

Newcastle Board of Education Regular Meeting
June 23, 2026 6:00 PM
Administrative Office Board Room
101 North Main
Newcastle, OK 73065

Attendance Taken at 6:03 PM. Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Present, Ms. Tiffany Elczyn: Present, Mr. Casey Kreger: Present, Ms. Cashlie White: Present.

1. Flag Salute
2. Call to Order and Roll Call of Members
3. Outstanding Service or Achievement Awards

Mr. Jeff Brickman presented Snow Enterprises with the Community Service Award for all of their help. Mr. Brandon Morgan presented Outback Steakhouse for their years of service and providing support to the FFA & 4-H programs.

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

Motion to approve consent agenda Items A-F as presented passed with a motion by Mr. Jeff Dingee and a second by Mr. Casey Kreger.

Ms. Valory Dalton: Absent, Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea

Yea: 4, Nay: 0, Absent: 1

- A. Agenda of Regular Meeting of June 23, 2026
- B. Minutes of Regular Meeting of June 9, 2026
- C. Mr. Brandon Morgan, FFA Advisor, requests permission to travel to Tonkawa, OK (NOC), and Stillwater, OK (OSU) with overnight stays for Livestock Evaluation Contests on July 13-16 with approximately 10 students and 2 adult sponsors and 1 bus
- D. Mr. Brandon Morgan, FFA Advisor, requests permission to travel to Wagoner, OK for the FFA Alumni Leadership Camp. They will be staying overnight from 6-28 to 7-1, 2026, with 6 students and 2 adults and taking 1 bus
- E. Surplus List of June 15, 2026
- F. E-Waste List June 22, 2026

5. Public Input

No Public Input

6. Superintendent and Staff Updates:

Mr. Brandon Morgan presented a slide show of the FFA achievements and activities over the year. Mr. Jeff Brickman reported on the achievements of the Athletic Department. Dr. Walker shared information on the bonds and construction projects.

7. Discussion and possible action to approve the following digital platforms for the 2026-2027 school year:

- Google Education Suite (Gmail, Google Docs, Google Classroom, etc.)
- ~~Class DoJo (Text messaging)~~
- School Messenger (Automated Text, Voicemail, Email - sent through Infinite Campus)
- STOPIT (Bullying reporting)
- HUDL (Athletics only)
- Claslink
- LMS (Schoolology)
- Edgenuity
- SNAP (Athletics)
- SNAP!MOBILE!
- ZOOM Phone
- MINGA
- Parent Square

Motion to approve the list of digital platforms for the 2026-2027 school year with removing Class DoJo as presented passed with a motion by Mr. Jeff Dingee and a second by Ms. Cashlie White.

Ms. Valory Dalton: Absent, Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea
Yea: 4, Nay: 0, Absent: 1

8. Discussion and possible action regarding the Kitchen Exhaust System Cleaning bids received after sending out the RFP

Motion to approve using Greasebusters as presented passed with a motion by Mr. Jeff Dingee and a second by Mr. Casey Kreger.

Ms. Valory Dalton: Absent, Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea

Yea: 4, Nay: 0, Absent: 1

9. Discussion and possible action on the Contract Consent Agenda

Motion to approve the Contract Consent Agenda as presented items A-L passed with a motion by Mr. Jeff Dingee and a second by Ms. Cashlie White.

Ms. Valory Dalton: Absent, Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea

Yea: 4, Nay: 0, Absent: 1

A. FY27 BancFirst Insurance Proposal: 1) FY27Oklahoma Schools Insurance Group; Property, Liability, Cyber, Auto; 2)FY27 LUBA; Workers Compensation

B. FY27 Sports Medicine and Athletic Training Services Subscription Agreement; Norman Regional Hospital Authority

C. FY27 MINGA Subscription Agreement

D. FY27 Melissa Sneed, Speech Language Pathologist

E. FY27 Infinite Campus End User License Agreement

F. FY27 KONE Care Maintenance Agreement

G. FY27 Premier Waste

H. FY27 Tactical Pest Solutions

I. FY27 ES2 Technical Software & Support Agreement

J. FY27 The Board of Regents of the University of Oklahoma, Health Sciences Center

K. FY27OKTLE Agreement

L. FY27 Danielle Torres, Psychological Services

10. Discussion and possible action regarding Financial Consent Agenda

Motion to approve the Financial Consent Agenda as presented items A-G passed with a motion by Mr. Jeff Dingee and a second by Mr. Casey Kreger.

Ms. Valory Dalton: Absent, Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea

Yea: 4, Nay: 0, Absent: 1

A. FY26 General Fund 11 Encumbrances and Change Orders

- B. FY26 Building Fund 21 Encumbrances and Change Orders
- C. FY26 Bond Fund 32 Encumbrances and Change Orders
- D. Bond Fund 39 Encumbrances and Change Orders
- E. FY27 General Fund 11 Encumbrances
- F. FY27 Building Fund 21 Encumbrances
- G. Monthly payroll and extra duty disbursement

11. Discussion and possible action to approve the 2026-2027 appointments:

- Activity Fund Custodian: Shasta Smith
- Child Nutrition, Authorized Representatives: Kristi Ferguson, Tawna Bjork and Paulla Bowden
- Encumbrance Clerk: Shasta Smith
- Federal Programs, Authorized Representatives: Kristi Ferguson and Lynda Chmil
- Federal Program signers: Kristi Ferguson, Jonathan Atchley, and Lynda Chmil
- Minutes Clerk: Darla Allen
- Purchasing Agent: Catharine Walker; Kristi Ferguson up to and including \$5,000.00
- Title VI, Civil Rights Coordinator; Kristi Ferguson
- Title IX, Co-Coordination; Jonathan Atchley, Kiley Rios, Jeff Brickman
- Treasurer: Lynda Chmil
- Treasurer, Assistant: Darla Allen

Motion to approve the 2026-2027 listed appointments as presented passed with a motion by Mr. Jeff Dingee and a second by Ms. Cashlie White.

Ms. Valory Dalton: Absent, Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea
Yea: 4, Nay: 0, Absent: 1

12. New Business

No new business

13. 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)

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

Motion to convene in Executive Session at 8:00pm passed with a motion by Mr. Jeff Dingee and a second by Ms. Cashlie White.

Ms. Valory Dalton: Absent, Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea

Yea: 4, Nay: 0, Absent: 1

15. Return to Open Session

Returned to Open Session at 8:21pm. Dr. Walker, Ms. White, Mr. Kreger, Mr. Dingee and Ms. Elczyn were all in executive session and no votes were taken.

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

Motion to approve Schedule A as attached with naming Krista Cochran as Principal for THRIVE passed with a motion by Mr. Jeff Dingee and a second by Ms. Cashlie White.

Ms. Valory Dalton: Absent, Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea

Yea: 4, Nay: 0, Absent: 1

17. Adjournment

Meeting adjourned at 8:22pm by Ms. Tiffany Elczyn.

President

Vice President

Clerk

Deputy Clerk

Member

Newcastle Board of Education Regular Meeting
June 9, 2026 6:00 PM
Administrative Office Board Room
101 North Main
Newcastle, OK 73065

Attendance Taken at 6:00 PM. Ms. Valory Dalton: Present, Mr. Jeff Dingee: Present, Ms. Tiffany Elczyn: Present, Mr. Casey Kreger: Present, Ms. Cashlie White: Present.

1. Flag Salute

2. Call to Order and Roll Call of Members

3. Discussion and possible action on the Consent Agenda:

Motion to approve consent agenda items A-C passed with a motion by Mr. Jeff Dingee and a second by Ms. Valory Dalton.

Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Ms. Valory Dalton: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea
Yea: 5, Nay: 0

A. Agenda of Regular Meeting of June 9, 2026

B. Minutes of Special Meeting of May 26, 2026

C. Minutes of Regular Meeting of May 12, 2026

4. Receive bids, consider, and award the District's \$5,205,000 General Obligation Combined Purpose Bonds, Series 2026, to the successful purchaser.

Motion to award the District's \$5,205,000 General Obligation Combined Purpose Bonds, Series 2026, to TD Financial Products, LLC passed with a motion by Mr. Jeff Dingee and a second by Ms. Valory Dalton.

Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Ms. Valory Dalton: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea
Yea: 5, Nay: 0

5. Possible consideration and vote to approve a resolution providing for the issuance of the \$5,205,000 General Obligation Combined Purpose Bonds, Series 2026, by Independent School District Number 1 of McClain County, Oklahoma, authorized at an election duly called and held for such purposes; designating bonds for certain provisions of the Internal Revenue Code; prescribing form of bonds and providing for registration thereof, providing for a levy of an annual tax for payment of principal and interest on the same; approving a continuing disclosure agreement; approving and deeming final the official statement pertaining to the bonds; and fixing other details.

Motion to approve the resolution as presented passed with a motion by Mr. Jeff Dingee and a second by Ms. Valory Dalton.

Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Ms. Valory Dalton: Yea, Mr. Jeff Dingee: Yea,
Ms. Tiffany Elczyn: Yea
Yea: 5, Nay: 0

6. Receive bids, consider, and award the District's \$1,710,000 General Obligation Building Bonds, Federally Taxable Series 2026, to the successful purchaser.

Motion to award the District's \$1,710,000 General Obligation Building Bonds, Federally Taxable Series 2026 to First National Bank & Trust passed with a motion by Mr. Jeff Dingee and a second by Ms. Valory Dalton.

Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Ms. Valory Dalton: Yea, Mr. Jeff Dingee: Yea,
Ms. Tiffany Elczyn: Yea
Yea: 5, Nay: 0

7. Possible consideration and vote to approve a resolution providing for the issuance of the \$1,710,000 General Obligation Building Bonds, Federally Taxable Series 2026, by Independent School District Number 1 of McClain County, Oklahoma, authorized at an election duly called and held for such purposes; prescribing form of bonds and providing for registration thereof, providing for a levy of an annual tax for payment of principal and interest on the same; approving a continuing disclosure agreement; approving and deeming final the official statement pertaining to the bonds; and fixing other details.

Motion to approve the resolution as presented passed with a motion by Mr. Jeff Dingee and a second by Ms. Valory Dalton.

Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Ms. Valory Dalton: Yea, Mr. Jeff Dingee: Yea,
Ms. Tiffany Elczyn: Yea
Yea: 5, Nay: 0

8. Board to consider and take action on a motion approving the renewal of the Lease Purchase Agreement dated November 3, 2022, between the District and the Newcastle Educational Facilities Authority for the fiscal year ending June 30, 2027, as required under the provisions of the agreement.

Motion to approve the renewal of the Lease Purchase Agreement dated November 3, 2022, between the District and the Newcastle Educational Facilities Authority for the fiscal year ending June 30, 2027, as required under the provisions of the agreement passed with a motion by Mr. Jeff Dingee and a second by Ms. Valory Dalton.

Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Ms. Valory Dalton: Yea, Mr. Jeff Dingee: Yea,
Ms. Tiffany Elczyn: Yea
Yea: 5, Nay: 0

9. Public Input

No Public Input

10. Presentation and discussion by Dr. Cathy Walker on the Department of Justice Report

Dr. Walker reported on the actions continuing to be taken regarding the DOJ oversight.

11. Discussion and possible action regarding Financial Consent Agenda

Motion to approve the Financial Consent Agenda Items A-I as presented passed with a motion by Mr. Jeff Dingee and a second by Ms. Valory Dalton.

Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Ms. Valory Dalton: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea

Yea: 5, Nay: 0

A. General Fund 11 Encumbrances and Change Orders

B. Building Fund 21 Encumbrances and Change Orders

C. Bond Fund 32 Encumbrances and Change Orders

D. Bond Fund 39 Encumbrances and Change Orders

E. Monthly payroll and extra duty disbursement

F. Revenue Analysis-General Fund

G. Revenue Expenditure Summary-Athletic

H. Revenue-Expenditure Summary-Non Athletic

I. Treasurer's Report

12. New Business

No new business

13. 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)

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

Motion to convene in Executive Session at 6:41pm passed with a motion by Mr. Jeff Dingee and a second by Ms. Valory Dalton.

Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Ms. Valory Dalton: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea

Yea: 5, Nay: 0

15. Return to Open Session

Returned to Open Session at 7:10 PM. Dr. Cathy Walker, Ms. Cashlie White, Mr. Casey Kreger, Ms. Valory Dalton, Mr. Jeff Dingee and Ms. Tiffany Elczyn were in executive session and no votes were taken.

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

Motion to approve Schedule A as attached passed with a motion by Mr. Jeff Dingee and a second by Ms. Cashlie White.

Ms. Cashlie White: Yea, Mr. Casey Kreger: Yea, Ms. Valory Dalton: Yea, Mr. Jeff Dingee: Yea, Ms. Tiffany Elczyn: Yea

Yea: 5, Nay: 0

17. Discussion of 2025-2026 CSI Scorecard and Year 1 of the 2025-2030 Strategic Plan

Dr. Walker and the leadership team gave a report on the 2025-2026 CSI Scorecard and Year 1 of the 2025-2030 Strategic Plan.

18. Adjournment

Meeting adjourned at 9:05PM by Ms. Tiffany Elczyn.

President

Vice President

Clerk

Deputy Clerk

Member



Newcastle Public Schools

101 N. Main
Newcastle, OK 73065
<http://www.newcastle.k12.ok.us>
(405) 387-2890

Board of Education Trip Request Form

Name:

Brandon Morgan

Site:

HS

Grade/Class/Organization:

FFA

No. of Students:

16

No. of Adults:

2

No. of Buses or Transportation:

1

Date(s) of Trip:

7/13 - 16/26

Destination:

7-13 = Tonkawa, OK - NOC

7-14-16 = Stillwater, OK - OSU

Purpose of Trip:

Livestock Evaluation
Contests

Signature

Principal or Supervisor Signature

Date

6-1-26

6/1/26

Date

Superintendent

Date

Trip Request must be submitted prior to 12:00 pm the Thursday before Board Meeting
Submit to Darla Allen



Newcastle Public Schools

101 N. Main
Newcastle, OK 73065
<http://www.newcastle.k12.ok.us>
(405) 387-2890

Board of Education Trip Request Form

Name: Brandon Morgan

Site: HS

Grade/Class/Organization: FFA

No. of Students: 6

No. of Adults: 2

No. of Buses or Transportation: 1

Date(s) of Trip: 6-28-26 - 7-1-26

Destination: Wagoner OK

Purpose of Trip: FFA Alumni Leadership
Camp

[Signature]
Signature

[Signature]
Principal or Supervisor Signature

Superintendent

6-1-26
Date

6/1/26
Date

Date

Trip Request must be submitted prior to 12:00 pm the Thursday before Board Meeting
Submit to Darla Allen

SURPLUS LIST - 6/15/2026

EQUIPMENT DESCRIPTION	SITE /LOCATION	NOTES
Tables - 16 Stool Mobile	Elementary	Several have table top damage. Three have broken lift mechanisms.
Cambro Salad Bar on wheels	Elementary	Brown
Stainless steel serving w/sneeze guard - 5 pan	Elementary	On castors - heating element out.
Slip Resistant Mat - Terra Cotta, 1/2" thick, 3 x 5'	Elementary	Trip hazard- not bevelled
Maintenance Surplus List		
Football field lights-50	HS Conex	
Locker Doors & misc. parts. - 75	HS Gym (old)	

MEMO

To: Newcastle Schools Board of Education

From: Marshall Bingham, IT Director

Date: June 10, 2026

Re: Surplus of outdated/damaged technology and peripherals

I am requesting the following items be declared as surplus. The items listed are unusable due to either defect or age. The equipment will be collected and recycled by ECO Electronics per industry standard and at no cost to the district.

Laptops:

Asset ID	Brand	Model
7616	Microsoft	1960
1321	Lenovo	X131e
7672	Microsoft	1960
1238	Lenovo	X131e
N/A	Lenovo	X131e
1244	Lenovo	X131e
1227	Lenovo	X131e
N/A	Lenovo	X131e
1242	Lenovo	X131e
N/A	Lenovo	X131e
1250	Lenovo	X131e
N/A	Lenovo	X131e
N/A	Lenovo	X131e
N/A	Lenovo	X131e
N/A	Lenovo	X131e
1235	Lenovo	X131e

1261	Lenovo	X131e
1247	Lenovo	X131e
1234	Lenovo	X131e
1245	Lenovo	X131e
1257	Lenovo	X131e
1263	Lenovo	X131e
1259	Lenovo	X131e
N/A	Lenovo	X131e
N/A	Lenovo	X131e
1236	Lenovo	X131e
1258	Lenovo	X131e
1255	Lenovo	X131e
N/A	Lenovo	X131e
1243	Lenovo	X131e
1239	Lenovo	X131e
3221	HP	255 G6
5313	HP	EliteBook 840
4034	HP	EliteBook 840
2338	HP	255 G6
4853	HP	255 G6

Desktops:

Asset ID	Brand	Model
3452	Dell	Optiplex 7010

3459	Dell	Optiplex 7010
3430	Dell	Optiplex 9020
3403	Dell	Optiplex 7020
3448	Dell	Optiplex 9010
3684	Dell	Optiplex 9010
3444	Dell	Optiplex 9010
3431	Dell	Optiplex 9010
3685	Dell	Optiplex 9010
3441	Dell	Optiplex 9010
3435	Dell	Optiplex 9010
3450	Dell	Optiplex 9010
3439	Dell	Optiplex 9010
3445	Dell	Optiplex 9010
N/A	Lenovo	ThinkCentre
4069	HP	ProDesk 600 G1 SFF
3460	Dell	Optiplex 7010
4127	HP	ProDesk 600 G1 SFF
2297	HP	Compaq Elite 8300 SFF
8816	ByteSpeed	NUC11PAH
9294	ByteSpeed	NUC7i5BNH
9293	ByteSpeed	NUC7i5BNH
9296	ByteSpeed	NUC7i5BNH
9297	ByteSpeed	NUC7i5BNH
9298	ByteSpeed	NUC7i5BNH

9299	ByteSpeed	NUC7i5BNH
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Monitors:

Asset ID	Brand	Model
N/A	Acer	V206HQL
4502	Dell	P1911B

Projectors:

Asset ID	Brand	Model
6271	Epson	H982A
4976	Epson	H855A
N/A	Smart	UX80
10301	Epson	H555A
10299	Epson	H555A
10303	Epson	H555A
N/A	Epson	H555A
10297	Epson	H555A
10296	Epson	H555A
N/A	Epson	H555A
N/A	Epson	H555A
10381	Epson	H555A
1493	Epson	H555A
1505	Epson	H555A
N/A	Epson	H555A
1496	Epson	H555A

10377	Epson	H555A
10312	Epson	H555A
10311	Epson	H171A
N/A	Epson	H171A
10298	Epson	H555A
10382	Epson	Power Lite 580
2047	Epson	Power Lite 580
4974	Epson	H855A
2306	Epson	Power Lite 580
2060	Epson	Power Lite 580
2053	Epson	Power Lite 580
2065	Epson	Power Lite 580
2054	Epson	Power Lite 580
2070	Epson	Power Lite 580
4614	Epson	Power Lite 580
2069	Epson	Power Lite 580
6396	Epson	H982A
N/A	Epson	H555A

Chromebook Parts:

Part	Quantity
Screen	84
Battery	118
Bottom Case	59

Keyboard	96
Mousepad	11
Motherboard	18
Top Case	16
Screen Case	42

Access Points (EOL):

Asset ID	Brand	Model
4208	Aerohive	AP650

Misc:

Device	Brand	Total
Mice	N/A	50
Chargers	Dell	30
Smart Boards	Smart	4
Wall Mount	Smart	1
Cassette Feeding Unit	Kyocera	1
Keyboards	N/A	3
Phone	Intel	1
Camera	Hikvision	1
APC Rack Mount	N/A	1
Ethernet Cords	N/A	3
Chromebooks	HP	3
Smartboard	Smart	24
Speaker	Smart	35

Smartboard Markers	Smart	80
Smartboard Erasers	Smart	20
Speaker	Dell	3



Newcastle Public Schools

Paulla Bowden, Child Nutrition Director

101 North Main

Newcastle, OK 73065

(405) 387-6263

RFP : Commercial Kitchen Hood Vent Inspection & Cleaning Services

Issued By: Newcastle Public Schools

Issue Date: June 8, 2026

Proposal Due Date: June 18, 2026

Public Notice

Newcastle Public Schools is seeking proposals from qualified and experienced vendors to provide comprehensive inspection and cleaning services for our commercial kitchen exhaust systems (hoods, ducts, and fans).

This agreement is for the 2026-2027 fiscal year. All primary cleaning and inspection services must be completed during the scheduled Summer Break prior to August 1, 2026. This is a one-year agreement with the option to renew for up to four (4) additional one-year terms upon mutual agreement between Newcastle Public Schools and the awarded vendor.

Scope of Work

The chosen vendor will be responsible for providing the following services to ensure compliance with NFPA 96 (Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations) and local fire codes:

- **Inspection:** Conduct a thorough inspection of all kitchen exhaust systems prior to cleaning.
- **Cleaning:** Clean all hoods, ductwork, exhaust fans, and filters down to bare metal to remove all grease and combustible residues.
- **Site Cleanup:** Ensure the kitchen area, equipment, and floors are adequately protected during cleaning and left in a clean, debris-free state upon completion.
- **Documentation:** Provide a detailed post-cleaning report, including "before and after" photos, and attach a Certificate of Performance/cleaning sticker to each hood showing the date of service and the next scheduled service date.
- **Deficiency Reporting:** Immediately report any system deficiencies, damages, or necessary repairs discovered during the inspection or cleaning process.

Note: Services are needed for Five locations/kitchens.

- Early Childhood Center -251 N.E. 2nd street -1 unit
- Elementary 400 N.W. 10th street -1 unit
- Middle School 611 E. Fox Lane - 3 units
- High School cafeteria 101 N. Main Street - 1 unit
- High School Football Concession 101 N. Main - 1 unit

Vendor Requirements & Qualifications

To be considered, vendors must include the following in their proposal:

- **Proof of Insurance:** Current general liability and worker's compensation insurance.
- **Certifications:** Proof of certification for commercial hood cleaning (e.g., IKECA, PAC, or equivalent) and knowledge of NFPA 96 standards.
- **References:** Contact information for at least three (3) current clients, preferably other school districts or similar institutions.
- **Pricing:** A clear, itemized breakdown of costs per location/hood, as well as any fees for emergency call-outs or additional services.

Proposal Submission

Please submit your proposal, including pricing and required documentation, to:

- **Contact Person:** Paulla Bowden, Newcastle Child Nutrition Director
- **Email:** pbowden@newcastle.k12.ok.us
- **Phone:** (405) 387-6263

All proposals must be received no later than 5:00 PM on June 18, 2026.

Equal Opportunity Statement

"In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: [USDA Program Discrimination Complaint Form](#), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation.

