicable records maintained by Business Associate within thirty (30) business days of Business Associate's receipt of request. In the event that an individual submits a request for amendment directly to the Business Associate, the Business Associate shall notify Covered Entity within five (5) business days of such request.

### c. **Accounting of Disclosures of PHI.**

(1) **Record of Disclosures.** Business Associate shall maintain a record of all disclosures of PHI received from or created or received by Business Associate on behalf of, Covered Entity in accordance with 45 C.F.R. 164.528. Business Associate shall make this record available to Covered Entity within thirty (30) business days of the Covered Entity's request.



# Service Agreement Lab Testing

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In the event that any individual submits a request for an accounting directly to the Business Associate, the Business Associate shall notify Covered Entity within five (5) business days of such request.

(2) Certain Disclosures Need Not Be Recorded. The following disclosures need not be recorded as part of an accounting of disclosures:

- (a) disclosures to carry out Covered Entity's treatment, payment and health care operations as those terms are defined under the HIPAA Regulations. However, to the extent that such PHI is maintained in an electronic health record, all disclosures made for treatment, payment or healthcare operations shall be recorded as a disclosure to the extent required by the Privacy and Security Laws;
- (b) disclosures to individuals of PHI about them as provided by the HIPAA Regulations;
- (c) disclosures for Covered Entity's facility's directory, to persons involved in the individual's care, or for other notification purposes as provided by the HIPAA Regulations;
- (d) disclosures for national security or intelligence purposes as provided by the HIPAA Regulations;
- (e) disclosures to correctional institutions or law enforcement officials as provided by the HIPAA Regulations;
- (f) disclosures that occurred prior to the later of (i) the effective date of this Agreement or (ii) the date that Covered Entity is required to comply with HIPAA and the HIPAA Regulations;
- (g) disclosures pursuant to an individual's authorization in accordance with HIPAA and the HIPAA Regulations; and
- (h) any other disclosures excepted from the right to an accounting by the HIPAA Regulations.

**d. Responding to Other Requests from Individuals.** If Covered Entity notifies Business Associate in writing that it requires information from Business Associate in order to respond to any other individual request, Business Associate shall make available to Covered Entity such information within thirty (30) business days from the date of the Covered Entity's request.

## **7. Material Breach, Enforcement and Termination.**



# Service Agreement Lab Testing

- a. **Term.** This Agreement shall become effective the Effective Date and shall continue unless or until the Agreement is terminated in accordance with the provisions of this Agreement or the Business Associate has completed performance of the Services, whichever is earlier.
- b. **Termination.** Covered Entity may terminate this Agreement:
- (1) immediately if Business Associate is named as a defendant in a criminal proceeding for a violation of any Privacy and Security Laws;
  - (2) immediately if a finding or stipulation that Business Associate has violated any of the Privacy and Security Laws, or other applicable laws, is made in any administrative or civil proceeding in which Business Associate has been joined;
  - (3) immediately upon completion of performance of the Services; and
  - (4) pursuant to Sections 7(c) or 8(b) of this Agreement.
- c. **Remedies.** Upon one party's knowledge of a material breach by the other party, the non-breaching party shall either:
- (1) provide an opportunity for the breaching party to cure the breach and end the violation or terminate this Agreement if the breaching party does not cure the breach or end the violation within thirty (30) days of receipt of written notice from the non-breaching party; or
  - (2) immediately terminate this Agreement if the parties agree that the nature of the breach or violation is such that a cure is not possible.
- d. **Knowledge of Non-Compliance.** Any non-compliance by either party with this Agreement will automatically be considered a breach or violation of a material term of this Agreement if the breaching party knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.
- e. **Reporting to United States Department of Health and Human Services.** If efforts to cure any breach or end any violation are unsuccessful, and if termination of this Agreement is not feasible, Covered Entity or Business Associate, as applicable, shall report the breach or violation to the Secretary. The reporting party shall inform the non-reporting party of its intention to file a report.
- f. **Injunctions.** Business Associate acknowledges that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.



