

Newcastle Board of Education Special Meeting
June 6, 2024 6:00 PM
Administration Office Board Room
101 N Main St
Newcastle, Oklahoma 73065

1. Call to Order and Roll Call of Members.
2. 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)
3. Vote to convene or not to convene in executive session
4. Return to Open Session
5. Discussion and possible action regarding employment of personnel, retirements, resignations, terminations, hiring of employees, employment, rehiring and changes to employment contracts of current and prospective district employees as outlined on attached Schedule A
6. Discussion and possible action to approve Express Employment Professionals for Light Industrial Assistance for this summer.
7. Adjournment.

This agenda was posted on the front door of the Administration Building on June 5, 2024, at 4:00pm by Darla Allen



EMPLOYMENT SCHEDULE "A"

June 4th, 2024

EMPLOYMENT				
Last Name	First Name	New / Replacement	Site / Assignment	Effective
		Replacement	HS/Teacher	8/1/2024
		Replacement	HS/Teacher	8/1/2024
		Replacement	ECC/TA SPEC ED	8/1/2024
		Replacement	MS / Assistant Principal	7/17/2024
		Replacement	ES / Principal	7/17/2024
		Replacement	MS/Teacher	8/1/2024
		Replacement	Custodian	6/3/2024
LAY COACHES / HOURLY				
Last Name	First Name	Assignment	Site	Effective
		Admin Data Assist. Indian Educ	District	5/29/2024
		Transportation Summer Intern	District	6/3/2024
		Head Cheer Coach	HS	6/3/2024
		Assist. Football Coach	HS	6/3/2024
		Head Wrestling Coach	HS/MS	10/1/2024
		Girls Basketball Assist	HS	6/3/2024
REASSIGNMENTS				
Last Name	First Name	Prior Assignment	New Assignment	Effective
RESIGNATIONS				
Last Name	First Name	Assignment	Site	Effective
Agliata	Christina	TA	ECC	5/23/2024
Cockrell	Amber	Teacher	MS	5/23/2024
Corley	Stacey	TA SPED	ES	5/23/2024
Dawes	Alexis	Teacher	ES	5/23/2024
Fitch	Lacey	Teacher	HS	5/23/2024
Hale	Zachary	Teacher	HS	5/23/2024
Hale	Breanna	TA SPED	MS	5/23/2024
Hall	Julie	TA	ECC	5/23/2024
Nichols	Janette	Counselor	HS	6/3/2024
Rinehart	Sydney	TA SPED	MS	5/23/2024
Ritter	Ryan	TA	ECC	5/23/2024
Robison	Randall	Teacher	MS	5/23/2024
Rosenbloom	Jennifer	Principal	ECC	6/13/2024
EXTRA DUTY / STIPENDS / LAY COACHES				
Last Name	First Name	Assignment	Site	Effective
RESCINDED EMPLOYMENT / TERMINATIONS				
Last Name	First Name	Assignment	Site	Effective
Bryen	Matthew	Maintenance	District / Job abandonment	5/30/2024
Crane	Donalda	Teacher	ES / Job abandonment	4/5/2024



Respecting people. Impacting business.

SERVICE RATE INFORMATION

JOB TITLE	Pay Rate	Service Rate
Light Industrial	\$16.00/hr	\$21.64/hr
Mark Up		1.35

There will be a charge for national background checks of \$25.00 each ____ Yes ____ No
 There will be a charge for pre-employment drug screening of \$25.00 each ____ Yes ____ No

Please list Criminal Background Requirements: _____

The Client service rate includes Express Employment Professional's absorption of the following expenses:

- Advertising
- Associate Benefits
- Bonding of Employees
- Employment Verification
- General Liability Insurance

- I-9 Verification
- ISO Interview Process
- Payroll Burden Cost
- Recruiting

- Skills Testing
- Weekly Invoicing to Clients
- Weekly Pay for Associates
- Worker's Compensation Insurance

**In the event Express is required to increase wages and/or payroll burden costs as the direct result of any determination, order, or action by any applicable Federal, State, or local government authority, or collective bargaining unit, Client shall reimburse Express Employment Professionals at cost for any such increases.