The completed AD-3027 form or letter must be submitted to USDA by:

1. **Mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **Fax:**
(833) 256-1665 or (202) 690-7442; or
3. **Email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider."



June 10, 2026

Paulla Bowden
Newcastle Public Schools
Newcastle, OK 73065
405.387.6263
pbowden@newcastle.k12.ok.us

Kitchen Exhaust System Cleaning

Dear Paulla,

Please consider this as our **FORMAL PROPOSAL** to chemically steam clean the kitchen exhaust system. Service will include all hoods, fans, filters and ductwork.

Service will be provided:

Annually

ECC - \$450 per service
Elementary - \$450 per service
Middle School - \$650 per service
High School Cafeteria - \$450 per service
Concession - \$450 per service

Total - \$2450

No extra charge for emergency call out.
No additional charges added for the cleaning service.

GREASEBUSTERS - YOU COOK, WE'LL CLEAN

1601 SE 66th St STE D OKC, OK 73149 • tel 405-423-2889 • email sfry@greasebusters.com • www.greasebusters.com



We are the only **ISO 9001:2008** certified company in the industry. As such, you can rest assured that your system receives expert service during each cleaning. Before and after pictures are available after each service upon request. All work performed will comply with National Fire Code #96.

By signing this proposal, the undersigned agrees to the above-listed price and services as described as well as the attached additional terms and conditions.

If you have any questions, please feel free to call our office 405-423-2889. Upon acceptance of this proposal please sign and email back to sfry@greasebusters.com and we'll issue a Certificate of Insurance if requested.

Sincerely,

Sean Fry,
COO

Accepted By/Date

GREASEBUSTERS - YOU COOK, WE'LL CLEAN

1601 SE 66th St STE D OKC, OK 73149 • tel 405-423-2889 • email sfry@greasebusters.com • www.greasebusters.com



Additional Terms and Conditions Kitchen Exhaust Cleaning System

Acceptance of the Formal Proposal shall be construed and enforced as an agreement and all services are provided to the Customer (hereinafter referred to as "Customer") in accordance with the Formal Proposal and following terms and conditions set out herein.

The Customer agrees and understands it is the sole responsibility of the Customer to arrange and/or provide access to the Kitchen Exhaust System to be serviced at the time of the regularly scheduled service. If the service cannot be performed due to inaccessibility to the Kitchen Exhaust System or rescheduled for any reason by the client and Greasebusters of Oklahoma City is required to return to complete the service, an additional charge of fifty percent (50%) of the initial service charge shall be added to the total cost of the service. Additional charges may incur if filters are needed on the roof Grease Containment System.

The Customer shall pay for services as set out in the sales order invoice net thirty (30) days from the date the invoice was issued. If the invoice is not paid within thirty (30) days, the customer will be issued a late fee at a rate of 3.5% monthly. If the account is placed in the hands of a collection agency or an attorney for collection, Customer agrees to pay all fees and costs incurred by Greasebusters of Oklahoma City to collect on the unpaid invoice as well as attorney fees and costs in accordance with the laws of the State of Oklahoma.

If store keys and alarm codes are assigned, Customer agrees and understands to notify Greasebusters of Oklahoma City of any changes to the store keys or alarm codes prior to the next regularly scheduled service.

Customer agrees to indemnify Greasebusters of Oklahoma City from any and all damage to, or loss or destruction of, Customer's equipment, property, or any other tangible good owned and/or leased by Customer. Customer hereby waives their rights of subrogation by insurance carrier against Greasebusters of Oklahoma City under any fire or liability insurance policy if deficiencies exist in the system and/or if schedule of service is not maintained.

This agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. This agreement shall continue in full force and effect, and the services performed as described in the Formal Proposal, until terminated by either party with thirty (30) days written notice to the other party. This agreement constitutes the sole and only agreement of the parties and supersedes any other written or oral agreement between the parties. This agreement may not be altered or modified without written approval from both parties.

Customer agrees and understands that if there is a dispute over the quality of service performed, Customer must notify Greasebusters of Oklahoma City and Greasebusters of Oklahoma City shall have fourteen (14) days from the date of notification to perform services for Customer to resolve the dispute over quality of service.

NONE OF THE EXTRA CHARGES OF LATE FEES OR RESCHEDULING FEES APPLY TO NEWCASTLE PUBLIC SCHOOLS.

N/90 TERMS FOR NEWCASTLE PUBLIC SCHOOLS

GREASEBUSTERS - YOU COOK, WE'LL CLEAN

1601 SE 66th St STE D OKC, OK 73149 • tel 405-423-2889 • email sfry@greasebusters.com • www.greasebusters.com



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Resolution of Newcastle School District to Join Oklahoma Schools Insurance Group

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

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

Whereas, OSIG has provided to the District a Plan Document which includes a quotation for certain insurance coverages for the 2026/2027 plan year; and

Whereas, the quotation is acceptable to the District;

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

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

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

Date: _____

Newcastle School District By:

Attest:

President, Board of Education

Clerk, Board of Education

PROPOSAL OF INSURANCE

PREPARED FOR



**NEWCASTLE
PUBLIC SCHOOLS**
Home of the Racers

PRESENTED BY:

Danny Ray Jr., LUTCF

07/01/2026

BancFirst[®] | **Insurance
Services**
▶ **A PROVEN BRAND OF RISK MANAGEMENT**

Service Team

Producer

Danny Ray Jr., LUTCF
danny.ray@bancfirst.insurance
(405) 600-1811

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

Account Manager

Dani Moore, CIC, CISR, CLCS
dani.moore@bancfirst.insurance
(918) 681-7016

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

Claims

Don Holman
don.holman@bancfirst.insurance
(405) 600-1832

Handles claim follow-up and any issues that arise from a claim. Handles claims for all lines of business.

Contacts For Questions

Coverage Questions

Your Local Agent or:

Jennifer McKenzie

Risk Program Administrators
5314 S. Yale Avenue, Suite 900
Tulsa, OK 74135

Phone: 918-764-7137

Fax: 866-420-0695

Email: mailto:Jennifer_mckenzie@osigadmin.org

Eastern Oklahoma Schools (East of I-35)

Guy Griggs

Insurica
11 East Broadway
Sand Springs, OK 74063
Phone: 918-245-2558
Fax: 918-245-8553
Email: guy.griggs@insurica.com

General Program Questions

Rick Thomas

Executive Director
P.O. Box 3068
Tulsa, OK 74101
Phone: 918-688-1056
Fax: 866-420-0695
Email: osigdirector@gmail.com

OSIG Board Members

Terry Davidson – Chairman	Comanche Schools	580.439.2900
Sherry Durkee – Vice Chairman	Sand Springs Schools	918.246.1406
Dr. John Cox – Treasurer	Peggs Schools	918.598.3412
Shelley Free – Secretary	Kiamichi Technology Center	918.465.2323
Jeremy Hogan – Member	Collinsville Schools	918.371.2326
Jeff Daugherty – Member	Merritt Schools	580.225.5460
Jason Lindley – Member	Hartshorne Schools	918.297.2534
Laura Sprouse - Member	Select Actuarial Services	615-620-7584
Steve Moyer - Member	Shelter Insurance	918.396.3379

Information Summary

First Named Insured: Newcastle Public Schools

- The First Named Insured will be the insured that is:
 - Responsible for payment of premium
 - Authorized to make changes in the policy with approval of the insurance company.
 - Authorized to cancel the policy.
 - Designated to receive notice of cancellation

Mailing Address: 101 N. Main
Newcastle, OK 73065

Coverages

OSIG provides a full range of property and liability coverages with the exception of workers compensation.

Property

- Full Replacement Cost— except roofs over 15 years old and Autos, Contractors Equipment and DRO adjusted at ACV or buildings designated as ACV or *Stated Value
- No Coinsurance Clause
- Exclusion— Cosmetic loss to metal roof coverings caused by hail
- Real And Personal Property— Limit Per Occurrence \$2,000,000,000
- Building— Margin Clause 125% of scheduled limits per statement of value
- Business Personal Property— blanket coverage per statement of values, including:
 - Electronic Data Processing Equipment and Media
 - Accounts Receivable
 - Valuable Papers
 - Fine Arts
 - Miscellaneous Property
 - Miscellaneous Unnamed/Undescribed Property
 - Builder's Risk
(Note: all builder's risk projects must be reported to OSIG— frame projects are subject to approval)
 - Outdoor Property— covered all perils
 - Extra Expense
 - Business Income Including Rental Income and Tuition Income
 - Ordinance or Law Including Increased Cost of Construction and Demolition
 - Contractor's Equipment Coverage
 - Debris Removal Coverage
 - Covered Property in Transit
 - Personal Property of Others/Officers/Employees
 - Off Premises Services Interruption Including Extra Expense
 - Vehicle damage
- Newly acquired property coverage— newly acquired property should be reported to OSIG within 30 days of acquisition. \$25,000,000
- Earthquake, volcanic eruption— aggregate any one policy year \$10,000,000
- Flood— aggregate any one policy year \$25,000,000
(Note: Flood Zones A and V are excluded)
- Terrorism \$500,000,000
- Pollution Liability included
- Boiler And Machinery Coverage— any one occurrence \$200,000,000

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

Deductibles Optional increased deductible quotations are available upon request.

- \$100,000 Property deductible per occurrence
- \$100,000 Property deductible per occurrence: windstorm/hail
- \$10,000 Terrorism deductible per occurrence
- \$50,000 Flood, earthquake and pollution
- \$1,000 Boiler/machinery deductible per occurrence

General Liability

- \$2,000,000 limit per occurrence (subject to the Governmental Tort Claims Act)
- Bodily injury, property damage and personal/advertising injury
- Premises/operations and products/completed operations
- Miscellaneous medical professional to include school nurses, student nurses, counselors and Allied Health Programs
- Insureds include district, board members, employees, student teachers and volunteers
- No exclusions for corporal punishment or sexual misconduct
- No deductible
- PTA/PTOs included for coverage if funds flow through school's books

School Board Legal Liability

- Claims-made form
- \$2,000,000 limit per occurrence (subject to the Governmental Tort Claims Act)
- Errors and Omissions Liability including Educational Errors and Omissions sd
- Employment Practices Liability
- Insureds include district, board members, employees, student teachers and volunteers
- Unlimited Prior Acts*/no retroactive date included
- \$25,000 legal costs for IEP administrative hearings
- \$5,000 Deductible

*Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

Employee Benefit Liability

- Claims Made form
- Unlimited Prior Acts*/no retroactive date included

*Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

Automobile Liability

- \$2,000,000 limit per occurrence (subject to the Governmental Tort Claims Act)
- Bodily Injury and Property Damage
- Includes hired and non-owned exposures
- Insureds include district, board members, employees, student teachers and volunteers
- Coverage included for garage liability and garage keepers legal liability
- \$1,000 Auto Property Damage deductible
- No charge for vehicles added/deleted during the policy term; **vehicle changes must be reported to OSIG**

Oklahoma Uninsured Motorist Coverage

- \$25,000 per covered party
- \$50,000 per accident

Automobile Physical Damage

- Actual cash value
- \$1,000 deductible
- Vehicle additions/deletions/changes must be reported to OSIG; no charge for vehicles added/deleted during the policy term
- Please refer to the attached schedule of vehicles

Crime

- \$10,000 limit per occurrence/per district
- Employee dishonesty
- Premises money and securities
- Transit money and securities
- \$1,000 deductible

Cyber Liability

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

Excess Cyber Coverage

- \$2,000,000 Limit
- \$5,000,000 annual aggregate
- * Note, to access full first-party and full liability limits of the Cyber and Excess Cyber coverages, members must have:
- Multi-Factor Authentication (MFA) for all remote access
- Enterprise-wide Endpoint Protection Platform (EPP)
- Without these controls, first-party sublimits are reduced to \$100,000 per coverage, and liability limits for Data Network, Regulatory Defense, Payment Card, and Media Liability are reduced to \$1,000,000 per member.

Excess Liability

- Excess Primary Limits \$3,000,000
- Follow Form Underlying - Excluding Employers Liability.

Deadly Weapon Protection Coverage

- Claims Made Form
- Per Occurrence Limit \$500,000
- Annual Aggregate (Shared by Members) \$2,500,000
- Deductible \$10,000 Event
- Must notify OSIG within 90 days of receiving a notice of a covered accident.

Note: Per occurrence limits are shared limits except as otherwise indicated.

This coverage form is an outline of the coverages provided through OSIG. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual plan language.

Property Schedule

Location	Occupied As	Valuation Type	Building Value	Contents Value
101 N Main-High School	Administrative Building	Replacement Cost	\$4,362,431	\$436,243
101 N Main-High School	Aviation Class Room	Replacement Cost	\$1,199,669	\$143,352
101 N Main-High School	Cafeteria	Replacement Cost	\$1,987,528	\$198,752
101 N Main-High School	Cheer Building	Replacement Cost	\$1,744,972	\$174,496
101 N Main-High School	Fencing	Replacement Cost	\$17,170	\$0
101 N Main-High School	High School Ag Building	Replacement Cost	\$2,467,276	\$246,727
101 N Main-High School	High School Classroom-East	Replacement Cost	\$6,180,111	\$670,885
101 N Main-High School	High School Classroom-West	Replacement Cost	\$9,207,639	\$920,763
101 N Main-High School	High School/Auditorium/Classrooms/Library Addition	Replacement Cost	\$11,253,811	\$1,125,381
101 N Main-High School	Main Gym/High School	Replacement Cost	\$8,548,911	\$854,892
101 N Main-High School	Modular Classroom 3 FY24	Replacement Cost	\$141,770	\$14,177
101 N Main-High School	Modular Classroom 4 FY24		\$141,770	\$14,177
101 N Main-High School	New Band Room / Safe Room	Replacement Cost	\$3,085,500	\$308,550
101 N Main-High School	Old Gym/High School	Replacement Cost	\$6,543,647	\$654,365
251 NE 2nd Street	Early Childhood Center	Replacement Cost	\$33,808,844	\$3,380,884
251 NE 2nd Street	Early Childhood Center Playground Equipment and Turf	Replacement Cost	\$222,789	\$0
333 Walker Dr.	Bus Barn/Maintenance Building	Replacement Cost	\$4,209,865	\$420,987
400 N W 10th	Chainlink Fence	Replacement Cost	\$51,504	\$0
400 N W 10th	Covered Walkway	Replacement Cost	\$9,441	\$0
400 N W 10th	Elementary Cafeteria	Replacement Cost	\$2,653,813	\$265,382



400 N W 10th	Elementary Playground Equipment	Replacement Cost	\$167,092	\$0
400 N W 10th	Elementary School	Replacement Cost	\$16,667,760	\$1,666,777
400 N W 10th	Flag Pole	Replacement Cost	\$1,717	\$0
400 N W 10th	Portable Classrooms	Replacement Cost	\$111,586	\$18,638
400 N W 10th	Portable Classrooms	Replacement Cost	\$111,586	\$18,638
400 N W 10th	Portable Classrooms	Replacement Cost	\$111,586	\$18,638
400 N W 10th	Portable Classrooms	Replacement Cost	\$111,586	\$18,638
418 N W 10th	5th Grade Center, Classrooms & Gym	Replacement Cost	\$12,614,697	\$1,393,378
418 N W 10th	Baseball Light Poles	Replacement Cost	\$293,550	\$0
418 N W 10th	Baseball Practice Facility	Replacement Cost	\$871,432	\$139,177
418 N W 10th	Baseball RR/Concession	Replacement Cost	\$68,669	\$11,470
418 N W 10th	Bleachers @ Softball Field	Replacement Cost	\$19,742	\$0
418 N W 10th	Bleachers @ Softball Field	Replacement Cost	\$32,618	\$0
418 N W 10th	Bleachers @ Softball Field	Replacement Cost	\$32,618	\$0
418 N W 10th	Chainlink Fence	Replacement Cost	\$34,334	\$0
418 N W 10th	Concession Stand @ Softball Field	Replacement Cost	\$15,278	\$2,868
418 N W 10th	Covered Patio	Replacement Cost	\$17,879	\$0
418 N W 10th	Dugouts- Baseball (2)	Replacement Cost	\$14,592	\$0
418 N W 10th	Dugouts- Softball (2)	Replacement Cost	\$14,592	\$0
418 N W 10th	Flag Pole	Replacement Cost	\$1,717	\$0
418 N W 10th	Scoreboard- East	Replacement Cost	\$6,436	\$0
418 N W 10th	Scoreboard- West	Replacement Cost	\$6,436	\$0
418 N W 10th	Storage Shed	Replacement Cost	\$11,252	\$1,125

611 E Fox Lane-Middle School	Middle School	Replacement Cost	\$35,174,989	\$3,517,498
611 E Fox Lane-Middle School	Modular Classroom 1 FY23 (No Contents)	Replacement Cost	\$161,021	\$16,102
611 E Fox Lane-Middle School	Modular Classroom 2 FY23 (No Contents)	Replacement Cost	\$161,021	\$16,102
611 E Fox Lane-Middle School	Sports Restroom (No Contents)		\$178,231	\$0
611 E Fox Lane-Middle School	Track	Replacement Cost	\$1,030,036	\$0
Hwy 130-Football/Soccer Complex	Band Bleachers @Football/Soccer Field	Replacement Cost	\$51,504	\$0
Hwy 130-Football/Soccer Complex	East Bleachers @ High School Stadium	Replacement Cost	\$214,591	\$0
Hwy 130-Football/Soccer Complex	Fencing & Brick Columns @ High School Stadium	Replacement Cost	\$60,086	\$0
Hwy 130-Football/Soccer Complex	Football Turf	Replacement Cost	\$1,112,400	\$0
Hwy 130-Football/Soccer Complex	Football/Soccer Concession	Replacement Cost	\$1,067,750	\$106,775
Hwy 130-Football/Soccer Complex	High School Field House	Replacement Cost	\$5,722,428	\$573,406
Hwy 130-Football/Soccer Complex	Poles & Lights (4) @ High School Stadium	Replacement Cost	\$178,788	\$0
Hwy 130-Football/Soccer Complex	Ticket Booth	Replacement Cost	\$42,919	\$0
Hwy 130-Football/Soccer Complex	Video Scoreboard @ High School Stadium	Replacement Cost	\$453,200	\$0
Hwy 130-Football/Soccer Complex	West Bleachers & Pressbox	Replacement Cost	\$723,060	\$72,306
Total			\$175,509,242	\$17,421,549

Floater Limit: \$410,099
EDP Limit: \$250,000
Extra Expense Limit: \$500,000

Auto Schedule

Vehicle Number	Year	Make	Model	Capacity	VIN	Value
2674-000001	2001	CM	16' Stock Trailer		49TSB162611053271	\$2,500
2674-000002	2001	CM	16' Stock Trailer		49TSB1622Y1043900	\$2,500
2674-000003	2005	Norshel	20' Tandem Trailer		1N9UC202651067175	\$4,000
2674-000004	2023	Chevy Micro	Activity Bus	14	1HA3GRB72PNO13042	\$106,548
2674-000005	2024	Chevy Micro	Activity Bus	14	1HA3GSB7XRN001120	\$110,376
2674-000006	2009	77" Wide Tandem	Axle Utility Trailer		5R8U716279M014116	\$1,500
2674-000007	2016	Cargo Craft	Band Trailer		4D6EG3225GC044465	\$13,000
2674-000008	2002	Bluebird	Bus	60	1GBJG31F121126258	\$40,000
2674-000009	2009	Bluebird	Bus	71	1BAKGCPH6AF259789	\$71,000
2674-000010	2010	Bluebird	Bus	71	1BAKGCPH1BF277686	\$71,500
2674-000011	2004	Bluebird	Bus	60	1BAKGCKH44F216827	\$45,000
2674-000012	2014	Bluebird	Bus	71	1BAKGCPH2EF299023	\$84,300
2674-000013	2012	Bluebird	Bus	71	1BAKGCPH9CF283687	\$67,500
2674-000014	2015	Bluebird	Bus	71	1BAKGCPH6FF306234	\$84,500
2674-000015	2017	Bluebird	Bus	71	1BAKGCPH8HF335706	\$83,509
2674-000016	2013	Bluebird	Bus	71	1BAKGCPH5DF291447	\$68,000
2674-000017	2012	Bluebird	Bus	71	1BAKGCPHXC289059	\$67,168
2674-000018	2020	Bluebird	Bus	15	1BAKCEH4LF362781	\$90,964
2674-000019	2012	Bluebird	Bus	71	1BAKGCPH5CF283671	\$67,168
2674-000020	2022	Thomas	Bus	71	4UZABRFD1PCUB6991	\$113,386
2674-000021	2022	Thomas	Bus	71	4UZABRFD1PCUB6992	\$113,386
2674-000022	2024	Thomas	Bus	71	4UZABRFD6RCUL0930	\$124,863
2674-000023	2017	Bluebird	Bus	71	1BAKGCPH5HF325277	\$84,705
2674-000024	2024	Thomas	Bus	71	4UZABRFD6RCUL0927	\$125,863
2674-000025	2024	Thomas	Bus	71	4UZABRFD8RCUL0931	\$125,863
2674-000026	2024	Thomas	Bus	71	4UZABRFDXRCUL0929	\$125,863
2674-000027	2024	Thomas	Bus	71	4UZABRFDXRCUL0932	\$125,863
2674-000028	2022	Thomas	Bus	71	4UZABRFA8NCMU5980	\$90,000
2674-000029	2022	Thomas	Bus	71	4UZABRFA7NCMU5985	\$90,500
2674-000030	2025	Thomas	Bus	71	4UZABGFD0SCVF2832	\$130,559
2674-000031	2009	Bluebird	Bus w/lift	54	1BAKCCPH3AF269776	\$80,000
2674-000032	2015	Forest River	Cargo Mate Trailer		5NHUEHZ24FY069870	\$15,000
2674-000033	2015	Ford	F250 Pickup		1FT7W2BT2FED66005	\$45,615
2674-000034	2015	Ford	Micro Bus	14	1FDCR5PM4FKB17193	\$78,055
2674-000035	2008	Nissan	Minivan	7	5N1BV28U98N106325	\$15,000
2674-000036	2008	Ford	Pickup	5	1FDSX20568EC88595	\$17,000
2674-000037	2008	Ford	Pickup	5	1FTSX20528EC88596	\$17,000
2674-000038	2017	Ford F250	Pickup		1FT7W2BT9HEE18328	\$49,917
2674-000039	2006	Chevy	Pickup		1GCEK19V26Z218238	\$6,200
2674-000040	2022	Dodge	Ram		3C63RRGL3NG386945	\$75,000
2674-000041	2019	Thomas	Saf-T-Liner Bus	77	4UZABRFDXKCJY5362	\$98,855
2674-000042	2005	Chevrolet	Suburban	7	36NEC16295G263266	\$40,000
2674-000043	2020	Chevy	Suburban	8	1GNSCHKC7LR119421	\$38,250
2674-000044	2019	Chevy	Suburban		1GNSKHKCXKR147859	\$40,716
2674-000045	2024	GMC	Terrain		3GKALMEG0RL398081	\$29,004
2674-000046	2004	Elite	Trailer		5MKWB162840005251	\$10,000
2674-000048	2026	Thomas	Bus	71	4UZABRFD4TCVN5724	\$134,159
2674-000049	2024	Chevy	Thomas Minotour Activity Bus	14	1HA3GSB75RN001297	\$110,361
2674-000050	2025	Thomas	Bus	47	4UZABRFD3SCVF3988	\$135,275
2674-000051	2026	Cimarron	Showstar Trailer		5PASG262XTC017143	\$72,000
2674-000052	9999	Cameras	Installed on buses		9999	\$150,000

2674-000053	2018	Freightliner	Box Truck		3ALACWFC1JDKB3449	\$70,000
2674-000054	2026	Load Trail	Bumper Pull Tilt Deck		4ZETD1629T1375413	\$8,095
2674-000055	2026	Chevy	Suburban	8	1GNS6CKD3TR322034	\$69,440
2674-000056	2026	Chevy	Suburban	8	1GNS6CKD2TR322039	\$69,440
Total:						\$3,806,266

Overview

Background

The Oklahoma Schools Insurance Group (OSIG) is a public entity of the State of Oklahoma, formed as an Interlocal Agreement in accordance with 74 O.S. 1004(f), for the purpose of joining together a group of Oklahoma public school districts. OSIG will allow member districts to more efficiently and more economically obtain and manage their insurance programs.