# Service Agreement Lab Testing

## 8. Miscellaneous Terms.

- a. **State Law.** Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without written authorization from an individual who is the subject of the PHI, or written authorization from any other person, where such authorization would be required under State law for such use or disclosure.
- b. **Amendment.** Covered Entity and Business Associate agree to enter into good faith negotiations to amend this Agreement to come into compliance with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI. Covered Entity may terminate this Agreement, upon written notice to the other party, in the event that the parties are not able to reach an agreement, within thirty (30) days of beginning such negotiations, that is sufficient to ensure that the parties will be able to comply with such laws and regulations.
- c. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
- d. **Ambiguities.** The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security and confidentiality of PHI, including, but not limited to, Privacy and Security Laws and any rules, regulations and guidance issued pursuant thereto.
- e. **Primacy.** To the extent that any provision of this Agreement conflict with the provisions of any other agreement or understanding between the parties, this Agreement shall control.
- f. **Destruction/Return of PHI.** Business Associate agrees that, pursuant to 45 C.F.R. 164.504 (e) (2) (ii) (I), upon termination of this Agreement, for whatever reason,
- (1) it will return or destroy all PHI, if feasible, received from or created or received by it on behalf of Covered Entity which Business Associate maintains in any form, and retain no copies of such information which for purposes of this Agreement including any backup tapes, copies or recordings. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. An authorized representative of Business Associate shall certify in writing to Covered Entity, within thirty (30) days from the date of termination, that all PHI has been returned or disposed of as provided above and that Business Associate or its subcontractors or agents no longer retain any such PHI in any form.
  - (2) If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify the Covered Entity in writing. The notification shall include:



# Service Agreement Lab Testing

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- (a) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination; and
- (b) Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained by Business Associate after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.
- (3) If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.
- g. Minimum Necessary.** Business Associate will disclose to its subcontractors, agents or other third parties the minimum PHI necessary to perform or fulfill a specific function required or permitted under this Agreement. Covered Entity will disclose to Business Associate the minimum PHI necessary to perform or fulfill a specific function required or permitted under this Agreement.
- h. Integration.** This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof.
- i. Governing Law.** This Agreement is governed by, and shall be construed in accordance with, applicable Privacy and Security Laws and the laws of the State of Oklahoma without regard to choice of law principles.
- j. Notices.** Any notices to be given hereunder to a Party shall be made via certified or registered mail or express courier to such Party's address given below, and/or delivered in person. Notice shall be deemed to be delivered and received: (i) if personally delivered or delivered by courier, at the time the notice is received by the party, or (ii) if by mail, at the close of the third business day following the day the notice was placed in the mail.



# Service Agreement Lab Testing

To Covered Entity:

Newcastle Public Schools  
101 N. MAIN ST  
NEWCASTLE, OK 73065

Attention: JEFF LANDES, CFO

Phone: 405.387.6425

Fax: 405.387.3482

Email jlandes@newcastle.k12.ok.us

To Business Associate:

QualityCare Labs LLC  
5401 N. Portland Avenue, Suite 270C  
Oklahoma City, Oklahoma 73112  
Attention: Jill Wallis  
Cell: (405)766-0035  
Phone: (405) 608-8039  
Fax: (405) 463-0120  
jwallis@rightchoicercx.com

Each party may change its address for the provision of notice by giving notice to the other party in the manner described above.

**k. Privilege.** Notwithstanding any other provision in this Agreement, this Agreement shall not be deemed to be an agreement by Business Associate to disclose information that is privileged, protected or confidential under applicable law to the extent that such privilege, protection or confidentiality (a) has not been waived or (b) is not superseded by applicable law.