This quote is for Temporary assignments OR Evaluation hire assignments . Each associate recruited by Express will be required to complete **520** regular hours before being hired by your company. In the event you wish to hire the associate prior to completing the required hours, a balance buyout will be necessary.

The terms of which are specifically incorporated herein and made part hereafter. Client also agrees to submit all timecards and/or group timesheets of Express employees to Express by 8:00 a.m. each Monday. In the event the original signed timecards and/or group timesheets are not provided to Express by Client, it is agreed that Express Employment Professionals will pay their employees from signed faxed timecards, group timesheets, and/or emailed printouts from Client. Client further authorizes Express to treat faxed or emailed copies of signed timecards, group timesheets, or emailed printouts as the original. The authorized email address(es) to submit approval of time worked is: 1) _____ 2) _____ 3) _____

The nature of our business requires that we pay our employees each week. Express Employment Professionals bills for services rendered on a pay-per-hour basis. Our invoices are *net due* upon receipt. Please mail all payments to P.O. Box 203901, Dallas, TX 75320-3901.

Please acknowledge your understanding of these terms by signing below and returning it with your completed credit application and staffing agreement. We appreciate your business and look forward to working with you.

EXPRESS EMPLOYMENT PROFESSIONALS

CLIENT: NEWCASTLE PUBLIC SCHOOL

Signature

Signature

Title

Title

Date

Date

Staffing Agreement

This Agreement is made and entered into this ____ day of _____, 20__, by and between Express Services, Inc., a Colorado corporation, doing business as Express Employment Professionals, with a local notice address of _____ (hereinafter referred to as "Express", "We" and "Our") and _____ (hereinafter referred to as "Client" and "you").

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws. You will include Our associates in all safety and health programs required of the hazards of your workplace including any training, testing, monitoring, and record retention required by law.
3. You agree to safeguard and protect any private or personally identifiable information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information. As between you and Express, all such information shall remain the property of Express, and shall not be: (i) used by you other than in connection with receiving services hereunder; (ii) disclosed, sold, assigned, leased, or otherwise provided to third parties by you; or (iii) commercially exploited by or on behalf of you. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks.
4. The bill rates and/or markup charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state, or local laws that provide benefits to Our associates or upon prior notice. State mandated costs including, but without limitation, sick pay will be charged back to Client. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method within ten (10) days of the invoice date.
5. We agree to maintain insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and agree to maintain Commercial General Liability, Fidelity Bond and Errors and Omissions coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, protected health information, personally identifiable information, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for resulting bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. Express will only provide associates for positions operating a motor vehicle if notified in writing prior to an assignment. Client acknowledges that Client has insurance for any motor vehicle that might be driven by an Express temporary associate, with policy limits of not less than \$3,000,000.00 per occurrence, and Client will list Express as an additional insured on Client's commercial auto, commercial general liability and umbrella policies, and on behalf of Client's insurers, waives all rights of subrogation against Express. Client's insurance shall be primary, and Express's insurance shall not contribute. Client agrees to furnish Express an insurance certificate showing that such coverage protects Express. Limits can be met with umbrella/excess policies. You agree to defend, indemnify, and hold Us harmless for resulting bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
10. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by your breach of this Agreement and/or by your negligence or misconduct.
11. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
12. So long as this Agreement is in effect, both parties agree that they will not disclose or make available any confidential information they receive from the other party to any third party for any purpose whatsoever other than performing under this Agreement or as required by law.
13. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
14. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll (a "Conversion"), you may do so by paying a Conversion fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
15. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm, other than through a Conversion as referenced above, without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.
16. Client represents and warrants that (a) the individual executing this Agreement on behalf of Client has all requisite power and authority to execute and deliver this Agreement; (b) the execution and delivery of this Agreement by Client has been duly authorized; and (c) this Agreement has been duly executed and delivered by Client, and constitutes Client's valid and binding obligation, enforceable against it in accordance with its terms.
17. All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date: _____

Client Agent's Name (please print): _____ Title: _____

Agent's Signature: _____