OSIG obtained approval to operate from the Oklahoma Attorney General on June 28, 2001. Effective July 1, 2002, OSIG began full operation by providing its member districts with broad insurance coverage through "A" rated insurance carriers and professional risk management services. Over the past 24 years, OSIG's membership has grown to 541 and the program insures more than \$32 Billion in school property across Oklahoma.

Structure

OSIG is a non-profit, member-owned, public entity program whose management is completely controlled by a Board of your peers.

"The mission of Oklahoma Schools Insurance Group (OSIG) is to provide quality, cost effective risk management products and services to member schools."

The group purchases insurance and reinsurance from "A"-rated carriers. OSIG's insurance providers are long-term partners and committed to OSIG and Oklahoma schools.

OSIG has contracted with Risk Program Administrators in Tulsa to administer the program. RPA is one of the largest insurance brokers in the world and manages programs similar to OSIG across the country.

It is important to know that the insurance coverage provided by OSIG was specifically tailored to meet the needs of Oklahoma schools. The coverage is what you need to protect your school's property, your students and patrons.

Losses are a part of life. Only OSIG has the collective strength and staying power to provide the protections you need. By remaining together as a group, OSIG will be able to continue to provide you with the quality, fair-priced **insurance and risk management** services you need to protect your school's assets, your board, your staff and, most importantly, your children.

Financial Strength

OSIG is financially strong and we have the funds (cash) we need to pay your claims. OSIG has returned more than \$9 million to our members over the years as distributions. Surplus at year ended 6/30/2025 was more than \$21 million and our assets were more than \$105 million.

We believe in complete transparency. We submit to an annual financial audit each year end and share our operating results with our members each year.

The financial condition of an insurance group should be of utmost importance to you when choosing an insurance partner for your district.

Statement of Net Assets	
As of 06/30/2025	
Cash	\$67,503,673
Other Assets	\$37,632,794
Total Assets	\$105,136,467
Total Liabilities	\$83,166,312
Total Net Assets/Surplus	\$21,970,155

We urge you to obtain and review audited financial statements from every insurance provider that may offer your school district a quote. Financial statements are required by law and can be obtained at ok.gov/oid. Click on Interlocals under the Quick Links section of the homepage. Your school's auditor can help in analyzing the statements.

Important Plan Information

It is important to understand that OSIG is not an insurance company, but rather a non-profit, cooperative risk management program owned and directed by Oklahoma Schools. Its mission is to reduce insurance costs and stabilize rates by aggregating purchasing power **with an intense focus on controlling member losses**. When losses are controlled, OSIG's member schools retain the underwriting profit and investment income thereby increasing fund reserves for future years. OSIG purchases per occurrence and liability aggregate protection for its member schools. The per occurrence insurance protects member schools up to \$2,000,000,000 for property losses and \$2,000,000 for liability claims in **each and every occurrence subject to a \$10M annual aggregate limit**. The aggregate insurance protection is purchased in the unlikely event that sum total of all OSIG losses are significantly more than actuarially projected. Additional excess liability limits are available for members requiring higher limits.

This proposal is an outline of the coverages proposed by insurers based on the information provided by your school district. It does not include all the terms, coverages, exclusions, limitations and conditions of the actual contract language. Please refer to the plan document for the details.

Actuarial Review

An independent actuary has been retained by OSIG to make projections as to anticipated claims and losses the program should expect on an annual basis. The OSIG actuary has relied on the historical loss experience and exposures provided to OSIG by the member school districts to make projections of OSIG's expected losses. OSIG adequately funds to, or in excess of, the expected loss projections through member contributions (insurance cost) and our own surplus.

Membership contributions are used to buy insurance, pay administrative expenses and fund for members' claims. Similar successful programs throughout the country for schools and municipalities are protected using the same insurance structure as OSIG has deployed. As with any insurance mechanism, OSIG does not guarantee full funding in the event unimaginable losses would materialize that are many times greater than what is indicated by past history. The OSIG board is charged with developing a plan to address under funding in this unlikely event.

Procedure to Renew Coverage

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

The signed Resolution by the member's Board of Education should be returned to OSIG before June 30, 2026 in order to bind coverage effective 7/1/2026.

Risk Management and Loss Control Tools

- On Site Safety Inspection
- Onsite Appraisals
- Stop It Anonymous Incident Reporting Mobile and Web App
- Risk Management focused website osig.org
- Vector Solutions – Professional Development Training Platform
- Beazley & Lodestone Cyber Portal
- Helix Intel
- HSB Water and Temperature Monitoring Devices (Pilot Program)

Workers' Compensation

Carrier: LUBA Workers Comp

Policy Term: 7/1/2026 - 7/1/2027

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

Coverage/Limits

Employers Liability – Bodily Injury by Accident (Each Accident)	\$1,000,000
Employers Liability – Bodily Injury by Disease (Policy Limit)	\$1,000,000
Employers Liability – Bodily Injury by Disease (Each Employee)	\$1,000,000
Workers' Compensation Employee Benefits	As Required by Law for Covered States

Classifications

State	Class Code	Description	Estimated Payroll	Rate
OK	7380	Drivers, Chauffeurs, Messengers & Helpers	\$308,104	\$3.967
OK	8868	School - Professional Employees and Clerical	\$11,286,788	\$0.436
OK	9101	School - All Other Employees	\$835,500	\$3.205

Experience Modification

A modification is applied based on the loss experience for a 3 year period excluding the most recent policy term. The Experience Modification used in preparing this quote was: **[2025 EMOD: 0.99%, 2026 EMOD: 0.84%]**

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

Subject to Audit

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

Premium Summary

Coverage	Expiring Premium	Renewal Premium	Renewal Premium Zenith WC Quote	Renewal Premium Accident Fund WC Quote
Property	\$727,878	\$721,644	\$721,644	\$721,644
Boiler & Machinery	\$3,490	\$2,977	\$2,977	\$2,977
Auto Physical Damage	\$11,782	\$14,154	\$14,154	\$14,154
General Liability	\$15,941	\$21,394	\$21,394	\$21,394
Auto Liability	\$21,257	\$28,531	\$28,531	\$28,531
Educators Legal	\$15,939	\$21,397	\$21,397	\$21,397
Excess Liability Limit	\$10,637	\$7,798	\$7,798	\$7,798
Workers Compensation	\$84,937	\$70,536	\$70,265	\$65,528
Cyber – (Stand Alone Policy)	\$10,067			
Total	\$901,928	\$888,431	\$888,160	\$883,423

- **2026-2027 Zenith Workers Compensation quote is auditable, however; the school district can elect to recognize that an audit may be conducted, but no premium adjustments will be billed or refunded. This choice is best suited for public school systems due to the annual budget, and annual pay scale changes. Please be sure to keep us informed about any payroll changes that would go into effect for each upcoming school year in order to quote payroll accordingly.**
- **2026-2027 Accident Fund Workers Compensation quote is a chargeable auditable policy, meaning any additional or return premium will be due to the carrier after audit is completed.**
- **2026-2027 Cyber premium not reflected on this proposal, as the OSIG policy does include cyber coverage with higher aggregate and occurrence limit than stand alone policy provides.**

Disclosures

Please read the disclosures, proposal and policies carefully before signing the Electronic Documents and the Authorization to Bind.

Coverage and Limits: This proposal document has been created exclusively for [Newcastle Public Schools] and contains a summary of your proposed insurance coverage and policies. This document is not an insurance policy. Should there be any discrepancy between the policies' terms and this document's provisions, the policies' terms shall take precedence.

It is your responsibility to review the entire proposal and policies for its named entities, actual terms, limits, and conditions. Please read your policy for specific details of coverages. New exposures and changes need to be reported by you, so that proper coverage may be offered.

The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage and is based upon exposures to loss that currently exist and were made known to BancFirst Insurance Services (BFINS).

The insurance company reserves the right to inspect your operations during the policy term. The quoted premiums are annual estimates and may change due to your year-end audits or mid-term policy changes.

Compensation: BancFirst Insurance Services is primarily compensated on commissions based on a percentage of the premium from insurance companies for placement of insurance and service of our clients. Depending on the volume and profitability of business placed with certain insurance carriers, BFINS may be qualified and/or eligible for additional compensation, bonuses or awards

Scope of Services: BancFirst Insurance Services works with a number of competing insurers. We will answer any questions you may have regarding the quotes, insurers or policies that we obtain. Please note that you are ultimately responsible for deciding the insurance product and coverage amount you need and will purchase.

Privacy and Communications: BancFirst Insurance Services has several means of communication to ensure meaningful and effective communication. Traditional means of communication, such as phone calls, emails, or fax transmissions, can be used to exchange non-confidential correspondence. Communications that are confidential in nature and include sensitive information, may be sent via encrypted email where the recipient must authenticate to access the message.

We employ reasonable security measures to maintain data security and keep communications secure in accordance with our obligations under applicable state and federal laws and professional standards.

Additional Information: For more information, specific details or answers to any questions about our services, fees or compensation, please contact us at 800.362.5902 or <https://www.bancfirst.insurance>. Thank you for choosing us to assist you with your insurance needs. We value your trust and appreciate your business. Please let us know if there is anything we can do to serve you better.

Consent to Receive Electronic Documents

Newcastle Public Schools consents and agrees to receive electronic documents related to insurance coverage with BancFirst Insurance Services. In addition to traditional manners of delivery, BancFirst Insurance Services may transmit documents to **Newcastle Public Schools** through electronic means, such as electronic mail or use of USB flash drives. The documents that may be transmitted electronically include, but are not limited to, the following:

Insurance Policies	Binders
Policy Information Pages	Applications
Coverage Forms	Proofs of Insurance
Endorsements	Invoices
Audits	Premium Finance Agreements
Certificates of Insurance	Loss Control Reports
*** Notice of Cancellation	Claims Reports
*** Notice of Non-Renewal	

*** These items are also sent via postal service by the insurance company

Before receiving documents via email, a test email message will be sent by account manager Dani Moore to the address provided below. The test message will verify the accuracy of the address in our system. For your protection, you must confirm receipt of the email message before we are able to send your policy documents via electronic mail.

Cathy Walker – cwalker@newcastle.k12.ok.us

Name & email address of recipient

Please initial the preferred method to receive your renewal policies.

_____ Email

_____ Flash Drive

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

Authorized Signature

Date

**SPORTS MEDICINE and ATHLETIC TRAINING
SERVICES SUBSCRIPTION AGREEMENT**

I. PARTIES TO THE AGREEMENT:

- A. Norman Regional Hospital Authority d/b/a Norman Regional Health System
Attn: Joe Waldron, Manager of Sports Medicine
3400 W. Tecumseh Rd. Ste. 101
Norman, OK 73072**
- B. Newcastle Public Schools
101 N. Main
Newcastle, OK 73065**

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

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

III. AGREEMENT:

NRHS agrees to provide Newcastle Public Schools (hereinafter “NPS”) with unique services as outlined in this service agreement. Services provided by NRHS to NPS will be done so exclusively. No school system representative, administrator, or coach shall attempt to use, secure, or negotiate other sports medicine and/or athletic training services during the contract term. **No school system representative, administrator, or coach shall refer an athlete to any health care professional except for the one provided by NRHS.** This contract will be valid from August 1, 2026 through May 31, 2027 or until the termination of the school year, which ever comes first. Thereafter, this agreement shall automatically renew each year for a period of one (1) school year.

IV. COMPENSATION FOR SERVICES:

1. The service fee for the established term will be Thirty thousand dollars (\$30,000.00). The service fee is an annual fee and is due and payable by NPS. NRHS agrees, for the convenience of the school system, to extend the payment term to ten (10) monthly payments. The first one-tenth of the contract fee, three thousand dollars (\$3000.00) shall be due to NRHS by August 15, 2026. Each of the subsequent payments will be due no later than the 15th of each month until the fee schedule has been retired. If the outstanding balance is 30 days or more past due, NRHS may, at its option, require the payment of the entire service agreement outstanding balance.

2. NPS will also agree to advise each booster club and help secure, at no cost, available space in any football, basketball or major athletic event program or publication for marketing, sports injury information, and educational information, as provided by NRHS representative. Size of any printed marketing or information material must be no smaller than 8 1/2" X 5 1/2". NPS will secure space for Banners to be displayed at each sporting event site at no cost to Norman Regional or Ortho Central. NPS will arrange for public dress announcements that are supplied by Ortho Central will be read at all sporting events that have an announcer.

V. SPORTS MEDICINE AND ATHLETIC TRAINING SERVICES:

1. Provision of a NATABOC Certified Athletic Trainer (ATC) and licensed by the Oklahoma State Board of Medical Licensure and Supervision.
2. ATC will be on campus on a daily basis at 1:30 p.m. Evaluation are available earlier on an as needed basis by appointment.
3. ATC will remain on campus during the football season until the completion of football practice. Following the football season the ATC will communicate to the Athletic Director and coaching staffs training room operational hours.
4. Taping and pre-game/ practice treatments.
5. Post-game/practice treatments.
6. Daily injury reporting and record keeping.
7. Management of training room equipment/ supplies. (Including equipment purchased by the school at start up or any equipment/ supplies donated to the school).
8. Management of training room personnel and student athletic trainer aides.
9. Game coverage as follows:

Dedicated Coverage:

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

Scheduled coverage based on priority:

Home Varsity Softball
Home Varsity Baseball
Home Cross Country Meets

- Any game coverage conflict or priority coverage will be resolved and/ or scheduled by providing game coverage to the sport with a higher rate of injury or at the discretion of the ATC with the approval of the NPS Athletic Director.

10. NRHS will provide continuing education, informative presentations, or public speaking engagements for NPS parents, faculty, staff or coaching staff upon request. Dates, times, and topics must be arranged by a school system representative.

VI. AVAILABILITY OF THE ATC:

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

VII. PHYSICIAN SERVICES:

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

VIII. CONDITIONS OF FEE FOR SERVICE:

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

IX. TERMINATION:

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

1. By either party, with or without cause, upon no less than 30 days prior written notice; provided, however, that in the event that this contract is terminated early

without cause by the school system, NRHS, will not refund any portion of the contract fee, and all services to NPS shall be terminated. Provided, further that in the event this agreement is terminated early with cause by NRHS, the school system shall be entitled to a prorated refund based on the remaining months of the contract term.

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

X. CONFIDENTIALITY:

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

EXECUTED AND EFFECTIVE THE _____ DAY OF _____ 2026.

Dr. Aaron Boyd M.D., Chief Executive Officer
NORMAN REGIONAL HOSPITAL AUTHORITY

Newcastle Public Schools Superintendent

Newcastle High School Athletic Director

MINGA SUBSCRIPTION AGREEMENT

Last Updated: January 2025

This Subscription Agreement (the "**Agreement**") is between the Customer identified in the Order (as defined below) ("**Customer**") and Minga Solutions US Inc. ("**Minga**").

1. **DEFINITIONS**

- 1.1 "**Affiliate**" means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with such party, or which is a wholly owned subsidiary of such party, where "control" means owning, directly or indirectly, at least 51% of the equity securities or equity interests of such entity.
- 1.2 "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Minga in an aggregated and anonymized manner, provided that any such data and information has been fully de-identified and does not identify Customer, Customer's Authorized Users or any other individual person.
- 1.3 "**Authorized Users**" means the employees, agents and independent contractors of Customer and any other individuals Customer permits to use the Services, including but not limited to parents and students.
- 1.4 "**Customer Content**" means any data, content or materials that Customer or its Authorized Users submit to the Services or create or generate using the Services, except for Minga Content incorporated therein and Aggregated Statistics.
- 1.5 "**Claims**" means any and all manner of claims, demands, actions, suits, investigations or proceedings, including, without limitation, all rights with respect to any and all Losses.
- 1.6 "**Losses**" means any and all manner of losses, damages, fines, penalties, costs and expenses (including legal fees on a full indemnity basis), known or unknown, foreseeable or not foreseeable, liquidated or unliquidated.
- 1.7 "**Minga Content**" means all content that is not Customer Content, including but not limited to, any data, information, programs, templates, material or other content that Minga makes accessible to Customer through the Services.
- 1.8 "**Order**" means an order form entered into between Customer and Minga or, in the absence of an order form, an invoice issued by Minga to Customer for the Services. In the case of a trial period, "Order" means the email communication sent by Minga to Customer detailing the terms of the trial period, including the duration and Usage Limitations.
- 1.9 "**Services**" means those services made available to Customer by Minga as set out in an Order, including but not limited to the Software, training, and support.
- 1.10 "**Software**" means Minga's campus management software-as-a-services platform and all Minga Content therein.
- 1.11 "**Subscription**" means the right to access the Software pursuant to the Order.

- 1.12 **"Usage Limitations"** means the usage limitations for the Services stated in the Order, including but not limited to a restriction on the number of Authorized Users.

2. **ACCESS AND USE**

- 2.1 **Access and Use.** Subject to the terms of this Agreement, Minga grants Customer and Customer's Authorized Users a fee-bearing (except in the case of a free trial), non-exclusive, personal, non-transferable, non-sub-licensable and fully revocable limited right to access and use the Services during the Term, solely for school-related purposes (and not for commercial purposes) and within the Usage Limitations.
- 2.2 **Account Activity.** Customer is responsible for all activities that occur under Customer's and Customer's Authorized Users' accounts, including, but not limited to, ensuring that Authorized Users keep their login credentials confidential and ensuring that only those individuals authorized by Customer have access to the accounts and any connected Third Party Services. Customer shall promptly notify Minga if Customer learns any Authorized User accounts or credentials have been compromised.
- 2.3 **Customer's Responsibilities.** Customer shall: (i) ensure that it and its Authorized Users' comply with this Agreement and applicable laws; (ii) be responsible for all Customer Content, including its accuracy, completeness, quality, integrity and legality; (iii) ensure it has all necessary legal rights for it and its Authorized Users to possess, use and upload Customer Content; and (iv) obtain all required consents, permissions and authorizations and provide any required disclosures or notices to Authorized Users or other individuals as required by applicable law, as well as maintain legally-adequate privacy policies.
- 2.4 **Usage Limitations.** If Customer exceeds the Usage Limitations, Minga will work with Customer to assess and adjust Customer's user needs. Customer is then obligated to either adhere to the Usage Limitations or incur additional charges for expanded usage, as mutually agreed upon between the Customer and Minga. Minga reserves the right to charge for any excess usage at its standard rates and may suspend or terminate Customer's Services, in whole or in part, for continued non-compliance with these limitations.
- 2.5 **Updates and Changes.** Customer acknowledges and agrees that Minga may, in its sole discretion, modify, suspend or remove any Minga Content or other features of the Services, or make updates, bug fixes, modifications, or improvements to the Services, at any time, with or without notice to Customer or its Authorized Users.
- 2.6 **Future Functionality.** Customer hereby acknowledges and agrees that its Subscription purchase is not contingent on the delivery of any future Software functionality, feature, or services offerings, or dependent on any oral or written representations made by Minga whatsoever.
- 2.7 **Third Party Services.** Customer may also have the option to connect to content, functionality, software and other services developed, provided, or maintained by third parties (collectively, **"Third Party Services"**) through the Services. All Third Party Services are provided by third parties and are not under the direction or control of Minga. Customer further acknowledges and agrees that Minga shall not be liable or responsible, directly or indirectly, for Customer's or Customer's Authorized Users' access to or use of

any Third Party Services, including any damages, losses, liabilities, failures, or problems caused by, related to, or arising from any Third Party Services. Customer's and Customer's Authorized Users' use of and access to any Third Party Services is solely between Customer and the third party provider of the Third Party Services and is subject to any additional terms, conditions, agreements, or privacy policies provided or entered into in connection with the Third Party Services. Customer acknowledges and agrees that Minga may monitor usage of Third Party Services. Without limiting the foregoing, if, in Minga's judgment (acting in its sole discretion), a Third Party Service threatens the security, integrity or availability of the Services, Minga may immediately and without notice disable access through the Services to such Third Party Service.

3. RESTRICTIONS

- 3.1 **Restrictions on Use.** Except as expressly permitted in this Agreement, Customer agrees that Customer will not (and will not permit or allow any Authorized User or third party to): (i) rent, lease, copy, transfer, resell, sublicense, time-share, or otherwise provide access to the Services to a third party; (ii) alter, edit, modify or create derivative works of the Services or any portion of the Services; (iii) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to the Services; (iv) use the Services to store or transmit any code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and trojan horses, (v) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (vi) attempt to gain unauthorized access to Services or the related systems or networks, (vii) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit; (viii) access the Services for the purpose of building a competitive product or service or copying its features or user interface; (ix) use the Services in any manner that violates terms of this Agreement; or (x) remove or obscure any of Minga's proprietary or other notices contained in the Services.
- 3.2 **Acceptable Use Policy.** Customer shall not use or allow its Authorized Users to use the Services in any manner that violates Minga's Acceptable Use Policy located at: <https://minga.io/acceptable-use-policy/> (the "**AUP**"). Customer is responsible for monitoring its Authorized Users compliance with the AUP and for promptly notifying Minga of any suspected or confirmed violation.
- 3.3 **Cooperation.** Customer shall fully cooperate with Minga to address any suspected or confirmed violation of this Section 3 (Restrictions) by an Authorized User.