[Signature Page Follows]



# Service Agreement Lab Testing

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

COVERED ENTITY:

Newcastle Public Schools

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

BUSINESS ASSOCIATE:

QualityCare Labs, LLC

By: Jill Wallis

Printed Name: Jill Wallis

Its: DAT Coordinator

CC: Terry Middleton

### **STUDENT CONDUCT**

Students ~~are expected to conduct themselves as ladies and gentlemen at all times and~~ shall adhere to all rules, regulations, and policies formulated by the Administration and the Board. Students shall at all times respect the rights of fellow students and of District personnel and shall not provoke any other individual or inflict physical harm upon another, ~~except in self-defense~~. Courtesy and good manners should be the key to a student's conduct at school. ~~The school is a community with rules and regulations. Those who enjoy the rights and privileges provided must also accept the responsibilities that membership demands, including respect for and adherence to school rules.~~ A good attitude towards teachers, staff, and fellow students will make school enjoyable for all. Students shall respect District property and the property of others and may be required to pay for damages intentionally inflicted on District property or the property of others.

Students who engage in conduct or activities which are prohibited by this policy may be subjected to disciplinary action up to and including suspension from school. The disciplinary action taken shall depend upon the nature and severity of the violation and the student's past record of violations, if any. While students are (a) in attendance at school or any function authorized or sponsored by the District; (b) in transit to or from school or any function authorized or sponsored by the District; or (c) on any property subject to the control and authority of the District, students are prohibited from engaging in the following conduct or activities:

1. ~~Use or possession of tobacco, tobacco products, vapor products/e-cigarettes, or other smoking paraphernalia; Smoking, using, and/or possessing tobacco products if under 18 years of age;~~
2. Using, consuming, possessing, or being under the influence of, selling, transferring, distributing, or bartering any alcoholic beverage or low-point beer as defined by state law;
3. Using, consuming, possessing, or being under the influence of, selling, transferring, distributing, or bartering any narcotic drug, stimulant, barbiturate, depressant, hallucinogenic, opiate, inhalant, counterfeit drug, or any other controlled dangerous substance as defined by federal or state law or regulation including any substance which is capable of being ingested, inhaled, or absorbed into the body and affecting the central nervous system, vision, hearing, or other sensory or motor function.
4. Using, possessing, selling, transferring, distributing, or bartering any drug paraphernalia;
5. Using wireless telecommunication devices during school hours without the permission of the principal;

## EI

6. Possessing, using, transferring possession of, or aiding, accompanying, or assisting another student to use any type of weapon, which term includes but is not limited to: guns; rifles; pistols; shotguns; any device which throws, discharges, or fires objects, bullets, or shells; knives; explosive or incendiary devices, including fireworks; hand
7. chains; metal knuckles; or any object that is used as a weapon or dangerous instrument, and any facsimile weapon;
8. **Willful disobedience of a request of any school official.** Disobeying, showing disrespect for, defying the authority of, or being insubordinate to a teacher, administrator, or other District employee, including bus drivers, secretaries, custodians, and cafeteria workers;
9. Leaving school grounds or activities at unauthorized times without permission;
10. Refusing to identify or falsely identifying one's self to District personnel;
11. Entering, without authority, into classrooms or other restricted school premises;
12. Engaging in **hazing** or conduct which endangers or jeopardizes the safety of other persons;
13. Engaging in bullying which is defined as any pattern of harassment, intimidation, threatening behavior, physical acts, verbal or electronic communication directed toward a student or group of students or school personnel that results in or is reasonably perceived as being done with the intent to cause negative educational or physical results and is communicated in such a way as to disrupt or interfere with the school's educational mission or the education of any student;
  - a. Electronic Communication is defined as the communication of any written, verbal, pictorial information or video content by means of an electronic device, including, but not limited to, a telephone, a mobile, or cellular telephone or other wireless communication device, or a computer.
14. Engaging in threatening **or harassing** behavior or **any harassment based on national origin, color, age, religion, gender, gender expression or identity, sexual orientation, veteran status, or disability, including verbal or written**, which is defined as any pattern of behavior or isolated action, whether or not it is directed at another person, that a reasonable person would believe indicates potential for future harm to students, school personnel, or school property;
15. Using profanity, vulgar language or expressions, or obscene gestures;
16. Committing acts of sexual harassment or sexual assaults;
17. Assaulting, battering, inflicting bodily injury on, or fighting with another person;
18. Creating or attempting to create a classroom disturbance, acting in a disorderly manner, disturbing the peace, or inciting, encouraging, prompting, or participating in attempts to interfere with or disrupt the normal educational process, **including making bomb threats or the abuse of fire alarms or safety equipment**;