4. FEES AND PAYMENT

- 4.1 **Fees for Services.** Customer agrees to pay Minga all fees set out in the Order, plus all applicable taxes in accordance with the payment terms in the Order. Customer acknowledges and agrees that (i) fees will not be prorated based on actual usage; (ii) payment obligations are non-cancelable and, except as expressly provided in this Agreement, all fees are non-refundable, and (iii) quantities cannot be reduced during the Term. If Customer fails to pay the fees when due, Minga may, with or without notice to Customer: (a) suspend Customer's access to the Services until such fees are paid; or (b) terminate this Agreement.

- 4.2 **Taxes.** All quoted Fees for the Services do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with all fees due under an Order. If Minga is legally obligated to pay or collect Taxes for which Customer is responsible, then Minga will include and collect such Taxes from Customer. For clarity, Minga is solely responsible for all taxes assessable against Minga based on its revenues, assets (including real property) and personnel.

5. **COLLECTION OF PERSONAL INFORMATION**

- 5.1 **Privacy Policy.** Minga's privacy policy explains how Minga collects, uses and discloses personal information relating to Customer's and its Authorized User's access to and use of the Services ("**Privacy Policy**"). For full details, please refer to Minga's Privacy Policy located at: <https://minga.io/privacy-policy/>.

6. **TERM, SUSPENSION AND TERMINATION**

- 6.1 **Term.** The initial term of this Agreement will commence on the July 1st immediately following the issuance of the Order by Minga for the Services, or on an alternative date if specifically stipulated in the Order, and will continue for the duration specified in the Order, unless terminated in accordance with this Agreement (the "**Initial Term**"). Unless either party provides written notice of termination at least 30 days prior to the end of the current subscription term, this Agreement will automatically renew for an additional term. Any renewal term will commence on July 1st following the end of the Initial Term or the preceding Renewal Term, as applicable, and will extend for a duration specified in the relevant Order or one year, whichever is greater, unless terminated in accordance with this Agreement (each a "**Renewal Term**"). The "Term" of this Agreement encompasses both the Initial Term and any subsequent Renewal Term(s). Minga reserves the right to update the terms of this Agreement or pricing for the Renewal Term. Non-renewal notices must be sent to support@minga.io or your Minga Account Executive and acknowledged by Minga to be considered valid.
- 6.2 **Temporary Suspension.** Without limitation to Minga's other remedies, Minga shall be entitled to suspend Customer's and/or an Authorized User's access to the Services or delete any Customer Content: (i) if Customer or an Authorized User breaches Sections 2.3 (Customer Responsibilities) or Section 3 (Restrictions); (ii) if necessary to protect the security or integrity of the Services, or to protect Minga or any other entity or individual from material harm; or (iii) to respond to law enforcement or any other governmental authority. Minga shall provide notice of any action taken in accordance with this Section 6.2 as soon as possible unless prohibited by applicable law. Minga shall reinstate Customer's and/or the Authorized User's access as soon as possible if and when the situation that led to suspension has been resolved, provided that this Agreement has not been terminated.
- 6.3 **Termination.** Either party shall be entitled to terminate this Agreement: (i) if the other party commits a material breach of the Agreement which cannot be remedied; (ii) if the other party fails to cure a material breach of the Agreement within 30 days of being given notice of the breach; or (iii) immediately upon notice if the other party ceases business without a successor or becomes the subject of any bankruptcy proceeding or any other proceedings relating to insolvency, administration, liquidation or assignment for the

benefit of some or all of its creditors or enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations. To the extent Customer is using the Services under a trial period or to beta test new features or functionalities, Customer or Minga may terminate the trial period or beta test features at any time.

- 6.4 **Effect of Termination.** On termination or expiration of this Agreement, Customer's and its Authorized Users' right to access and use the Services will terminate. If the Services do not include a feature that enables Customer to export Customer Content prior to the end of the Term, Minga will assist Customer to export Customer Content, provided that the Customer makes such request before the end of the Term. If this Agreement is terminated by Customer under Section 6.3(i) or (ii), Minga shall promptly provide a pro-rata refund of unused prepaid fees, calculated at the date of termination.

7. **INTELLECTUAL PROPERTY**

- 7.1 **Customer's Proprietary Rights.** As between Minga and Customer, Customer owns all rights, title and interests in and to Customer Content. Customer grants Minga a sublicensable, fully paid-up, transferable, non-exclusive, limited right to use Customer Content as necessary to provide and improve the Services.

- 7.2 **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Minga may (i) monitor Customer's and Customer's Authorized Users' use of the Services; (ii) collect and compile Aggregated Statistics based on such use, including, without limitation, Customer Content; and (iii) use such Aggregated Statistics in any manner, including, without limitation, to improve the Services. As between Minga and Customer, all rights, title, and interests in and to the Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Minga.

- 7.3 **Minga Proprietary Rights.** The Minga names, slogans, logos, trademarks, service marks, domain names, designations, Services, Aggregated Statistics, Feedback (as defined below), any and all related documentation, technology, code, know-how, and templates, and the arrangement and look and feel of the Services, and any updates, modifications or derivative works of any of the foregoing, (collectively the "IP") are Minga's exclusive property. Minga retains all rights, title, and interests in and to the IP. Customer acknowledges having been advised by Minga that the IP is protected in Canada and internationally by applicable law including, but not limited to, copyright laws, trademark laws, treaty provisions and other intellectual property, confidential information and proprietary rights laws.

- 7.4 **Feedback.** If Customer or any Authorized User provides suggestions, ideas, enhancement requests, corrections, or other feedback to Minga concerning the Services ("Feedback"), Minga may use, disclose and exploit such Feedback without restriction or any obligation to account to Customer or the individual providing the Feedback. Minga is not required to consider or implement any Feedback.

8. **Disclaimer of Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE MADE AVAILABLE ON AN "AS-IS", "AS AVAILABLE", "WHERE AS" AND "WITH ALL FAULTS" BASIS. MINGA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND

IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, ACCURACY, QUALITY AND NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING, USAGE OR TRADE. MINGA DOES NOT WARRANT THAT THE SERVICES ARE SUITABLE FOR OR WILL MEET CUSTOMER'S REQUIREMENTS, INCLUDING BUT NOT LIMITED TO COMPLYING WITH ANY LAW, RULE OR REGULATION, THAT THE SERVICES WILL BE FREE OF DEFECTS, MALICIOUS CODE, VIRUSES OR MALWARE, THAT THE OPERATION OF THE SERVICES WILL BE FREE FROM INTERRUPTION OR ERROR-FREE, OR THAT ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED.

9. **Limitation of Liability**

9.1 **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MINGA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "**MINGA PARTIES**") BE LIABLE TO CUSTOMER UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A)(I) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (II) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (III) LOSS OF USE OR CORRUPTION OF DATA; OR (IV) LOSS OF OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS; OR (B) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID BY CUSTOMER FOR THE SERVICES SUBJECT TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE LIABILITY AROSE, EVEN IF MINGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH OR LOSSES OR DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. ANY CLAIM CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

9.2 **ASSUMPTION OF RISK.** CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS AND ITS AUTHORIZED USERS' ACCESS TO AND USE OF THE SERVICES IS CONDITIONAL ON THE ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, INCLUDING THE DISCLAIMER OF WARRANTIES, INDEMNITIES AND LIMITATIONS OF LIABILITY SPECIFIED HEREIN. IT IS AGREED AND ACKNOWLEDGED THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT AND FOR USE OF THE SERVICES BETWEEN CUSTOMER AND MINGA AND EACH HAS RELIED ON THIS ALLOCATION AND LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

9.3 **EXCEPTION.** The limitations in this Section will apply to the greatest extent allowed by law.

10. **INDEMNIFICATION**

10.1 **Indemnification by Customer.** Customer agrees to defend, indemnify and hold harmless the Minga Parties from and against all Claims of third parties brought against, and all Losses, of whatever nature incurred or suffered by, any of the Minga Parties

arising from or in any way related to: (i) Customer's or its Authorized Users' acts or omissions, including but not limited to breach of this Agreement or breach of applicable law; (ii) Customer's or its Authorized Users' use of the Services, including but not limited to Customer Content.

10.2 Indemnification by Minga.

- (a) **Intellectual Property Rights Indemnity.** Minga will defend and hold Customer and its Authorized Users harmless against any Claims made or brought against Customer or any of its Authorized Users based solely on a Claim by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the Canadian or United States intellectual property rights of such third party and will pay for damages finally awarded against Customer or any of its Authorized Users or agreed to in any settlement (including any reasonable legal fees) by Minga resulting from such a Claim.
- (b) **Exclusions.** Minga will have no obligation under this Section 10.2 for any infringement or misappropriation arising from or in any way related to: (i) use of the Services by Customer or its Authorized Users in combination with other products or services that are not provided or authorized by Minga; (ii) use of the Services by Customer or its Authorized Users in a manner or for a purpose not consistent with this Agreement or instructions provided by Minga; (iii) any modification of the Services not made or authorized in writing by Minga; (iv) any breach of Section 3 (Restrictions); or (v) trial or beta use of the Services.
- (c) **Mitigation of Infringement Action.** If a third party Claim as set out in Section 10.2(a) (Intellectual Property Rights Indemnity) is brought against the Customer or its Authorized Users, or in Minga's sole opinion, is likely to be brought, Minga may at its sole option and expense: (i) procure the continuing right of Customer and its Authorized Users to use the Services; (ii) replace or modify the Services in a functionally equivalent manner so that they become non-infringing; or (iii) if Minga determines, in its sole discretion, that neither (i) or (ii) are commercially feasible, Minga may terminate Customer's and its Authorized Users' rights with respect to the Services and provide Customer a pro-rata refund of any prepaid fees for the period after termination.
- (d) **Sole Remedy.** THE FOREGOING STATES MINGA'S SOLE LIABILITY AND CUSTOMER'S AND ITS AUTHORIZED USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES.

- 10.3 **Conditions of Indemnification.** Each party's indemnity obligations set out in Section 10 (Indemnification) are conditional on the party seeking indemnification: (i) promptly notifying the indemnifying party of the Claim in writing, although failure to promptly notify will only relieve the indemnifying party of its indemnification obligation to the extent that the delay prejudices the indemnifying party's defense of the Claim; (ii) granting the indemnifying party sole control of the defense and settlement of the Claim, although the indemnified party may participate in the defense with counsel of its choice at its own expense; and (iii) providing reasonable cooperation and assistance in the defense and negotiation of the Claim. The indemnifying party may not, without the indemnified party's prior written consent (not to be unreasonably withheld or delayed), settle, compromise or consent to the entry of any judgment in any such commenced or threatened Claim, unless such settlement, compromise or consent: (x) includes an unconditional release of

the indemnified party from all liability arising out of such commenced or threatened Claim, and (y) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, the indemnified party.

11. GENERAL TERMS

- 11.1 **Changes to this Agreement.** Minga is entitled to update this Agreement from time to time. Updates will take effect on renewal of Customer's Subscription.
- 11.2 **Survival.** Sections 1, 2.7, 3, and 7 – 11 of this Agreement, and all other sections that by their terms contemplate obligations intended to survive, shall survive in full force and effect notwithstanding any termination or expiry of this Agreement.
- 11.3 **Marketing.** Unless otherwise agreed in the Order, Customer agrees that Minga may refer to Customer by its name and logo, and may briefly describe Customer, in Minga's marketing materials and website.
- 11.4 **Relationship.** Nothing in this Agreement will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.
- 11.5 **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including labor disputes, strikes, destruction of equipment, interruption or break-down of transport, internet, telecommunication, information system, power or energy, wars, riots, terrorism, criminal acts of third parties, acts of God or governmental action, provided that such party uses commercially reasonable efforts to resume performance as soon as reasonably practicable.
- 11.6 **Entire Agreement.** This Agreement, together with the Order and any applicable agreements referenced therein, constitutes the entire agreement of the parties related to the subject matter of this Agreement and supersedes all prior or contemporaneous understandings, agreements, and representations and warranties, both written and oral, related to the subject matter of this Agreement. For clarity, terms and conditions included in Customer's purchase order, or contained on any 'shrinkwrap' agreement, committing document or other form provided or generated by Customer will be of no force and effect, even if 'accepted,' acknowledged or 'clicked-through' by Minga. Except as permitted in this Agreement, no modification or amendment of this Agreement is effective unless it is in writing and signed by both parties. In the event of conflict between the terms of this Agreement and any Order, the terms of the Order will prevail.
- 11.7 **Enurement and Assignment.** Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Minga may assign its rights and obligations to an acquirer of all or substantially all of its business assets in connection with merger, corporate reorganization, or like corporate transaction. This Agreement is binding on and will enure to the benefit of the parties and their respective permitted successors and assigns.
- 11.8 **Notices.** All notices under this Agreement, to be effective, must be in writing and transmitted by email or functionally equivalent electronic means of transmission (i) to

Minga, at finance@minga.io; and (ii) to Customer, at the contact email set out in the Order, or to any other address as a party may at any time advise the other by notice given or made in accordance with this Section. Any notice delivered to the party to whom it is addressed will be deemed to have been given or made and received on the day on which it is transmitted; but if the notice is transmitted on a day which is not a business day or after 5:00 p.m. (local time of the recipient), the notice will be deemed to have been given or made and received on the next business day.

- 11.9 **Exclusive Remedies.** Except as otherwise expressly set out in the Agreement, the remedies set forth in the Agreement comprise the exclusive remedies available to Customer at law or in equity.
- 11.10 **Waiver and Severability.** A waiver of any term of this Agreement is effective only if it is in writing and signed by both parties and is not a waiver of any other term. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect: (i) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; (ii) the legality, validity or enforceability of the remaining part of that section, if applicable; or (iii) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.
- 11.11 **Governing Law, Jurisdiction and Venue.** This Agreement is governed by and is to be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law rule in any jurisdiction or the *United Nations Convention on Contracts for the International Sale of Goods*. The parties accept and submit to the exclusive jurisdiction of the federal or provincial courts located in Vancouver, British Columbia, Canada (except that Minga may seek injunctive relief to prevent improper or unauthorized use or disclosure of any IP in any court of competent jurisdiction).
- 11.12 **Jury Trial and Costs Recovery.** EACH PARTY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and legal fees on a full indemnity basis.

Newcastle Public Schools

Minga Solutions US Inc.

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: Jason Richards

Title: CEO

Date: June 4, 2026

Speech Therapy Contract Services Agreement

This agreement is made and entered into as the 1st day of July 2026, by and between **Newcastle Public Schools** and **Melissa Sneed, Speech Language Pathologist (SLP)**. This agreement indicates that Newcastle Public Schools and Melissa Sneed, M.S., CCC-SLP desire to enter into a written agreement setting forth the terms of the contract relationship between them.

Now therefore, in consideration of the covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

Responsibilities of Speech Language Pathologist: The Speech Language Pathologist shall evaluate students at the Newcastle ECC referred by staff due to signs or concerns of a communication delay and/or disorder that is affecting classroom performance. SLP will develop and implement treatment plans to address identified language and/or communication deficits. Frequency of service and amount of time for each student shall be determined through the I.E.P. team of which the SLP is a member. SLP will utilize treatment data to guide decisions and determine effectiveness of services and integrate academic materials into treatment. The SLP shall maintain written documentation regarding evaluations, individual treatment sessions, and progress reports in accordance with all federal and state governing agencies and Newcastle Public School's policies. The Newcastle Public Schools agree to provide both space and equipment for SLP to provide services.

Contract Relationship Between Parties: Newcastle Public Schools and the Speech Language Pathologist agree and understand that the relationship between them is based on contract only and is not an employer/employee relationship. The Newcastle Public Schools acknowledges that it has no right to control the means and methods by which the SLP performs her duties, so long as those means and methods constitute sound, prudent, and professional speech therapy practices. The SLP has the duty to report any income received pursuant to this Agreement for local, state, and federal income tax purposes and for all other tax purposes, and to report any withholding. Social Security, federal unemployment, or any other taxes which may be payable arising out of her relationship with Newcastle Public schools. Newcastle Public Schools will be responsible for alerting the SLP to all federal, state, and local regulations pertaining to the confidentiality of student records. The SLP agrees to abide by such regulations. The Agreement and Contract shall be governed by the laws of the State of Oklahoma and is subject to the provisions of the Oklahoma Constitution.

Compensation: As compensation for the Speech Language Pathologist's services hereunder, the Newcastle Public Schools, shall pay Melissa Sneed, M.S., CCC-SLP,

the sum of \$65.00 per hour, 8 hours per day, 185 days total, for duties performed. Any additional time needed to perform duties must be approved by the Special Education Director. The SLP will submit an invoice for reimbursement of duties each month.

Confidentiality: SLP understands and agrees to keep all student information confidential according to FERPA and any other information that could be considered proprietary to Newcastle Public Schools.

Term: The term of this Agreement shall be for the 2026-2027 school year commencing on July 1, 2026 and ending on June 30, 2027. This Agreement may be terminated by either party for any reason with a two-week notification beginning upon receipt by the receiving party.

Insurance: During the term of this Agreement, Newcastle Public Schools will not provide accident or health insurance to the SLP nor any other fringe benefits. The SLP will provide her own professional liability or malpractice insurance in such amounts deemed satisfactory to the Newcastle Public Schools.

This Agreement is executed, in duplicate, with each acting as an original on the day and year first written above.

Superintendent of Schools

Date

Director of Special Services

Date

Melissa Sneed, M.S., CCC-SLP

Date

INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement (“Agreement”) is made between Infinite Campus, Inc., a Minnesota corporation located at 4321 109th Ave NE, Blaine, MN 55449-6794 (“Infinite Campus”) and:

(“Licensee”)

Name: Newcastle School District 1

Address: 101 N Main Street, Newcastle, OK 73065, United States

RECITALS

A. Infinite Campus has developed certain proprietary student information software and documentation, which is updated and revised by Infinite Campus from time to time, and Infinite Campus has licensed from third parties, or developed other products and services, as offered by Infinite Campus, and amended from time to time (collectively, the “Infinite Campus Products”);

B. Infinite Campus, an Infinite Campus Authorized Channel Partner, or an authorized Educational Service Agency (“ESA”) may provide certain services for Infinite Campus Products, including software implementation services, software maintenance services, training services, data conversion services, project management services, product support services, technical support services or application hosting services, or any combination thereof (collectively, the “Services”); and

C. Infinite Campus and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing and implementation of certain Infinite Campus Products and delivery of certain Services identified on one or more Order and Pricing Schedules, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, the parties agree as follows:

1. Rights and Obligations

- 1.1 License Grant. Subject to the terms and conditions hereof, Infinite Campus grants Licensee a personal, limited, non-exclusive, non-transferable, non-sublicensable, non-perpetual, license to use: (i) the specific Infinite Campus Products identified on the applicable Order and Pricing Schedules; and (ii) the related documentation (which may include, but is not limited to, users’ manuals, reference guides, programmers’ guides and/or system guides, as applicable and as available). Licensee must install and use Infinite Campus Products and the documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and documentation were designed.
- 1.2 Products and Services. Subject to the terms and conditions hereof, Infinite Campus, or an Infinite Campus Authorized Channel Partner, will provide the Services as listed on the applicable Order and Pricing Schedules.

2. Ownership and Protection

- 2.1 Infinite Campus Ownership. Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, training materials, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are the sole and exclusive property of Infinite Campus or Infinite Campus licensor. Any reports or other data, which do not include student data, generated by Infinite Campus Products regarding traffic flow, feature use, system loads, product installation, and/or similar information, are the exclusive property of Infinite Campus and may be used by Infinite Campus in any manner that Infinite Campus deems to be appropriate.
- 2.2 Licensee Ownership. Licensee retains ownership of student education records stored within Infinite Campus Products. These records are property of, and under the control of the Licensee. Licensee must obtain all necessary licenses and approvals before uploading any content and is solely responsible and liable for all Licensee content stored within the Infinite Campus Products.
- 2.3 Protection of Infinite Campus Products and Documentation. Licensee must not, and will not knowingly allow any third party to:

- a) adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer Infinite Campus Products or the documentation, or any portion thereof, except to the extent such acts are required to be permitted by applicable law;
- b) identify or discover any source code of Infinite Campus Products;
- c) distribute, sell, or sublicense copies of Infinite Campus Products or the documentation or any portion thereof;
- d) take any action that imposes or may impose (at Infinite Campus' sole discretion) an unreasonable or disproportionately large load on the Infinite Campus infrastructure;
- e) disclose or publish the results of any benchmark tests run on the Services;
- f) create copies of Infinite Campus Products or the documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of Infinite Campus Products; or
- g) incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products or create any derivative works of Infinite Campus Products or the documentation.

2.4 Confidentiality. Infinite Campus Products contain proprietary information, trade secrets, know-how, and confidential information that are the exclusive property of Infinite Campus or Infinite Campus licensor(s). During the Agreement Term and at all times after its termination, Licensee and its employees and agents must maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party, nor use such information other than to inform permitted users of the conditions and restrictions on the use of Infinite Campus Products or the documentation, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Infinite Campus.

3. Fees and Payment Terms

- 3.1 Payment Terms. Licensee, or Licensee's state if covered by an applicable state contract (a "State Contract"), must pay Infinite Campus, or Infinite Campus' Authorized Channel Partner, the fees as provided in the Applicable Order and Pricing Schedules, excluding any identified third-party fees. Licensee must pay any third-party fees directly to the specified third party.
- a) The fees for the Infinite Campus Products will be valid from the Service Start Date until the conclusion of the term, as specified on the Applicable Order and Pricing Schedules (the "Initial Term").
 - b) Licensing, hosting, and support fees will be invoiced on the Service Start Date for the Initial Term.
 - c) All implementation Services, if any, will be invoiced immediately after the Effective Date.
 - d) Travel expenses, if any, will be invoiced monthly as expenses are incurred.
 - e) Unless otherwise specified, all invoices are Net 30. Any amount owing by the Licensee to Infinite Campus hereunder which is not paid by the Licensee on its due date shall bear an additional 1.5% interest per month, or the maximum amount allowed by law, whichever is lower.
- 3.2 Annual Recurring Fees. Following the Initial Term, for each twelve (12) month period thereafter (each a "Subsequent Term"), Licensee must pay annual fees according to the then-current license fees for the licensed Infinite Campus Products listed with an annual recurring price on the Applicable Order and Pricing Schedules (the "Annual Recurring Fees"). Infinite Campus will review the number of students enrolled, as certified by the state in which the Licensee resides, and if the total number of enrolled students has increased or decreased, Infinite Campus may increase or decrease the Annual Recurring Fees according to the then-current license fees for the applicable Infinite Campus Products and Services.
- 3.3 Renewal Fees. Following the Initial Term, if this Agreement is renewed, Licensee must pay annual renewal fees according to the then-current license fees for the licensed Infinite Campus Products listed with an annual recurring price on the Applicable Order and Pricing Schedules (the "Annual Recurring Fees"). Infinite Campus will review the number of students enrolled, as certified by the state in which the Licensee resides, and if the total number of enrolled students has increased or decreased, Infinite Campus may increase or decrease the Annual Recurring Fees according to the then-current license fees for the applicable Infinite Campus Products and Services.
- 3.4 Hosting. The hosting model in effect for the Licensee shall be the hosting model most recently listed on the applicable Order and Pricing Schedule, which shall supersede and replace any previously selected hosting model.
- 3.5 Travel Expenses. To the extent Infinite Campus will be incurring any expenses on Licensee's behalf in

performance of this Agreement, Licensee will pay Infinite Campus for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Infinite Campus' performance of its duties under this Agreement. Such expenses will be incurred in accordance with the Business Expense Policy located at <https://www.infinitecampus.com/terms/>.

- 3.6 Taxes. All amounts set forth on the Applicable Order and Pricing Schedules are exclusive of applicable sales and similar taxes, and it is Licensee's responsibility to pay all such taxes, if applicable.

4. Indemnification; Warranties; Obligations

4.1 Indemnifications.

- a) If Licensee notifies Infinite Campus in writing and gives Infinite Campus sole control over the defense and all related settlement negotiations, Infinite Campus will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee, to the extent based on an allegation that: (i) Products for which Licensee has licensed from Infinite Campus infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee is using the latest release version with all available updates and did not alter, modify, combine with another product or other software, or otherwise change the Product or software that gave rise to such claim.
- b) To the extent permitted by law, Licensee will defend, hold harmless and indemnify Infinite Campus against any claim or threat of claim brought by a third party against Infinite Campus arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- c) If either party seeks indemnification provided for in Section 4.1, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Infinite Campus will not make public any terms, or the mere existence, of any settlements.
- d) THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFINITE CAMPUS WITH RESPECT TO ANY INFRINGEMENT, OR CLAIMS OF INFRINGEMENT, REGARDING INFINITE CAMPUS' PRODUCTS OR ANY PORTION THEREOF, AND WITH REGARD TO ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT.

4.2 Warranties.

- a) Infinite Campus warrants that, during the 90 days period (the "Warranty Period") commencing on the Service Start Date, the Infinite Campus Products will operate in substantial conformity with the documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates, and new releases provided by Infinite Campus to Licensee and the absence of damage or abuse to Infinite Campus Products.
- b) Notwithstanding the foregoing, Licensee is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Infinite Campus shall, at its sole option, within a reasonable period of time, provide all reasonable programming Services to correct programming errors in Infinite Campus Products, replace Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Infinite Campus under this Agreement for the defective Infinite Campus Products, as set forth in Section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- c) Infinite Campus represents and warrants that, (a) the work to be performed and Services to be provided by it hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (e) the work performed will not be defamatory, trade

libelous, unlawfully threatening or unlawfully harassing; (f) the work performed will not be obscene, child pornographic, or indecent; and (g) the work performed will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

- d) The Services are provided over the internet via networks only part of which are within Infinite Campus' control. Our obligations apply only to networks and equipment within our control, and Infinite Campus is not responsible for any delay, loss, interception, or alteration of data on a network or infrastructure outside of Infinite Campus' control.
- e) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4.2, INFINITE CAMPUS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO INFINITE CAMPUS PRODUCTS, MAINTENANCE, SUPPORT, OR OTHER SERVICES.

4.3 Obligations.

- a) Licensee must cause all employees of Licensee authorized to access the Services ("Users") to register to have access to the Services ("Registered Users"). Licensee must not authorize third parties to use the Services without written approval from Infinite Campus. Each Registered User is entirely responsible for the security and confidentiality of such User's password and account. Licensee and each Registered User are entirely responsible for all activities that occur under that Registered User's account. Licensee must immediately notify Infinite Campus of any unauthorized use of a Registered User's account or any other breach of security of which Licensee becomes aware.
- b) If Licensee, or a third-party on Licensee's behalf, desires to conduct a risk analysis to identify potential threats and/or vulnerabilities related to any Infinite Campus Product, Licensee must: (a) notify Infinite Campus in advance; (b) cooperate with all reasonable requests required by Infinite Campus for such evaluation; and (c) supply Infinite Campus with a copy of any results or findings in a timely manner. All results or findings are owned by Infinite Campus and considered Infinite Campus confidential information and protected in accordance with Section 2.3.

5. **Limitations of Liability**

IN NO EVENT WILL INFINITE CAMPUS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST PROFITS. INFINITE CAMPUS' TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE MONTHLY DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

6. **Agreement Term and Termination**

- 6.1 Agreement Term. The term of this Agreement (the "Agreement Term") will begin on July 1, 2026 (the "Effective Date") and it will remain in effect until June 30, 2027 or until terminated pursuant to Section 6.2, and may be renewed by mutual written agreement of the parties for successive terms.
- 6.2 Agreement Termination. This Agreement may be terminated as follows:
 - a) either party may terminate this Agreement, with or without cause, with no less than 30 days written notice.
 - b) either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;
 - c) either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with 30 days to cure;
 - d) notwithstanding the foregoing, if the Licensee violates the provisions of Article 2 of this Agreement Infinite Campus may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by Infinite Campus pursuant to Section 6.2(a) prior to an anniversary date, Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by Infinite Campus pursuant to

Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, Infinite Campus is entitled to license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date Infinite Campus is entitled to license fees for the remainder of the current term. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

If the Licensee desires to rescind its notice of termination, or rescind the cancellation of any Infinite Campus Products, within ninety (90) days after the effective date of such notice, and if the Licensee's records have not been destroyed pursuant to this Agreement, Infinite Campus may, in its sole discretion, allow the termination notice to be rescinded provided Licensee pays Infinite Campus a \$500 reactivation fee and the fees for the unlicensed period as if such termination notice was never provided.

6.3 Responsibilities in the Event of Termination.

- a) Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee must cease to use Infinite Campus Products and Services and must return to Infinite Campus all Infinite Campus Products and all copies thereof and all proprietary and confidential property of Infinite Campus. Licensee must expunge all copies of Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section will constitute continued use of Infinite Campus Products. Licensee must provide a certificate from an officer of Licensee stating compliance with this Section. Infinite Campus will also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.
- b) With ninety (90) business days following the termination of this Agreement, or sooner at the request of the Licensee, Infinite Campus warrants that the original and all copies of Licensee information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the Licensee or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed. Nothing herein, however, prohibits Infinite Campus from continuing to possess and use any reports or other data generated by Infinite Campus Products or Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party will be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7. **Additional Terms**

If not already covered by a separate agreement from an Infinite Campus Authorized Channel Partner for any items below, then the following terms and conditions also apply, as applicable:

Cloud Hosting (Standard Cloud or Cloud Choice)	https://www.infinitecampus.com/terms/cloud-hosting-services-terms
On-Site Hosting	https://www.infinitecampus.com/terms/on-site-hosting-services-terms
Software Support Services	https://www.infinitecampus.com/terms/software-support-services-terms
Campus Digital Repository (CDR)	https://www.infinitecampus.com/terms/terms-of-use

Sections/Groups	https://www.infinitecampus.com/terms/user-agreement
Campus Messenger	https://www.infinitecampus.com/terms/campus-messenger-terms-conditions
Training or Consulting	https://www.infinitecampus.com/terms/training-and-consulting-services-terms

8. General Terms and Conditions

- 8.1 **Assignment.** This Agreement is personal to Licensee. Licensee must not, voluntarily or involuntarily, sublicense, sell, assign, give, or otherwise transfer this Agreement. Any such transfer or attempted transfer is null and void. Infinite Campus has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 8.2 **Governing Law.** Unless otherwise prohibited by Licensee's state law: (i) this Agreement will be governed and interpreted under the laws of the state of OK, U.S.A, without regard to its conflict of law's provisions; and (ii) any litigation between the parties will take place in the state or federal courts in OK, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.
- 8.3 **Amendments; Waiver.** This Agreement may not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce the provisions hereof is not a waiver of such provisions or of the right to enforce such provisions later. The admin users of an account are, severally and jointly, deemed as the authorized representatives of the Licensee, and any decision or action made by any admin, is deemed as a decision or action of Licensee.
- 8.4 **Severability.** If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 8.5 **Headings, Exhibits, and Construction.** Article and section headings are for reference only and will not be considered as parts of this Agreement. The attached exhibits, and the Applicable Order and Pricing Schedules, and hyperlinked terms and conditions are an integral part of this Agreement and are incorporated by reference. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 8.6 **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, epidemics, pandemics, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts or failure of the Internet (not resulting from the actions or inactions of Infinite Campus), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 8.7 **Entire Agreement.** This Agreement, together with any applicable State Contract in effect for Licensee's state, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral. To the extent a valid State Contract applies, and only to the extent of any direct conflict, the terms of the State Contract shall control; otherwise, the terms of this Agreement shall govern. Except as expressly stated in Section 8.4, or as required by an applicable State Contract, no document, instrument, or agreement issued or executed contemporaneously with or after this Agreement shall modify or supersede its terms, regardless of any order of precedence provisions. This Agreement (and any applicable State Contract) sets forth all agreements, warranties, understandings, conditions, covenants, and representations of the parties regarding the subject matter hereof, and neither party shall be bound by any such terms not expressly set forth herein or therein. Infinite Campus reserves the right to reject any additional or different terms contained in purchase orders or similar documents, and any such rejected terms shall be null and unenforceable.

- 8.8 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the addresses set forth below, or as may be provided by the parties.

Infinite Campus, Inc.
Sales Contracts Management
4321 109th Ave NE
Blaine, MN 55449-6794

Newcastle School District 1
Cathy Walker
101 N Main Street
Newcastle, OK 73065
United States

- 8.9 Applicable Law. Infinite Campus complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws.

- a) While providing Services during the term of this Agreement, Infinite Campus may process and store Licensee data and may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Infinite Campus has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Infinite Campus shall use education records only for the purposes of fulfilling its duties under this Agreement. To improve the products and services it provides, Infinite Campus may use anonymized or de-identified, non-personally identifiable data, as well as seek input from the Licensee and its employees regarding use of Infinite Campus Products and Services. Except as required by law or court order, Infinite Campus shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Infinite Campus under this Agreement. A current list of Infinite Campus Channel Partners and Business Partners is available at <https://www.infinitecampus.com/about/partners/> and Licensee consents to the use of such partners, including third-party cloud resources. This may include hosting, off-site backups, computing, the storage of Campus Digital Repository content, the use of content delivery networks to speed downloads of public files, or the failover of the Infinite Campus Products in certain disaster recovery scenarios. Infinite Campus shall ensure that each partner, subcontractor, or third-party cloud resource with whom it shares Licensee data is contractually bound by a written agreement that (a) that includes obligations of confidentiality equivalent to, consistent with, and no less protective than those found in this Agreement, or (b) are legally bound to an agreement under which they agree that they have no right of access to Vendor's data stored in or passing through the subcontractors' cloud-based services.
- b) In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Infinite Campus affiliated individuals for purpose of providing the Services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Infinite Campus shall immediately inform Licensee of such request in writing, if it is allowed to do so. Infinite Campus shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Infinite Campus receive a court order or lawfully issued subpoena seeking the release of such data or information, Infinite Campus shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
- c) Upon becoming aware of a security breach of any education record covered by this Agreement, Infinite Campus will: (i) notify Licensee promptly, and where feasible, within 48 hours of becoming aware of any security breach; (ii) provide timely information relating to the security breach as it becomes known or as is reasonably requested by Licensee; and (iii) promptly take reasonable steps to contain and investigate any security breach. Infinite Campus' notification of or response to a security breach shall not be construed as an acknowledgment by Infinite Campus of any fault or liability with respect to the security breach. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage, or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state, or administrative in

nature. Infinite Campus shall not have any liability under this section if Licensee has not followed all the Infinite Campus security recommendations related to the Infinite Campus Products.

- d) Upon termination of this Agreement, Infinite Campus shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with, Section 6.3(b) of this Agreement. Infinite Campus shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Infinite Campus as to how such information shall be returned and/or destroyed. Furthermore, Infinite Campus shall ensure that it disposes of all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g., shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

- 8.10 Export Rules. Licensee must not ship, transfer, or export any Infinite Campus Products into any country or use them in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "Export Laws"). In addition, if Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving Infinite Campus Products. All rights to use Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section.
- 8.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute Infinite Campus Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire Infinite Campus Products and Services with only those rights set forth herein.
- 8.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement is valid as an original signature of such party and is effective to bind such party to this Agreement. The parties agree that any electronically signed document related hereto is deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party will contest the admissibility of true and accurate copies of electronically signed documents based on the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an email message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representatives of Infinite Campus and Licensee.

Infinite Campus, Inc.

Licensee

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Billing Contact Name:

Billing Contact Email:

Order and Pricing Schedule for Newcastle School District 1 - OK

Prepared For	Prepared By	Prepared On	Service Start Date
Newcastle School District 1	Stephanie Svoboda stephanie.svoboda@infinitecampus.com	May 11, 2026	July 1, 2026
			Initial Term
			12 Months

Campus SIS Licensing, Support and Hosting				
Item	Quantity	Net Price	Initial Term Prorated Price	Annual Recurring Fees
SIS	2,589	\$6.00 Annual Per Student	\$15,534.00	\$15,534.00
SIS Hosting - Campus Cloud	2,589	\$1.00 Annual Per Student	\$2,589.00	\$2,589.00
SIS Support	2,589	\$3.00 Annual Per Student	\$7,767.00	\$7,767.00
TOTAL CAMPUS SIS LICENSING, SUPPORT AND HOSTING			\$25,890.00	\$25,890.00

Premium Products Licensing and Support				
Item	Quantity	Net Price	Initial Term Prorated Price	Annual Recurring Fees
Athletic Eligibility Report	1	\$500.00 Annual Fixed	\$500.00	\$500.00
Campus Learning - District	2,589	\$2.00 Annual Per Student	\$5,178.00	\$5,178.00
Campus Passport	2,589	\$0.50 Annual Per Student	\$1,294.50	\$1,294.50
Data Validation	2,589	\$0.25 Annual Per Student	\$647.25	\$647.25
Food Service	2,589	\$2.00 Annual Per Student	\$5,178.00	\$5,178.00
Food Service Support	2,589	\$0.40 Annual Per Student	\$1,035.60	\$1,035.60
Managed Services - Campus Digital Repository: 12 Month Average Usage of 9.04 GB	1	\$17.50 Annual Fixed	\$17.50	\$17.50
Messenger	2,589	\$0.90 Annual Per Student	\$2,330.10	\$2,330.10
Messenger Support	2,589	\$0.25 Annual Per Student	\$647.25	\$647.25
OLR Prime	1	\$7,500.00 Annual Fixed	\$7,500.00	\$7,500.00
Telecom Fee	9	\$345.00 Annual Fixed	\$3,105.00	\$3,105.00
TOTAL PREMIUM PRODUCTS LICENSING AND SUPPORT			\$27,433.20	\$27,433.20

Implementation Services: Implementation Services provided by Infinite Campus or an authorized channel partner is provided as a one-year subscription. Implementation Service fees paid are not refundable (unless officially cancelled before any services are provided).

Item	Quantity	Unit	Net Total Price
Campus Payments	1	One-Time	\$150.00
Credit - One-Time Fee - Paid - Campus Payments Implementation	1	One-Time	(\$150.00)
Messenger - Remote Dial-In	1	One-Time	\$500.00
Messenger - SMS	1	One-Time	\$500.00
Credit - One-Time Fees - SMS & Remote Dial - In -Paid - Messenger Implementation	1	One-Time	(\$1,000.00)
TOTAL IMPLEMENTATION SERVICES			\$0.00

INFINITE CAMPUS TOTALS	
Initial Term Total:	\$53,323.20
Annual Recurring Total:	\$53,323.20

By:

Name:

Its:

Date:

The background of the entire page is a night-time photograph of the Chicago skyline. The Willis Tower is the most prominent building in the center. The city lights are reflected in the water of the Chicago River. Overlaid on the skyline are numerous thin, glowing blue lines that arc across the sky, connecting various points, suggesting a global network or connectivity. The KONE logo is in the top right corner.

KONE CARE™ 24/7 CONNECT

KONE Care™ Maintenance Agreement

Prepared for: NEWCASTLE PUBLIC SCHOOLS - Jeff Landes

Date: May 18, 2026

Issued by: Brandon Schutz

May 18, 2026
Newcastle Schools 2027
100 North Main street
Newcastle, Oklahoma, 73065

KONE
Tulsa
2341 W. Albany Street
Broken Arrow,
Phone: +19188639641
Fax:
brandon.schutz@kone.com

Attn: Jeff Landes

Re: KONE Care™ Maintenance Agreement
Newcastle Schools 2027

Dear Jeff Landes,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Newcastle Schools 2027.

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

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

Upon your approval, return a signed copy to your KONE representative. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at +19188639641.

Respectfully,

Brandon Schutz
Sr. Sales Consultant- Acct. Management
KONE



Purchaser ("Purchaser"):
NEWCASTLE PUBLIC SCHOOLS
101 N MAIN ST
NEWCASTLE, Oklahoma 73065-4104

Service Location ("Premises"):
Newcastle Schools 2027
100 North Main street
Newcastle, Oklahoma 73065

KONE Inc. ("KONE")
Tulsa
2341 W. Albany Street
Broken Arrow, 74012

TENDER DATE: 05/18/2026

EFFECTIVE DATE: 07/01/2026

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Count
Other	Other	Wheelchair Lift	1
KONE	Elevator	MRL	1

2. SERVICES

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

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

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

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

3. TESTING

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

4. HOURS OF SERVICE

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

5. REPORTING SERVICES

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

6. EXCLUSIONS

This Agreement does not include hydraulic fluids.

No labor, except specified herein, parts or supplies will be furnished under this Agreement.

KONE shall not be obligated to: perform safety test other than those specified herein; install new attachments or make equipment changes, repairs or adjustments, corrected outstanding violations or deficiencies.

7. REMOTE MONITORING

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

8. SAFETY

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

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASME A17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

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

9. NOTICE OF MALFUNCTION OR INJURY

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

10. THIRD PARTY SERVICES

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

11. NON-KONE EQUIPMENT

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

TERMS AND CONDITIONS

1. TERM AND TERMINATION

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

2. CANCELLATION

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

3. ASSIGNMENT

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

4. PRICE ADJUSTMENTS

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

5. PAYMENT TERMS

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

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

6. SUSPENSION OF SERVICE

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

7. TAXES AND TARIFFS

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

KONE shall be entitled to an adjustment in the price, including but not limited to any increased costs of materials, resulting from any

change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.

8. INSURANCE AND INDEMNIFICATION

Purchaser will name KONE as an additional insured on its insurance policy.

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

9. LIMITATION OF LIABILITY

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

10. U.S. GOVERNMENT SALES

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

11. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

12. VENUE

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

13. PROPERTY RIGHTS

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

14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The

terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

PRICE

\$519.47 per month payable by Purchaser annually in advance (\$6,233.64 per annual installment). If Purchaser does not sign this Agreement within 45 days after the tender date above, KONE reserves the right to submit a revised price.

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

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$519.47 per month	
Semi-Annual in advance payment	3% Increase	\$535.05 per month	
Quarterly in advance payment	6% Increase	\$550.64 per month	
Monthly in advance payment	8% Increase	\$561.03 per month	

NEWCASTLE PUBLIC SCHOOLS

(Signature of Authorized Representative)

(Print Name)

Title

Date

Respectfully submitted,

Brandon Schutz

KONE Inc.

(Approved by) Authorized Representative

Title

Date

KONE Care Value Added Services

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

TESTING

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

1. #1 PASSENGER ELEVATOR

CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.

QEI Inspection Fees - QEI Inspection service and administration fees to coordinate a third party Qualified Elevator Inspector is present when required for annual testing of equipment. This does not include testing requirements due to repair or replacement of any components required by local jurisdictions to have additional testing or certification by Inspection.

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience. Any discontinuance of these services for any reason may not necessarily result in a refund or reduction in price to any maintenance agreement in effect between KONE and the Purchaser, if applicable.

KONE shall perform the selected Value-Added Service (each a "service" and together the "services") substantially as set forth and authorized below:

1. KONE 24/7 Connected Services (24/7 CS)

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

Conditions:

1. The remote monitoring device may be a built-in component of a new KONE elevator or installed later for the equipment. Through the 24/7 Connected Services, KONE collects, exports, and uses data generated by the equipment. KONE exclusively owns such data, the software and device used to gather and process it. Purchaser has no ownership or proprietary rights therein. Purchaser will not use the 24/7 Connected Services device, except in connection with the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.
2. Purchaser consents to KONE using the data collected from 24/7 Connected Services, together with any associated site or equipment-related descriptors, in its marketing materials. Including but not limited to social media, testimonials, case studies, brochures, videos, and other promotional materials, either during or after the term.
3. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Indicators or predictors will be reviewed for the need for immediate service, for inspection at the regular maintenance visit, or otherwise addressed at the sole discretion of KONE. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day.
4. In the event the 24/7 Connected Services are not provided for any reason, KONE will not necessarily pay refunds, credit, or other consideration to Purchaser, or adjust or reduce any pricing for any maintenance or service agreement, if applicable.
5. Should the Agreement expire or terminate, the Services, including phone services or data collection, will no longer be provided. Purchaser will provide KONE with access to the site to remove any device used for the collection of equipment data, in KONE's discretion. In such event, KONE shall have no obligation to collect, export, or analyze any data, or to provide the source code of any software in object code form. This provision shall survive the expiration or termination of the Agreement.
6. If the Customer uses its own SIM card, network connection, or connectivity (via wireless or wired) for the data transfer required by the Services, KONE shall not be liable for any costs of data transfer. In no event shall KONE be liable for any losses due to disruption in service. KONE does not warrant the services will be provided error-free or uninterrupted.

2. The KONE Care Values Added Services are performed on the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect	Emergency Video Communication
#1 PASSENGER ELEVATOR	20320054			X	

3. KONE MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS,

SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

Attachment "A"
Amendments to Service Agreement

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

This is a continuation of elevator services from previous years. The new pricing includes the maintenance for one Kone elevator and one Wheelchair lift with testing included and 24 hour connectivity.

KONE General or Sales Manager Authorization

.....
Signature

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Email:	
Federal tax ID #:	Email invoices only (circle one): Yes / No	

Where should the invoice be sent?	Same as above ☐
Legal Name of the Company:	
Attention:	
Address:	
City:	State: Zip:
Contact Name:	Title:
Phone:	Email:
Federal tax ID #:	

Who will be responsible for paying the invoices?	Same as above ☐
Legal Name of the Company:	
Attention:	
Address:	
City:	State: Zip:
Contact Name:	Title:
Phone:	Email:
Federal tax ID #:	

Will invoices need to be submitted to a third-party billing portal?		Yes	☐	No	☐
Portal Name:					
Portal type (Work order or Maintenance Billing):					
Do all invoice types use this portal?					
Are there special requirements in the portal?					
Is there a fee with the portal?			If yes, how much?		