## EI

19. Showing disrespect, damaging, vandalizing, cutting, defacing, or destroying any real or personal property belonging to the District or any other person;
20. Engaging in extortion, theft, arson, gambling, immoral behavior, forgery, possession of stolen property, and cheating; and
21. Violating the District's policies, Administrative Regulations, Student Handbook provisions, rules, practices, or state law, **including in appropriate use of technology.**
22. **Possession/distribution of** or engaging in the original or relayed transmission of obscene material or child pornography which includes but is not limited to the uncovered genitals, buttocks, or female breasts of persons under the age of 18, via electronic media in the form of digital images, videos, or other electronic images. This provision applies to those students that originate the transmission as well as those students who distribute or post it in any manner other than to submit it to appropriate school or law enforcement authorities. School officials will provide all such material to appropriate law enforcement authorities.

Any student conduct or activity which does not a) occur on school property, b) while the student is in transit to or from school or a school function, or c) on any property subject to the control and authority of the District shall be prohibited if such conduct or activity a) is a continuation of activity which began on school property, b) adversely affects or poses a threat to the physical or emotional safety and well-being of other students, employees, or school property, or c) disrupts school operations.

In addition to disciplinary actions, the District, acting through the Superintendent or a principal, may refer matters to local law enforcement for investigation and prosecution and may pursue criminal complaints and/or charges when a student's actions are criminal in nature.

The District will provide instruction and guidance to students and employees with respect to prevention and prohibition of improper conduct, including harassment and bullying, during the course of each year. To the extent feasible, District will implement suggestions of the Safe School Committee(s) in providing this instruction.



## EMPLOYMENT SCHEDULE "A"

July 27th, 2021

EMPLOYMENT				
Last Name	First Name	New / Replacement	Site / Assignment	Effective
		Replacement	HS / Teacher FACS	8/4/2021
		Replacement	ECC / Teacher Grade 1	8/4/2021
		Replacement	District / Maintenance / Bus Driver	7/27/2021
		Replacement	District / Facilities Supervisor	7/7/2021
		New	ES / Teacher Title 1 Math	8/4/2021
		Replacement	ES / Teacher Art	8/4/2021
		Replacement	District / Maintenance	7/26/2021
		Replacement	ECC / Teacher PE	8/4/2021
HOURLY EMPLOYEES				
Last Name	First Name		Site	Effective
REASSIGNMENTS				
Last Name	First Name	Prior Assignment	New Assignment	Effective
Bryen	Matthew	ECC / Custodian	District / Maintenance	7/26/2021
Canary	Vicki	ES / Custodian	MS / TA PARA	8/4/2021
Gaylor	Nikki	ECC / Custodian	Alt Ed Coordinator	8/4/2021
Lozano	Gracie	HS / Custodian	HS / Site Secretary	7/26/2021
Williams	Charles	MS / Custodian	MS / Cafeteria Manager	8/4/2021
Williams	Krystal	ES / Teacher Title 1	MS / Teacher / Counselor	8/4/2021
RESIGNATIONS				
Last Name	First Name	Assignment	Site	Effective
Barton	Heather	Counselor	ES	7/22/2021
Chapman	Adrienne	Teacher Grade 1	ES	5/27/2021
Hernandez	Haven	Tutor Title VI	ES	5/27/2021
McKenzie	Chris	Athletic Director	District	8/13/2021
Swetz	Melissa	TA / Special ED	ES	5/27/2021
Tucker	Victoria	TA / Special ED	ES	5/27/2021
EXTRA DUTY / STIPENDS / LAY COACHES				
Last Name	First Name	Assignment	Site	Effective
RESCINDED / RESIGNED / REMOVED EXTRA DUTY or STIPENDS				
Last Name	First Name	Assignment	Site	Effective
Corbin	Kelsey	Girls Soccer Head Coach	HS	5/27/2021

\* Contingent Upon Certification