<u>BILLING INFORMATION</u>		<u>SITE LOCATION</u>
Newcastle Public Schools 101 North Main Street Newcastle, Ok 73065 fcraven@newcastle.k12.ok.us		Newcastle Public Schools 101 North Main Street Newcastle, Ok 73065
<u>CONTAINER SIZE</u>	Monthly 2 Times Per Week 3 Times Per Week on the 1st Week of the Month.	
(9) 8 Yards		
(1) 4 Yard	Total for Frontload \$2,550.00 Month	
20 Yard on Call	\$467.25 with 5 tons disposal – Overweight \$48.00 Per Ton	
30 Yard on Call	\$467.25 with 5 tons disposal – Overweight \$48.00 Per Ton	

ADDITIONAL INFORMATION

1.Customer grants Premier Waste, LLC ("PW") the exclusive right to collect and dispose of all of the Customer's solid waste materials, including recyclables, for an initial term of 12 (12) months from the Effective Service Date of 7/1/2026 2. Upon the effective date of termination (6/30/2027) PW shall stop performing all services and shall have the right to enter the Customer's property to remove all PW equipment, containers, or other property (collectively referred to as "Equipment"). 3. In the event Customer terminates this Agreement other than as provided above or PW terminates this Agreement for Customer's non-payment, Customer agrees to pay PW as liquidated damages, and not as a penalty, the following amount: (i) if the then current term of this Agreement has six months or more remaining, Customers shall pay its most recent monthly charge multiplied by six; or (ii) if the then current term of this Agreement has less than six months remaining, Customer shall pay its most recently monthly charge multiplied by the number of months remaining in the then current term. Such amount shall be paid within ten (10) days of the termination. PW shall be entitled to further damages in the event its Equipment is damaged while located at Customer's place of business or Customer otherwise fails or refuses to allow PW to remove its Equipment. 4. Provisional Charges that may apply: Overage Charge, Removal Charge, and Exchange Charge. Customer Service Agreement 5. Payments: PW invoices shall be due and payable within Thirty (30) days of invoice date. All past due amounts shall accrue interest at the rate of TWENTY-ONE "21%" per annum. 6.Adjustments: PW reserves the right to adjust the rates based upon increase or changes in the type, size, and amount of Equipment, of the frequency of service, requested or approved by the Customer may be verbally or in writing. Approval of verbal changes may be evidenced by the practices and actions of the parties. All other terms and conditions of this Agreement shall remain in full force and effect., ADDITIONALTERMS AND CONDITIONS Solid Waste

Material: The solid waste material to be collected and disposed of by PW is limited to the solid waste, including recyclables, generated by Customer, excluding all radioactive, volatile, highly flammable, explosive, toxic, or hazardous material (collectively "Excluded Waste").

Newcastle Public Schools

Signature

DATE

Justin Mullinax

Signature



Date 5-12-2026



TACTICAL PEST SOLUTIONS
PEST MANAGEMENT SERVICE PLAN – GENERAL PEST CONTROL

TACTICAL PEST SOLUTIONS SERVICE

TACTICAL PEST SOLUTIONS will perform PEST CONTROL SERVICE for **NEWCASTLE PUBLIC SCHOOLS** for a period of one (1) year for the following pests at the locations, frequency and price described on the Service **Addendum A** attached to this Agreement – signature required.

- Spiders
- Ants
- Rats
- Mice
- Occasional Invaders

*Stinging/ flying insects, birds, wildlife, pigeons, cockroach cleanout services, bed bugs, pharaoh ants, fire ants, termites, carpenter ants as well as other wood destroying organisms are NOT included in this service.

Tactical Pest Solutions will retreat for the pests identified above at no charge between scheduled service visits.

THIS AGREEMENT WILL CONTINUE ON A MONTH-TO-MONTH BASIS AFTER THE INITIAL PERIOD. EITHER PARTY MAY CANCEL THIS AGREEMENT UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE AFTER THE INITIAL PERIOD.

PAYMENT

TERMS: Applicable charges and sales tax will be paid within thirty (30) days of invoice. A charge of 1.5% per month will be added to any unpaid balance over 30 days.

Unless otherwise noted, Purchaser accepts centralized invoice to be provided each month. Summary invoice does not contain copies of service receipts.

All special instructions regarding billing, managerial supervision, distribution of reports, etc. is noted on Addendum A.

Terms and Conditions

1. **Future Damage.** Tactical Pest Solutions is not responsible for and does not guarantee against present or future damage to the building or contents, or provide for the repair or replacement thereof. This agreement does not provide for the control of termites, fungus, beetles, or any other pests not indicated herein. This plan does not guarantee, nor is it represented, that covered insects will not return to the property.
2. **Purchaser Responsibility.** Your cooperation is important to ensure the most effective results from your service. Whenever conditions conducive to the breeding and harborage of pests are reported in writing, and not corrected by you, Tactical Pest Solutions cannot assure satisfactory service. If the conditions noted are not corrected as required, all guarantees in this agreement shall automatically terminate and be canceled. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by the customer as an extra service charge.
3. **Notice of Claims/Access to property.** Any claim arising out of this agreement must be made in writing by Purchaser to Tactical Pest Solutions during the term of this Agreement. The purchaser must allow access to the identified property for any purpose contemplated by this Agreement. The failure to promptly allow such access will terminate this Plan without further notice.
4. **Non-Payment / Default.** The obligation of Tactical Pest Solutions is conditional upon payment in full of the Initial charge and all regular service charges. Failure to pay such charges will cancel this plan entirely, and discharges Tactical Pest Solutions from any liability. Any amount paid shall become the property of Tactical Pest Solutions.
5. **Disclaimers.**
 - A. **Force Majeure.** The liability of Tactical Pest Solutions under this Agreement will be terminated if Tactical Pest Solutions is prevented from fulfilling its responsibilities under these terms by reason of delays of transportation, shortages of fuel and/or materials, strikes, embargos, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstance or cause beyond the control of Tactical Pest Solutions. Tactical Pest Solutions reserves the right to adjust the service charge in the event of any such occurrence(s) or happening(s).

- B. **Other Insects / Organisms.** This Agreement provides for treatment and re-treatment for pests indicated herein. This Agreement does not provide for treatment of subterranean (ground) termites (*Reticulitermes spp.*, *Coptotermes spp.*), drywood termites (*Kaloterms spp.*, *Incisitermes spp.*, *Cryptotermes spp.*), carpenter ants, beetles, fungi or any other wood destroying organisms.
- C. **Change in Law.** Tactical Pest Solutions performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Tactical Pest Solutions reserves the right to revise the service charges or terminate this agreement. **EXCEPT AS OTHERWISE PROHIBITED BY LAW, TACTICAL PEST SOLUTIONS DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STIGMA AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TACTICAL PEST SOLUTIONS SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
6. **Change in Terms.** At the time of any renewal of this agreement, Tactical Pest Solutions may change this agreement by adding, deleting, or modifying any provision. Tactical Pest Solutions will notify the Purchaser in advance of any such change, and the Purchaser may decline to accept such change by declining to renew this agreement. Renewal of this agreement will constitute acceptance of any such changes.
7. **Entire Agreement.** This Agreement, these Terms and Conditions and the Inspection Graphs constitute the entire Agreement between the parties. No other representations or statements, whether oral or in writing, shall be binding upon the parties.
8. **Severability.** If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.
9. **Mandatory Arbitration.** The purchaser and Tactical Pest Solutions agree that any claim, dispute, or controversy ("Claim") between them or against the other or the employees, agents, or assigns of the other and any Claim arising from or relating to this agreement of the relationship which result from this agreement, including but not limited to any tort or statutory Claim, shall be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the Rules of the AAA in effect at the time the Claim is filed ("AAA Rules"). Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in which the Purchaser resides. AAA Rules and forms may be obtained and all claims shall be filed at any AAA office, www.adr.org or by calling 1-800-778-7879. Each party shall be responsible for paying its own attorneys' fees, costs, and expenses; the arbitration fees and arbitrator compensation shall be payable as provided in the AAA Rules. However, for a claim of \$15,000 or less brought by Purchaser in his/her/its individual capacity, if Purchaser so requests in writing, Tactical Pest Solutions will pay purchaser's arbitration fees and arbitrator compensation due to the AAA for such Claim to the extent they exceed any filing fees that the purchaser would pay to a court with jurisdiction over the Claim. The arbitrator's power to conduct any arbitration under this arbitration agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any arbitration proceeding under any other agreement, or involving any other property or premises, and will not proceed as a class action or private attorney general action. The foregoing prohibition on consolidated, class action, and private attorney general arbitrations is an essential integral part of this arbitration clause and is not severable from the remainder of the clause. The decision of the arbitrator shall be a final and binding resolution of the Claim. This arbitration clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 – 16. Judgment upon the award may be entered in any court having jurisdiction. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration agreement or of the arbitrator's award. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.**
10. **PESTICIDE LABELS.** UPON REQUEST, TACTICAL PEST SOLUTIONS WILL PROVIDE THE PURCHASER WITH A COPY OF THE MANUFACTURE'S SPECIMEN LABEL FOR THE PESTICIDE(S) WHICH WILL BE USED TO TREAT THE PREMISES.
11. **Auto Draft Payment Option.** In payment for services performed by Tactical Pest Solutions, I (we) hereby authorize you to initiate debit entries to my specified account, within five (5) business days after my (our) account has been charged, as indicated in the Sales Agreement, at the depository financial institution named herein and to debit the same to such account. I (we) acknowledge that the amount may increase subsequent to the Sales Agreement's second anniversary date. This Authorization will remain in effect until I (we) notify Tactical Pest Solutions in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act upon that notification. I (we) understand that cancellation of this authorization does not cancel my (our) service agreement or my (our) responsibilities resulting from this agreement.

By signing within thirty (30) days of the date below, Purchaser accepts our offer of PEST SERVICE on the Terms and Conditions identified herein.

TACTICAL PEST SOLUTIONS

NEWCASTLE PUBLIC SCHOOLS

By: Jacob Dobelbower

By: X

Title: Owner/Manager

Title: X

Date: 5/14/26

Date: X

Jacob Dobelbower
405.549.2030
Jacob@tacticalpestsolutions.com
Tactical Pest Solutions
PO BOX 1418
NEWCASTLE, OK 73065

ADDENDUM A – GENERAL PEST CONTROL

NEWCASTLE PUBLIC SCHOOLS

101 N. Main St
Newcastle, OK 73065

CONTACT: Kristi Ferguson
EMAIL: kferguson@newcastle.k12.ok.us
OFFICE: 405-250-4806
FAX:

MONTHLY INTERIOR PEST CONTROL **\$790.00 per service**

- Service frequency is monthly starting in July 2026.
- Tactical Pest Solutions will treat the interior entry doors, kitchens, concessions, breakrooms and reception offices of the Admin, High School, Gyms, Auditorium, Football, Baseball, Softball, Early Childhood Center, Lower Elementary, Elementary Cafeteria, 5th grade and Middle School buildings for occasional invader pests, ants, and spiders.
- Tactical Pest Solutions will service current fly lights in all kitchens and concessions.

BI-MONTHLY EXTERIOR RODENT CONTROL **\$685.00 per service**

- Service frequency is Bi-Monthly starting in August 2026.
- All exterior rodent equipment will be serviced on each Bi-Monthly visit.
- Buildings include Admin, High School, Gyms, Auditorium, Football, Baseball, Softball, Early Childhood Center, Lower Elementary, Elementary Cafeteria, 5th grade and Middle School.

SEMI-ANNUAL EXTERIOR PEST CONTROL **\$685.00 per service**

- Service frequency is Semi-Annual (Twice per year April and October).
- Tactical Pest Solutions will treat the exterior of the Admin, High School, Gyms, Auditorium, Football, Baseball, Softball, Early Childhood Center, Lower Elementary, Elementary Cafeteria, 5th grade and Middle School buildings for occasional invader pests, ants, and spiders.
- Tactical Pest Solutions will remove cobwebs and mud dauber nests from all covered entry doors.

ADDITIONAL SERVICES:

- | | |
|---------------------------------------|--------------------------------|
| • Fly Lights: | \$250-\$350/per unit |
| • Stinging insect nests above 8 feet: | Priced on request if necessary |
| • Pigeons, wildlife, birds: | Priced on request if necessary |
| • Termite Control: | Priced on request if necessary |
| • Classroom treatment | Priced on request if necessary |
| • Bedbug treatment: | Priced on request if necessary |

SERVICE REFERENCES:

Steve Russell	Mathis Brothers Furniture	405-951-1249
Chad Richison	Paycom	800-580-4505
Bob Miller	Crossings Christian School	405-834-4279
Jeff LeDuc	First Baptist Mustang	405-413-5450
Laura Scott	Bishop McGuinness High School	405-313-0752

SUMMARY OF CHARGES

MONTHLY INTERIOR SERVICE FEE X 12:	\$9,480.00
BI-MONTHLY EXTERIOR RODENT SERVICE FEE X 6:	\$4,110.00
SEMI-ANNUAL EXTERIOR SERVICE FEE X 2:	\$1,370.00
 TOTAL ANNUAL AMOUNT:	 \$14,960.00

SIGNATURE (REQUIRED):_____ **DATE:**_____

Jacob Dobelbower 5-14-26
Owner/Manager
405-549-2030
Jacob@tacticalpestsolutions.com



Engineered Systems & Energy Solutions, Inc.
ES2built.com Phone: (405) 528-4500

Authorized Dealer of

AUTOMATEDLOGIC
United Technologies

Technical Software & Support Agreement

Between Engineered Systems & Energy Solutions, Inc

And



Newcastle Public Schools

Duration of contract: 1 year beginning July 1st, 2026, ending June 30th, 2027



WebCTRL® Systems Covered In this Agreement

101 North Main Newcastle, OK 73065

ES2 WebCTRL #W201101161

Scope of Work

Automated Logic Software and Hardware Assurance

This agreement provides for major software version upgrades, service packs, patches, hardware drivers and any other updates required to keep your Automated Logic System Software and Hardware secure and current. This service includes the cost of software and provides ES2 personnel to update your system as required.

We will back up your Automated Logic System files and databases to your local web server as well as transfer a copy off site for storage at our facility. We will also provide a cloud-based backup solution to store site backups for recovery purposes.

FREQUENCY: Quarterly

Technical Phone Support

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

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

Emergency Services

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

Preferred Pricing

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

Continuous Training Program (Lunch-and-Learn)

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

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

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

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

Hardware/Additional Labor hour inclusions

TERMS & CONDITIONS

ACCESS

The customer will give ES2 full remote access to equipment that is either Covered Equipment or associated with it when ES2 requests such access. If remote access cannot be provided, ES2 obligations under this Agreement will be suspended until such access to the equipment is provided. Matters affecting ES2 access to the equipment may include, but are not limited to the removal, replacement, repair or other remedial actions taken by the Customer with respect to the equipment or to the Customer's facility. Suspensions of ES2's duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement. Should the Customer elect to request a site visit to perform the Software and Hardware Assurance scope of work, and/or to restore access to Covered Equipment, it is the Customer's responsibility to request and schedule such a visit and Technical Service and Travel rates per the rate schedule will apply in addition to contract installments.

TRAVEL

Travel rates will apply per the rate schedule when site visits to locations greater than 50 miles from the servicing ES2 branch are required.

EXCLUSIONS

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

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

INDEMNITY

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

TERMINATION

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

PAYMENT TERMS

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

Rate Schedule & Signature

Standard Service Rates (Prices valid for the following 1 years, subject to change with 30 days written notice)

SERVICE CATEGORY	2022 Non Service Contract	With Service Contract
Technical Phone Support (Per ½ Hour)	\$75.00 ½ HR.	\$00.00
Continuous Training Program	\$120.00 HR.	\$00.00
BAS Engineering Service	\$140.00 HR.	\$112.00 HR.
BAS Technical Service	\$140.00 HR.	\$112.00 HR.
Test Adjust and Balance Service	\$115.00 HR.	\$92.00 HR.
Commissioning	\$140.00 HR.	\$112.00 HR.
Professional Engineering <i>Design-Build/Remedial Design</i>	\$165.00 HR.	\$132.00 HR.
After Hours (Mon-Fri 5 pm-10 pm, Sat-Sun 8 am-5 pm)	\$210.00 HR.	\$182.00 HR.
Emergency (Mon-Sun 10 pm-8 am, Federal Holidays)	\$280.00 HR.	\$250.00 HR.
Travel Over 50 miles from servicing branch	\$55.00 Per HR.	\$55.00 Per HR.
Automated Logic Parts	25% off List Price	60% off List Price

Agreement By and Between:

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

Newcastle Public Schools
101 North Main Street
Newcastle, OK 73065

Engineered Systems & Energy Solutions shall provide the services as outlined in this agreement. This agreement shall remain in effect for a term of 1 year beginning: **July 1st, 2026, to June 30th, 2027**

Total 1 Year Contract Cost		\$8,600.00
Quarterly Billing Cost		\$2,150.00

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

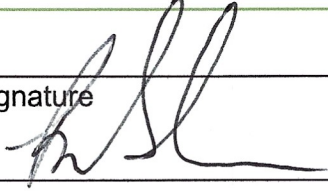
Prices quoted in this Service Agreement are firm for 90 days from May 14, 2026.

Proposal Submitted By:

Proposal Accepted By:

Engineered Systems & Energy Solutions, Inc.

Newcastle Public Schools

			
Signature	Date	Signature	Date
	5/14/26		
Title	Account EXECUTIVE	Title	

AGREEMENT

Between

The Board of Regents of the University of Oklahoma, Health Sciences Center
for

The University of Oklahoma College of Nursing
and

NEWCASTLE PUBLIC SCHOOLS

THIS AGREEMENT, made and entered into as of this **9th day of MARCH 2026**, between The Board of Regents of the University of Oklahoma, a constitutionally created entity by the state of Oklahoma, for the University of Oklahoma College of Nursing, hereinafter referred to as **SCHOOL** and **NEWCASTLE PUBLIC SCHOOLS, NEWCASTLE, OKLAHOMA**, hereinafter referred to as **AGENCY**. **AGENCY** and **SCHOOL** collectively to be known as “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, AGENCY is desirous of assisting **SCHOOL** in the development of a program for individuals to earn a degree in nursing, and

WHEREAS, SCHOOL recognizes the need for such a program to be established to meet the needs for the local and national community and in the interest of assisting the health care community. The **SCHOOL** is agreeable to establish such a program with the **AGENCY'S** assistance and participation which shall be limited to functions as set out herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between **AGENCY** and **SCHOOL**, as follows, to-wit:

1. **AGENCY** will make available to **SCHOOL** the facilities and patient care situations to conduct patient care clinical laboratories for students participating in the nursing program.
2. The administration of the total operation at the **AGENCY** shall be the responsibility of and under the control and supervision of **AGENCY** and shall be administered through the staff.
3. The administration and general supervision of the **SCHOOL** instruction shall be the responsibility of and under the control and supervision of the **SCHOOL** and shall be administered through the **SCHOOL** staff.
4. Prior to the first clinical experience, the **SCHOOL** will provide the following information about the participants to the **AGENCY**:
 - 4.1 Student's name
 - 4.2 Schedules and activities to be carried out in the clinical area throughout the experience
 - 4.3 Theory and clinical objectives
 - 4.4 Faculty member's name, address, office and home telephone numbers
 - 4.5 Information on physical and educational requirements per **AGENCY** policy

5. The **SCHOOL** will assume administrative responsibility for providing qualified and competent clinical instructors. The **SCHOOL** shall also assume academic responsibility for all classroom and clinical instruction of the **SCHOOL** students.
6. The responsibility for selecting student experiences, planning the schedule of student assignments and the number of students receiving clinical experiences at **AGENCY** will be mutually agreed upon by **AGENCY** and **SCHOOL**.
7. **AGENCY** will designate a representative to work jointly with the Administration of **SCHOOL** and said **AGENCY'S** representative will serve in a liaison capacity with **SCHOOL** faculty. The **AGENCY** and **SCHOOL** representatives will evaluate the clinical experience to determine performance improvement outcome.
8. The **AGENCY** shall, on reasonable advance notice, permit inspection of clinical facilities, records, or other items relating to the clinical teaching experience of students, by the **SCHOOL** and/or its accrediting agencies.
9. **SCHOOL** will assume full academic and administrative responsibility for the planning and execution of the educational program in nursing, including, but not limited to, administration, programming, curriculum content, faculty appointments, requirements for student admission, matriculation, promotion and graduation.
10. Should the occasion arise, all **SCHOOL** students and clinical instructors will be furnished emergency care and treatment as is available by the **AGENCY** until the individual can be transferred to the care of a personal physician. Charges for such care provided to **SCHOOL** students or faculty are the responsibility of the individual student or faculty.
11. **SCHOOL** is self-insured in accordance with the terms of the Oklahoma Governmental Tort Claims Act, 51 Okla. St. §§ 151 et seq. Students participating in the educational experience at Facility shall carry professional liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. **SCHOOL** agrees to furnish verification of liability insurance covering the participating Students upon request. **AGENCY** certifies that it shall maintain, for the duration of this Agreement, insurance, or a program of self-insurance, in an amount that will be adequate to cover its respective obligations and/or risks hereunder, or as otherwise provided by Oklahoma State law. Upon request, **AGENCY** will provide **SCHOOL** proof of insurance showing that such insurance is in place. Should any Party have their policy cancelled or terminated, they shall notify the other Party within ten (10) days and pursue reinstatement. Either Party is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Either Party is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
12. **SCHOOL** shall direct both students and instructors to comply with the applicable published rules and regulations of **AGENCY**, including **TJC (The Joint Commission) or equivalent accrediting body, as applicable to AGENCY**. **AGENCY** will be

responsible for providing orientation to instructors and students as to rules and regulations of the **AGENCY** and any changes thereto.

13. **SCHOOL**, along with **SCHOOL'S** students, shall respect and conscientiously observe the confidential nature of all information which may come to either or all of them, individually or collectively, with respect to patients and patients' records. The attached Trainee Confidentiality Agreement must be signed by each student and faculty member (if any) sent to **AGENCY**. Each Party agrees to observe, maintain and require the confidentiality of the other Party's confidential and proprietary information to the extent provided by law. **AGENCY** acknowledges that **SCHOOL** is a state entity covered by the Oklahoma Open Records Act, provisions of which may govern the release of certain information. To the extent **SCHOOL** is required and/or requested to disclose information, School will provide **AGENCY** reasonable notice to allow sufficient time to take legal or other action to prevent such disclosure.
14. **SCHOOL** accepts the condition that no student or **SCHOOL** faculty member is to be considered an employee of the **AGENCY** under this Agreement. It is understood by the Parties that the **AGENCY** will not be paid for its services or for the use of its facilities, nor will the **SCHOOL** faculty or the students receive any monetary compensation whatsoever from **AGENCY** for their involvement with this contract.
15. **AGENCY** may exclude from the clinical experience any student or faculty whose professional conduct or health status is a detriment to the successful completion of the clinical experience or the welfare of the patients, or whose performance continues to fall below the level required to do practice. However, **AGENCY** must first notify the **SCHOOL** of the problems thereby affording the **SCHOOL** an opportunity to address and correct such problems.
16. **SCHOOL** and **AGENCY** will mutually agree to appropriate attire, including identification badges for students and faculty, which will meet **AGENCY** standards.
17. This Agreement shall be effective **MARCH 9, 2026**, and shall continue until **MARCH 8, 2031**. It may be terminated by either Party upon ninety (90) days written notice thereof; provided, however, that students shall be allowed to complete their clinical experiences should termination occur during a semester. Either Party may terminate the Agreement immediately in the event of material breach of the Agreement.
18. The **AGENCY** has complete responsibility for the quality of nursing care rendered to patients.
19. This Agreement and/or rights, duties and obligations hereunder may not be assigned by either Party.
20. This Agreement and any disputes arising under it shall be governed by the laws of the State of Oklahoma, without regard to its choice of law provision. The validity, construction, and enforcement of this Agreement shall also be governed by the laws of the State of Oklahoma, without regard to its choice of law provisions. The Parties agree that any legal action relating to this Agreement shall be filed in a court of competent

jurisdiction in the State of Oklahoma, to which jurisdiction and venue the Parties expressly agree.

21. If a dispute arises out of or in connection with this Agreement, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation. All information exchanged during this meeting or any subsequent dispute resolution process shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.
22. **The Parties represent they are in compliance with all applicable federal (including federal Executive Orders Nos. 13279 and 11141) and state laws and regulations and that these terms must be incorporated into each Order and included in any subcontracts awarded involving any Order. More specifically, the Parties do not discriminate on the basis of race, color, national origin (including actual or perceived shared ancestry or ethnic characteristics), sex, sexual orientation, marital status, genetic information, gender identity/expression (consistent with applicable law), age (40 or older), religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes, but is not limited to, admissions, employment, housing, financial aid, and educational services. In addition, the Parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 4212. Supplier acknowledges and agrees that it will take no action, make no decision, and grant no preference or disadvantage, directly or indirectly, based on a person’s race, color, national origin, ethnicity, religion, sex, or marital status.**
23. In accordance with federal law, **AGENCY** acknowledges and agrees that **SCHOOL** may have legal obligations to investigate and remedy potential harassment or discriminatory actions taken against its students or employees while they are engaged in the clinical rotation at **AGENCY**. **AGENCY** agrees to cooperate with **SCHOOL** in any such investigation and agrees to take remedial actions to ensure such harassment or discrimination ceases. If **SCHOOL** determines that the remedial action taken or proposed by **AGENCY** is not acceptable, **SCHOOL** may terminate this Agreement immediately.
24. As applicable, should the **SCHOOL** or the **SCHOOL’S** students provide the **AGENCY** confidential information, as defined by applicable law, in paper or electronic form, including "personally identifiable information" from student education records as defined and protected by the Family Educational Rights and Privacy Act (FERPA), 34 CFR §99.3, **AGENCY** certifies that it shall maintain the confidential information, as required by applicable Oklahoma and Federal law and that it shall not re-disclose personally identifiable information except as permitted or required by the Agreement, or directed by FERPA or by other applicable laws. **AGENCY** shall develop, implement, maintain and use appropriate security measures to preserve the confidential information. **AGENCY**

shall extend these measures by contract to all subcontractors used by **AGENCY**. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with **AGENCY** for a period of at least five (5) years from the date of the violation. If **AGENCY** becomes aware of a security breach relating to this information, **AGENCY** shall immediately notify the **SCHOOL** and shall fully cooperate with the **SCHOOL**. **AGENCY** shall indemnify **SCHOOL** for any breach of confidentiality by it, its employees, agents and/or subcontractors, and the failure to uphold its responsibilities to protect confidential information.

25. The performance by either Party hereunder shall be excused to the extent of unforeseen circumstances beyond such Party's reasonable control, including, but not limited to: hurricanes, National Weather Service named weather events, tsunamis, floods, ice storms, lightning, landslide or similarly cataclysmic occurrence, or other acts of God; extended power outages; epidemics, pandemics, or related outbreaks if declared by the World Health Organization or federal government; county, state, or national declaration(s) of emergency as issued by an authorized government entity; war, acts of terrorism, or acts of public enemies; sabotage, riots or civil disturbances; or material destruction of facilities. In such event, the Parties agree to use their reasonable efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the Party's failure to perform, provided, however, if performance is not restored within thirty (30) days, either Party may terminate this Agreement.
26. To the extent allowed by law, neither Party hereto assumes any liability for the acts or omissions of the other Party's employees, Students or agents. Each Party agrees to accept and to be responsible for its own acts and/or omissions and those of its employees, Students and agents in the performance of the obligations hereunder. School is a constitutionally created entity of the state of Oklahoma and the Oklahoma Governmental Tort Claims Act, 51 Okla. St. 2001 §§ 151 et seq. shall govern the School's liability.
27. By executing this Agreement, the Parties, including permitted subAgreements, certify that the Parties are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any State or Federal department or agency. Should any of the Parties become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, the Party shall notify the other Party within ten (10) days.
28. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or forcibility of any other provision.
29. Any waiver by either Party of the other Party's failure to perform any provision of this Agreement is not a waiver of a right to subsequently insist on performance or pursue any remedy for that failure.
30. The relationship between the Parties is that of independent contractor not employer/employee, joint venture, agent or business partners and nothing in this

Agreement shall be construed to make either party the legal representative or agent of the other Party, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied in the name of or on behalf of the other Party.

31. This Agreement, including all attachments, constitutes the entire understanding and Agreement between the Parties and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. This Agreement is binding and inures to the benefit of the Parties, their respective heirs, executors, administrators, successors, and permitted assigns. This Agreement shall not be amended, restated, modified, or supplemented except by mutual agreement of the Parties in writing and signed by the both Parties. This contract is executed in duplicate, each of which is to be regarded as an original by both parties.
32. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page, with signature, electronic or otherwise, of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.

APPROVED-AUTHORIZED SIGNATURES

**Board of Regents of the University
of Oklahoma, Health Sciences Center**

Newcastle Public Schools

Valerie N. Williams, PhD, MPA Date
Vice Provost for Academic Affairs
and Faculty Development

Dr. Cathy Walker Date
Superintendent
101 North Main
Newcastle, OK 73065
405/387-2890

COLLEGE OF NURSING

OUTGOING TRAINEE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is effective this ____ day of _____, 20____, by and between the _____ ("Facility") and _____, ("Affiliate"), a _____ trainee _____ faculty member at the University of Oklahoma Health Sciences Center ("OUHSC").

Affiliate acknowledges that as a result of the clinical and related educational activities he or she will undertake at or through Facility, Affiliate may have access to confidential information, including patient identities and health information. Affiliate shall hold confidential all identifiable patient and Facility information obtained as a participant in these activities and will not disclose any personal, medical, financial, or related information to third parties, including family members, students, faculty members, or other health care providers without prior written approval of the supervisor or course coordinator. Affiliate is committed to protecting from any disclosure, whether written or oral, any and all confidential information that Affiliate may come into contact with. Affiliate may not view, copy, or remove from the premises patient schedules, procedure schedules, patient medical records, or similar documents, except as permitted under this Agreement and any related affiliation agreements. Affiliate may not use any confidential information in presentations, reports, social media, or publications of any kind without prior written approval of the supervisor or course coordinator.

Affiliate will not bring to Facility the confidential information of OUHSC or store such in or on Facility property without prior written approval of the supervisor or course coordinator.

Affiliate will not use or disclose patient information in a manner that would violate the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Affiliate acknowledges that any breach of confidentiality or misuse of confidential information may result in termination of Affiliate's participation hereunder and in other actions deemed necessary by Facility. Unauthorized disclosure may cause irreparable injury to the owner of the information.

I have read these terms and I understand and agree to abide by them. I also understand I may have additional obligations or limitations under the related Affiliation Agreement between OUHSC and Facility.

Affiliate Printed Name

Affiliate Signature

Date

MEMORANDUM OF INSURANCE				Date Issued October 2, 2025	
Producer AMBA P.O. Box 14554 Des Moines, IA 50306 www.proliability.com			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.		
Insured The Students of University of Oklahoma HSC College Of Nursing 1100 North Stonewall Avenue Oklahoma City, OK 73117			Company Affording Coverage Liberty Insurance Underwriters, Inc.		
This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability	AHV-101968015	10/01/2025	10/01/2026	Per Occurrence	\$1,000,000
				Aggregate	\$3,000,000
General Liability				Per Occurrence	
				Aggregate	
Evidence of Insurance Faculty is only covered while instructing the students. The school is named as an additional insured.					
Memorandum Holder: The Students of University of Oklahoma HSC College Of Nursing 1100 North Stonewall Avenue Oklahoma City, OK 73117			Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
			Authorized Representative 		



Oklahoma Teacher & Leader Effectiveness

Please Scan and Email a signed copy to info@OKTLE.com

or

Mail to: **OKTLE**
2801 N. Lincoln Blvd., Suite 226
Oklahoma City, OK 73105

or

Fax to: 405-495-2610

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”), dated as of _____, 2026, is made and entered into by and between **EMPLOYEE EVALUATION SYSTEMS, INC. (“EES”)**, whose notice address is 2801 N. Lincoln Blvd., suite 226, Oklahoma City, Oklahoma 73105, and **SCHOOL DISTRICT NO. _____ OF _____ COUNTY, OKLAHOMA, a/k/a _____ PUBLIC SCHOOLS (“District”)**.

RECITALS:

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

B. EES and the District desire to license the use of EES’s OKTLE, SEES, and/or McREL web-based Systems to the District for use in teacher, support employee and/or principal/leader evaluations for the 2026-2027 school year and thereafter.

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

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

2. **Term.** The term of this Agreement shall be for one year, beginning July 1, 2026 and ending June 30, 2027.

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

4. License Fee.

OKTLE – Teacher Evaluation

\$27.50 per teacher

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

For the 2026-2027 school year, the District will have

174 teachers
X 24.75 per teacher

OKTLE TOTAL

\$4,306.50

McRel – Leader Evaluation

~~\$200.00 per Leader/Principal~~

\$160.00 per Leader/Principal for OKTLE districts

For the 2026-2027 school year, the District will have

 Leaders/Principals,
X \$160.00 per Leader/Principal

McREL TOTAL

SEES - Support Employee Evaluation

~~\$20.00 per employee~~

\$16.00 per employee for OKTLE districts

For the 2026-2027 school year, the District will have

 support employees
X \$16.00 per employee

SEES TOTAL

TOTAL 2026-2027 SCHOOL YEAR COST

\$4,306.50

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

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

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

8. **Miscellaneous.**

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

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

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

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

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

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

IN WITNESS WHEREOF, EES and District have executed this Agreement as of the _____ day of _____, 2026.

EMPLOYEE EVALUATION SYSTEMS, INC.

By: 
President

“EES”

INDEPENDENT SCHOOL DISTRICT NO. ____
OF _____ COUNTY, OKLAHOMA,
a/k/a _____ PUBLIC SCHOOLS

By: _____
For the District

“DISTRICT”

CONTRACT FOR SCHOOL PSYCHOLOGICAL SERVICES

Danielle Torres
1391 Hickory Trl
Piedmont, OK 73078
405-517-9331

CONSENT COMPONENTS:

- ☐ Cognitive - \$400.00
- ☐ Achievement - \$250.00
- ☐ Adaptive Measure- \$150.00
- ☐ Psychological/Social Emotional – \$300.00
- ☐ Health/Medical Review – \$50.00
- ☐ Perceptual Processing – \$150.00
- ☐ Developmental Evaluation – \$350.00

*All assessments will include MEEGS paperwork and report as needed

- ☐ ANY MEETINGS: \$75.00 (flat rate)
- ☐ HOURLY FOR PAPERWORK/FILE REVIEW: \$75.00

*Services are provided on an “as needed” basis. Signing of this contract does not obligate either party to an exclusionary use or provision of services. An itemized invoice is provided to the school after completion of services. Payments/checks are to be made to Danielle Torres after invoice is received by the school district.

The parties agree that Danielle Torres is working under this contract as a private entity and is not an employee of Newcastle Public Schools; and therefore, not entitled to any employee benefits such as annual or sick leave, medical or life insurance, etc.

Danielle Torres has Workers’ Compensation Insurance and Liability Insurance.

Danielle Torres agrees to comply with all State and Federal law and regulations that are applicable to this agreement.

TERMS OF CONTRACT AND RENEWAL

The term of this agreement shall be for the 2026-2027 school year.

It is agreed that Newcastle Public Schools may terminate this Agreement at any time before the end of the fiscal year for any reason after giving Danielle Torres a 30-day written notice of termination. It is further agreed that Newcastle Public Schools may terminate this Agreement immediately if Danielle Torres fails to provide services in accordance with the Agreement or in any way breaches any of the provisions of this Agreement

Administrative Signature of Newcastle Public Schools	Date
	06/02/2026
Danielle Torres, M.Ed., Certified School Psychologist	Date

Encumbrance Register

Options: Year: 2025-2026, Date Range: 6/8/2026 - 6/17/2026, PO Range: 677 - 9999, Fund(s): General Fund

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	677	06/08/2026	51821	Arvest Bank Operations Inc	Center Wheel Cap for School Truck	150.00
				1 Center Wheel Cap for School Truck	11-412-1000-439-311-8000-000-705	06/08/2026 150.00
11	678	06/08/2026	47944	Amazon	Tennis Ball Chair Floor Protector	3,200.00
				Tennis Ball Chair Floor Protector	11-000-2620-619-000-0000-000-705	06/08/2026 3,200.00
11	679	06/08/2026	5686	Dean Codner	Paint Goal Post at FB stadium	2,382.00
				Paint Goal Post at FB stadium	11-000-2620-456-000-0000-000-705	06/08/2026 2,382.00
11	680	06/10/2026	713	VIRCO MFG. CORP.	Furniture for MS Library	11,504.29
				Furniture for MS Library	11-000-2620-651-000-0000-000-505	06/10/2026 11,504.29
11	681	06/10/2026	142	Pioneer Telephone Co.	(ERATE) UPS Batteries for Network Infrastructure	11,822.82
				(ERATE) UPS Batteries for network infrastructure;District responsibility is 30% of total cost;SPI Method;Form 471# 261015914;FRN# 2699019725;Net 30-day term	11-013-2230-653-000-0000-000-050	06/10/2026 11,822.82
11	682	06/11/2026	5686	Dean Codner	Paint ES Gym Wall	16,890.63
				Paint ES Gym Wall	11-011-2620-456-000-0000-000-105	06/11/2026 16,890.63
11	683	06/11/2026	51821	Arvest Bank Operations Inc	Shipping for Audio Equipment	38.13
				Shipping for audio/technology equipment	11-013-2340-530-000-0000-000-050	06/11/2026 38.13
11	684	06/15/2026	5686	Dean Codner	Paint at Wellness Center	1,575.00
				Paint at Wellness Center	11-011-2620-456-000-0000-000-705	06/15/2026 1,575.00
11	685	06/15/2026	52179	LKHG Painting LLC	Paint door frames at lower elementary	10,000.00
				Paint 50 door frames	11-011-2620-456-000-0000-000-105	06/15/2026 10,000.00
11	686	06/16/2026	47944	Amazon	Office Supplies	75.14
				Office supplies	11-011-2640-619-000-0000-000-050	06/16/2026 75.14
11	687	06/16/2026	47944	Amazon	Oklahoma Flags	299.90
				Oklahoma Flags	11-000-2630-610-000-0000-000-050	06/16/2026 299.90
11	688	06/16/2026	52127	Ethan Conner	Reimbursement	135.11
				Fuel Loves \$70.17Used Tire replacement \$64.94	11-009-2740-930-000-0000-000-050	06/16/2026 135.11
11	689	06/17/2026	4577	APPLE, INC.	(561) Technology for Native program	1,645.00
				(561) Technology for Native program	11-561-1000-653-100-0000-000-110	06/17/2026 1,645.00
11	690	06/17/2026	2766	CDW LLC	(561) Technology for Native Program	8,862.11
				(561) Technology for Native Program	11-561-1000-653-100-0000-000-105	06/17/2026 685.63
					11-561-1000-653-100-0000-000-110	06/17/2026 4,025.92
					11-561-1000-653-100-0000-000-505	06/17/2026 4,150.56

Non-Payroll Total: \$68,580.13

Payroll Total: \$0.00

Balance Forward: \$0.00

Report Total: \$68,580.13

Change Order Listing

Options: Fund(s): General Fund, Year: 2025-2026, ReferenceDate: PO Date, Date Range: 6/8/2026 - 6/17/2026, PO Range: 1 - 676, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
10	07/01/2025	8367	EDGENUITY, INC.	Edgenuity Site License (HS)	-14,950.00
	Edgenuity Site License (HS)	11-146-1000-653-100-2725-000-705		07/01/2025 06/16/2026	-14,950.00
11	07/01/2025	5004	Edmentum, Inc.	Study Island (Bison Creek)	-350.00
	Study Island (Bison Creek)	11-518-1000-653-441-2725-000-705		02/20/2026 06/16/2026	-350.00
13	07/01/2025	4781	FIRST NATIONAL BANK & TRUST	Sweep Fees to Federated	-5,000.00
	Sweep Fees to Federated	11-000-2511-810-000-0000-000-050		07/01/2025 06/11/2026	-5,000.00
94	07/15/2025	51995	Motor Mouth Therapy LLC	MS & HS SLP Services SY 25/26	-19,818.75
	Motor Mouth TherapySpeech	11-621-2152-336-239-0000-000-505		07/15/2025 06/17/2026	-9,909.38
	Pathologist ContractMiddle & High School	11-621-2152-336-239-0000-000-705		07/15/2025 06/17/2026	-9,909.37
95	07/15/2025	80764	KRISTI STANDIFER	ES SLP Services SY 25/26	-3,245.00
	Kristi StandiferSpeech Pathologist ContractElementary School	11-000-2152-336-239-0000-000-105		07/15/2025 06/10/2026	-3,245.00
96	07/15/2025	1282	Carla D. Garling	PT Services SY 25/26	-15,050.00
	Carla GarlingPhysical Therapy ContractDistrict Wide	11-621-2170-336-239-0000-000-505		07/15/2025 06/10/2026	-1,786.86
		11-621-2170-336-239-0000-000-705		07/15/2025 06/10/2026	-1,786.86
	Increase PO 11-96	11-621-2170-336-239-0000-000-105		01/14/2026 06/10/2026	-11,476.28
97	07/15/2025	8368	Tyler Garling	OT Services SY 25/26	-16,627.50
	Tyler GarlingOccupational Therapist- ContractDistrict wide	11-621-2135-336-239-0000-000-505		07/15/2025 06/10/2026	-780.62
		11-621-2135-336-239-0000-000-705		07/15/2025 06/10/2026	-780.63
	Increase PO 11-97	11-621-2135-336-239-0000-000-105		01/14/2026 06/10/2026	-15,066.25
130	07/29/2025	5124	April Nikki Keck	Vision Therapist Services	-1,025.00
	Vision Therapy ServicesDistrict wide	11-000-2180-336-239-0000-000-105		05/13/2026 06/10/2026	-1,025.00
131	07/29/2025	52033	Melissa Sneed	SLP Contract ECC	-7,368.75
	Speech Language PathologistECC	11-000-2152-336-239-0000-000-110		07/29/2025 06/12/2026	-7,368.75
175	08/13/2025	82219	TONYA WALKER	Per Diem- Take Flight Training T. Walker	-273.45
	Per Diem - Tonya WalkerTake Flight TrainingAugust 23September 20November 8January 24February 21March 7 (make-up snow day if needed)May 1	11-082-2213-580-000-0000-000-105		08/13/2025 06/11/2026	-273.45
241	09/18/2025	5204	WPS PUBLISH	Evaluation Protocols - SPED	-1,500.00
	Evaluation Protocols- District Wide	11-621-1000-614-239-0000-000-105		09/18/2025 06/11/2026	-1,500.00
278	10/06/2025	50870	Whitney Hollingsworth	Transportation reimbursement for displaced youth	-2,998.80
	Transportation 1/2 for displaced youth from Mid-Del PS	11-511-2199-513-429-0000-000-705		02/20/2026 06/10/2026	-2,998.80
302	10/28/2025	187	TEACHERS RETIREMENT OF OKLAHOMA	Federal Match	-2,536.96
	Federal Match ***VOID SHOULD HAVE BEEN A PAYROLL PO	11-511-1000-252-429-1050-210-105		10/28/2025 06/11/2026	-710.42
		11-511-1000-252-429-1050-210-110		10/28/2025 06/11/2026	-811.14
		11-621-1000-252-239-4400-210-705		10/28/2025 06/11/2026	-175.78
		11-621-2152-252-239-0000-353-110		10/28/2025 06/11/2026	-839.62
325	11/11/2025	52074	Danielle Kay Torres	School Pysch	-1,475.00
	Increase PO 11-325	11-000-2140-336-239-0000-000-105		05/26/2026 06/10/2026	-1,475.00
441	02/12/2026	51771	Titan Audio Visual LLC	Graduation AV	-689.76
	Graduation AV	11-033-2199-441-000-0000-000-705		02/12/2026 06/10/2026	-689.76
601	04/30/2026	51821	Arvest Bank Operations Inc	(561) Books for students	-252.20
	Ordering more books increse PO 11-601	11-561-2199-641-000-0000-000-105		05/05/2026 06/15/2026	-126.10
		11-561-2199-641-000-0000-000-110		05/05/2026 06/15/2026	-126.10
657	05/21/2026	51713	Express Employment Professionals	Additonal Staffing for Graduation	-525.62

Options: Fund(s): General Fund, Year: 2025-2026, ReferenceDate: PO Date, Date Range: 6/8/2026 - 6/17/2026, PO Range: 1 - 676, Include Negative Changes: True

Non-Payroll Total:	(\$93,686.79)
Payroll Total:	\$0.00
Report Total:	(\$93,686.79)

000	NON-CATEGORICAL	-18,113.75
033	HS GRADUATION	-1,215.38
082	Staff Training and Travel	-273.45
146	CREDIT RECOVERY	-14,950.00
511	TITLE 1 PART A BASIC	-4,520.36
518	TITLE 1 NEGLECTED	-350.00
561	Indian Ed Part A	-252.20
621	FLOW THRU CURRENT YR	-54,011.65

050	DISTRICTWIDE	-5,000.00
105	ELEMENTARY SCHOOL	-34,897.50
110	EARLY CHILDHOOD	-9,145.61
505	MIDDLE SCHOOL	-12,476.86
705	HIGH SCHOOL	-32,166.82

Change Order Listing

Options: Fund(s): Building Fund, Year: 2025-2026, ReferenceDate: PO Date, Date Range: 6/8/2026 - 6/17/2026, PO Range: 1 - 177, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
10	07/01/2025	2563	WINSUPPLY OF OKLAHOMA CITY CO	Plumbing supplies	500.00
	Increase PO 21-10	21-011-2620-618-000-0000-000-050		06/11/2026	500.00
20	07/01/2025	5762	A & C Fire Extinguisher Inc.	Fire suppression	600.00
	Increase PO 21-20 for additional inspections	21-012-2670-438-000-0000-000-050		06/16/2026	600.00

Non-Payroll Total:	\$1,100.00
Payroll Total:	\$0.00
Report Total:	\$1,100.00

Project Totals

011	Maintenance - General	500.00
012	Fire/ Safety/ Security - Joe	600.00

Unit Totals

050	DISTRICTWIDE	1,100.00
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Newcastle Public Schools
Encumbrance Register

Options: Year: 2025-2026, Date Range: 6/8/2026 - 6/17/2026, PO Range: 32 - 9999, Fund(s): 2022 DISTRICT BOND FUND
32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	32	06/10/2026	51546	Palen Music Center Inc	New band instruments	12,160.00
				Yamaha Mellophones	32-000-1000-735-100-1195-000-705 06/10/2026	4,000.00
				Yamaha Baritones	32-000-1000-735-100-1195-000-705 06/10/2026	5,460.00
				Jarvis Flag Cart	32-000-1000-735-100-1195-000-705 06/10/2026	1,150.00
				Yamaha TF3 Digital Mixer	32-000-1000-735-100-1195-000-705 06/10/2026	1,550.00
32	33	06/10/2026	52181	The University of OK Foundation Inc	Sousaphones from the Pride of Oklahoma	5,500.00
				Used sousaphones from the University of Oklahoma	32-000-1000-655-100-1195-000-705 06/10/2026	5,500.00
Non-Payroll Total:						\$17,660.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$17,660.00

Change Order Listing

Options: Fund(s): 2022 DISTRICT BOND FUND 32, Year: 2025-2026, ReferenceDate: PO Date, Date Range: 6/8/2026 - 6/17/2026, PO Range: 1 - 31, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
28	03/06/2026	51546	Palen Music Center Inc	New Band Instruments	-4.86
	Bass Guitar Amp	32-000-1000-735-100-1195-000-705		03/06/202606/10/2026	-4.86
Non-Payroll Total:					(\$4.86)
Payroll Total:					\$0.00
Report Total:					(\$4.86)

Project Totals

000	NON-CATEGORICAL	-4.86
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Unit Totals

705	HIGH SCHOOL	-4.86
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Encumbrance Register

Options: Year: 2026-2027, Date Range: 7/1/2026 - 7/1/2026, Fund(s): General Fund

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1	07/01/2026	47944	Amazon	Admin General Supplies	3,500.00
				General Supplies for Admin.	11-000-2511-619-000-0000-000-705	07/01/2026 3,500.00
11	2	07/01/2026	978	Office Depot	Admin General Supplies	200.00
				Admin General Supplies	11-000-2511-619-000-0000-000-705	07/01/2026 200.00
11	3	07/01/2026	51821	Arvest Bank Operations Inc	Admin General Supplies	200.00
				Admin General Supplies	11-000-2511-619-000-0000-000-705	07/01/2026 200.00
11	4	07/01/2026	1413	Angel, Johnston & Blasingame P.C.	Accounting Services	2,500.00
				Accounting Services	11-000-2318-331-000-0000-000-050	07/01/2026 2,500.00
11	5	07/01/2026	52006	Bledsoe, Hewett & Gullekson	Accounting Services	17,900.00
				Accounting Services	11-000-2318-331-000-0000-000-050	07/01/2026 17,900.00
11	6	07/01/2026	3001	BancFirst Insurance Services, Inc.	Surety Bonds	2,500.00
				Surety Bonds	11-000-2312-525-000-0000-000-050	07/01/2026 150.00
					11-000-2313-525-000-0000-000-050	07/01/2026 1,325.00
					11-000-2321-525-000-0000-000-050	07/01/2026 875.00
					11-000-2511-525-000-0000-000-050	07/01/2026 150.00
11	7	07/01/2026	344	CCOSA	District Level Service Agreement	2,000.00
				District Level Service Agreement	11-000-2330-310-000-0000-000-050	07/01/2026 2,000.00
11	8	07/01/2026	9234	City of Newcastle	School Resource Officers	128,000.00
				School Resource Officers	11-000-2660-344-000-0000-000-050	07/01/2026 128,000.00
11	9	07/01/2026	8346	Coast to Coast Computer Prod, Inc.	Printer Toner	2,500.00
				Printer Toner	11-000-2511-611-000-0000-000-705	07/01/2026 2,500.00
11	10	07/01/2026	5187	EMPLOYEE EVALUATION SYSTEMS, INC.	Teacher Evaluation website	6,375.00
				Teacher Evaluation website	11-000-2544-320-000-0000-000-105	07/01/2026 1,593.75
					11-000-2544-320-000-0000-000-110	07/01/2026 1,593.75
					11-000-2544-320-000-0000-000-505	07/01/2026 1,593.75
					11-000-2544-320-000-0000-000-705	07/01/2026 1,593.75
11	11	07/01/2026	4781	FIRST NATIONAL BANK & TRUST	Sweep Fees to Federated	5,000.00
				Sweep Fees to Federated	11-000-2511-810-000-0000-000-050	07/01/2026 5,000.00
11	12	07/01/2026	280	GRADY COUNTY TREASURER	Ad Valorem Assessment Fee	10,000.00
				Ad Valorem Assessment Fee	11-000-2518-870-000-0000-000-050	07/01/2026 10,000.00
11	13	07/01/2026	51821	Arvest Bank Operations Inc	Identago for OSDE Background Checks	7,500.00
				Identago for OSDE Background Checks	11-000-2670-337-000-0000-000-050	07/01/2026 7,500.00
11	14	07/01/2026	51302	Language Line Solutions	Intepretation Fees for EL Students	250.00
				Intepretation Fees for EL Students	11-027-2199-337-000-0000-000-050	07/01/2026 250.00
11	15	07/01/2026	313	McClain County Election Board	Election Expenses - Board Members	12,500.00
				Election Expenses - Board Members	11-000-2314-310-000-0000-000-050	07/01/2026 12,500.00
11	16	07/01/2026	313	McClain County Election Board	Election Expenses - Bond	14,000.00
				Election Expenses - Bond	11-000-2314-310-000-0000-000-050	07/01/2026 14,000.00
11	17	07/01/2026	281	MCCLAIN COUNTY TREASURER	Ad Valorem Assessment Fee	100,000.00
				Ad Valorem Assessment Fee	11-000-2518-870-000-0000-000-050	07/01/2026 100,000.00
11	18	07/01/2026	51811	SylogistEd Inc	Printing Expenses	2,500.00
				Printing Expenses	11-000-2511-550-000-0000-000-705	07/01/2026 2,500.00

Encumbrance Register

Options: Year: 2026-2027, Date Range: 7/1/2026 - 7/1/2026, Fund(s): General Fund

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	19	07/01/2026	223	Tri-City Publishing, Inc.	Budgets/EON/Election Notices	750.00
				Budgets/EON/Election Notices	11-000-2314-540-000-0000-000-050	750.00
11	20	07/01/2026	223	Tri-City Publishing, Inc.	Recuritment/Advertising	500.00
				Recruitment/Advertising	11-000-2571-540-000-0000-000-050	500.00
11	21	07/01/2026	99999	NEWCASTLE PUBLIC SCHOOLS	(412) Career Tech Expenses	40,000.00
				(412) Career Tech Expenses	11-412-1000-653-300-0000-000-705	40,000.00
11	22	07/01/2026	47882	OK Assoc School Business Officials	Annual Membership	825.00
				Annual Membership	11-000-2511-811-000-0000-000-050	825.00
11	23	07/01/2026	33892	Oklahoma Schools Insurance Group	Property, Auto, Liability Insurance	817,895.00
				Property, Auto, Liability Insurance	11-000-2620-523-000-0000-000-050	817,895.00
11	24	07/01/2026	191	Okla State School Boards Assoc Inc	Membership Dues	4,092.00
				Membership Dues	11-000-2319-811-000-0000-000-050	4,092.00
11	25	07/01/2026	191	Okla State School Boards Assoc Inc	Assemble	3,000.00
				Assemble	11-000-2319-811-000-0000-000-050	3,000.00
11	26	07/01/2026	191	Okla State School Boards Assoc Inc	Policy Service	1,500.00
				Policy Service	11-000-2319-311-000-0000-000-050	1,500.00
11	27	07/01/2026	191	Okla State School Boards Assoc Inc	Supt. Evaluation	250.00
				Supt. Evaluation	11-000-2319-811-000-0000-000-050	250.00
11	28	07/01/2026	8959	Okla State School Boards Assoc Inc	Unemployment Services	2,730.00
				Unemployment Services	11-000-2620-281-000-0000-707-050	2,730.00
11	29	07/01/2026	5735	PeopleFacts LLC	Non-Certified Background Checks	1,500.00
				Non-Certified Background Checks	11-000-2571-337-000-0000-000-050	1,500.00
11	30	07/01/2026	1384	Pitney Bowes Global Financial Svc	Equipment Lease and Meter Ink	1,200.00
				Equipment Lease	11-000-2511-440-000-0000-000-050	1,000.00
				Meter Ink	11-000-2511-619-000-0000-000-050	200.00
11	31	07/01/2026	8328	Pitney Bowes Reserve Account	Postage	5,000.00
				Postage	11-000-2511-530-000-0000-000-050	5,000.00
11	32	07/01/2026	1067	Rosenstein, Fist & Ringold	Legal Services	20,000.00
				Legal Services	11-000-2317-354-000-0000-000-050	20,000.00
11	33	07/01/2026	1883	SANDALL FIVE INC.	(412) Cylinder Leases - Ag Department	1,000.00
				(412) Cylinder Leases - Ag Department	11-412-1000-621-311-8000-000-705	1,000.00
11	34	07/01/2026	1883	SANDALL FIVE INC.	Cylinder Leases - Maintenance	150.00
				Cylinder Leases - Maintenance	11-011-2620-621-000-0000-000-705	150.00
11	35	07/01/2026	51277	Midcon Data Services	Office Shredding Service	3,200.00
				Office Shredding Service	11-000-2511-423-000-0000-000-050	3,200.00
11	36	07/01/2026	5013	Standard Insurance Co	Employee Life Insurance	12,500.00
				Employee Life Insurance	11-000-2574-529-000-0000-000-050	12,500.00
11	37	07/01/2026	187	TEACHERS RETIREMENT OF OKLAHOMA	TRS Payroll Adjustments	1,500.00
				TRS Payroll Adjustments	11-000-2511-262-000-0000-301-050	1,500.00
11	38	07/01/2026	2941	UNITED SUBURBAN SCHOOLS ASSC.	Annual Membership	1,100.00
				Annual Membership	11-000-2319-810-000-0000-000-050	1,100.00

Encumbrance Register

Options: Year: 2026-2027, Date Range: 7/1/2026 - 7/1/2026, Fund(s): General Fund

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	39	07/01/2026	51716	Luba Indemnity Workers Comp	Workers' Comp Insurance	70,536.00
				Workers' Comp Insurance	11-000-5300-290-000-0000-000-050	70,536.00
11	40	07/01/2026	8394	US Foods	Food Purchases - Child Nutrition	400,000.00
				Prime Vendor Food Purchases for CN Dept.	11-000-3150-630-700-0000-000-050	400,000.00
11	41	07/01/2026	1191	Hiland Dairy Foods Company LLC	Milk Purchases - Child Nutrition	86,000.00
				Milk Purchases for Child Nutrition Dept.	11-000-3150-630-700-0000-000-050	86,000.00
11	42	07/01/2026	1696	Coca-Cola Southwest Beverages LLC	Food Alacarte Purchases	25,000.00
				Food purchases -Alacarte sales	11-018-3110-630-700-0000-000-050	25,000.00
11	43	07/01/2026	99999	NEWCASTLE PUBLIC SCHOOLS	Child Nutrition Cash Fund	1,000.00
				Start up Fund for Cashiers POS	11-018-5200-950-700-0000-000-105	250.00
					11-018-5200-950-700-0000-000-110	250.00
					11-018-5200-950-700-0000-000-505	250.00
					11-018-5200-950-700-0000-000-705	250.00
11	44	07/01/2026	47984	OKDHS	CNP Cafeteria Health Dept. Food Licenses	500.00
				CNP Cafeteria Health Dept. Food Licenses	11-018-3140-810-700-0000-000-105	125.00
					11-018-3140-810-700-0000-000-110	125.00
					11-018-3140-810-700-0000-000-505	125.00
					11-018-3140-810-700-0000-000-705	125.00
11	45	07/01/2026	52102	Merit Software Holdings LLC	Menu planning software	2,790.00
				Menu Planning software for Child Nutrition	11-018-3190-530-700-0000-000-050	2,790.00
11	46	07/01/2026	52053	Brady Industries of Kansas, LLC	Child Nutrition Chemicals for dishmachines	5,000.00
				Chemical supplies for dishmachines.	11-018-3140-617-700-0000-000-050	5,000.00
11	47	07/01/2026	51562	Midwest Bus Sales Inc	Transportation Supplies	10,000.00
				Transportation Supplies	11-009-2740-612-000-0000-000-050	10,000.00
11	48	07/01/2026	51821	Arvest Bank Operations Inc	Transportation Supplies - Walmart	500.00
				Transportation Supplies	11-009-2740-612-000-0000-000-050	500.00
11	49	07/01/2026	47944	Amazon	Transportation Supplies	4,000.00
				Transportation Supplies	11-009-2740-612-000-0000-000-050	4,000.00
11	50	07/01/2026	603	Treat's Janitorial Supply	Sanitization supplies	15,000.00
				Janitorial supplies for Child Nutrition	11-018-3190-617-700-0000-000-050	15,000.00
11	51	07/01/2026	48109	Ace of Newcastle LLC	Transportation Supplies	1,000.00
				Transportation Supplies	11-009-2740-612-000-0000-000-050	1,000.00
11	52	07/01/2026	51571	Marshall Auto Supply LLC	Bus Parts and Supplies	10,000.00
				Bus Parts and Supplies	11-009-2740-612-000-0000-000-050	10,000.00
11	53	07/01/2026	33315	J & W Tire	Tires	5,000.00
				Tires	11-009-2740-612-000-0000-000-050	5,000.00
11	54	07/01/2026	51262	Wex Bank	Transportation Fuel	125,000.00
				Transportation Fuel	11-009-2740-623-000-0000-000-050	125,000.00
11	55	07/01/2026	4721	OTA Pikepass	Tolls	2,000.00
				Tolls	11-009-2740-810-000-0000-000-050	2,000.00
11	56	07/01/2026	1084	Thomas Branton Maloy	Vinyl Seat Repair	2,000.00
				Vinyl Seat Repairs	11-009-2740-439-000-0000-000-050	2,000.00

Encumbrance Register

Options: Year: 2026-2027, Date Range: 7/1/2026 - 7/1/2026, Fund(s): General Fund

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	57	07/01/2026	51555	Quality Choice Testing LLC	DOT Drug Testing	2,500.00
					DOT Drug Testing	
			11-009-2571-336-000-0000-000-050		07/01/2026	2,500.00
11	58	07/01/2026	296	Ross Transportation, Inc.	Transportation Services	5,000.00
					Transportation Services	
			11-009-2740-439-000-0000-000-050		07/01/2026	5,000.00
11	59	07/01/2026	296	Ross Transportation, Inc.	Transportation Parts	5,000.00
					Transportation Parts	
			11-009-2740-612-000-0000-000-050		07/01/2026	5,000.00
11	60	07/01/2026	2969	O'Reilly's Automotive Stores, Inc.	Transportation Supplies	3,000.00
					Transportation Supplies	
			11-009-2740-612-000-0000-000-050		07/01/2026	3,000.00
11	61	07/01/2026	8773	AEG PETROLEUM LLC	Transportation Supplies	5,000.00
					Transportation Supplies	
			11-009-2740-612-000-0000-000-050		07/01/2026	5,000.00
11	62	07/01/2026	52003	LFH Holdco, LLC	Transportation Fuel	5,000.00
					Transportation Fuel	
			11-009-2740-623-000-0000-000-050		07/01/2026	5,000.00
11	63	07/01/2026	51259	Rush Truck Centers of OK	Transportation Services	20,000.00
					Transportation Services	
			11-009-2740-439-000-0000-000-050		07/01/2026	20,000.00
11	64	07/01/2026	52048	CH&W LLC	Transportation Tire Supplies and Roadside Service	5,000.00
					Transportation Tire SuppliesRoadside Service	
			11-009-2740-439-000-0000-000-050		07/01/2026	5,000.00
11	65	07/01/2026	51562	Midwest Bus Sales Inc	Transportation Services	5,000.00
					Transportation Services	
			11-009-2740-439-000-0000-000-050		07/01/2026	5,000.00
11	66	07/01/2026	47944	Amazon	Technology Consumable Supplies	1,000.00
					Technology consumable supplies	
			11-013-2580-619-000-0000-000-050		07/01/2026	1,000.00
11	67	07/01/2026	142	Pioneer Telephone Co.	Pioneer Internet/VOIP	63,000.00
					Pioneer internet/VOIP	
			11-000-2620-530-000-0000-000-050		07/01/2026	63,000.00
11	68	07/01/2026	142	Pioneer Telephone Co.	FUSC charge for Internet	5,000.00
					FUSC charge for internet	
			11-013-2580-530-000-0000-000-050		07/01/2026	5,000.00
11	69	07/01/2026	51300	T-Mobile USA	Wireless Hotspots	2,000.00
					Wireless hotspots	
			11-013-2230-653-000-0000-000-050		07/01/2026	2,000.00
11	70	07/01/2026	717	ImageNet Consulting LLC	Copier Service Agreement	50,000.00
					Copier service agreement	
			11-013-2230-611-000-0000-000-050		07/01/2026	50,000.00
11	71	07/01/2026	51547	Imagine Learning LLC	THRIVE Secondary Curriculum - Edgenuity	44,775.00
					Imagine Learning - EdgenuitySecondary Curriculum Renewal	
			11-035-1000-653-100-0000-000-705		07/01/2026	44,775.00
11	72	07/01/2026	52072	ParentSquare, Inc	Parent Square Annual License	15,750.00
					2026-2027 purchase of ParentSquare for messaging for 6-12 athletics, as well as PK-5 parent/teacher communication.	
			11-000-2199-653-000-0000-000-050		07/01/2026	15,750.00

Non-Payroll Total:	\$2,238,468.00
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$2,238,468.00

Encumbrance Register

Options: Year: 2026-2027, Date Range: 7/1/2026 - 7/1/2026, Fund(s): Building Fund

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	1	07/01/2026	8987	BancFirst	Additional Rent on LR Debt Service	5,000.00
				Additional Rent on LR Debt Service	21-000-4620-834-000-0000-000-050	07/01/2026 5,000.00
21	2	07/01/2026	1683	UMB Bank, N.A.	Bond Fees	1,500.00
				Bond Fees	21-000-4620-430-000-0000-000-050	07/01/2026 1,500.00
21	3	07/01/2026	47944	Amazon	Supplies for Admin	200.00
				Supplies for Admin	21-000-2620-619-000-0000-000-050	07/01/2026 200.00
21	4	07/01/2026	2105	Lowe's Business Account	Supplies for Admin	200.00
				Supplies for Admin	21-000-2620-619-000-0000-000-050	07/01/2026 200.00
21	5	07/01/2026	51783	Central Tax Exempt Investments, LLC	Turf Lease	58,074.48
				Turf Lease	21-000-2630-490-000-0000-000-050	07/01/2026 58,074.48
21	6	07/01/2026	48109	Ace of Newcastle LLC	Technology Supplies	1,500.00
				Technology Supplies	21-013-2620-653-000-0000-000-050	07/01/2026 1,500.00
21	7	07/01/2026	47944	Amazon	Supplies	1,000.00
				Supplies	21-011-2620-618-000-0000-000-050	07/01/2026 1,000.00
21	8	07/01/2026	8309	Sherwin Williams	Paint/Supplies	2,500.00
				Paint/Supplies	21-011-2620-618-000-0000-000-050	07/01/2026 2,500.00
21	9	07/01/2026	33318	Mr. Rooter	Plumbing Services	4,500.00
				Plumbing Services	21-011-2620-437-000-0000-000-050	07/01/2026 4,500.00
21	10	07/01/2026	1128	Country Equipment & Used Trucks LLP	Parts/Repairs	2,000.00
				Parts/Repairs	21-011-2640-612-000-0000-000-050	07/01/2026 2,000.00
21	11	07/01/2026	1010	Hagar Restaurant Service, Inc.	Cafeteria Equipment Repair	1,000.00
				Cafeteria Equipment Repair	21-018-2640-439-000-0000-000-050	07/01/2026 1,000.00
21	12	07/01/2026	4809	Locke Supply	Plumbing/Electrical Supplies	2,500.00
				Plumbing/Electrical Supplies	21-011-2620-618-000-0000-000-050	07/01/2026 2,500.00
21	13	07/01/2026	48109	Ace of Newcastle LLC	Supplies	8,500.00
				Supplies	21-011-2620-618-000-0000-000-050	07/01/2026 8,500.00
21	14	07/01/2026	5762	A & C Fire Extinguisher Inc.	Fire Suppression	3,500.00
				Fire Suppression	21-012-2670-438-000-0000-000-050	07/01/2026 3,500.00
21	15	07/01/2026	586	KONE Inc	Elevator Inspections	7,000.00
				Elevator Inspections	21-012-2670-438-000-0000-000-050	07/01/2026 7,000.00
21	16	07/01/2026	5032	Oklahoma Dept of Labor	Boiler Inspection	3,000.00
				Boiler Inspection	21-012-2620-438-000-0000-000-050	07/01/2026 3,000.00
21	17	07/01/2026	1262	P & L FIRE PROTECTION, INC.	Fire Riser Inspection	2,000.00
				Fire Riser Inspection	21-012-2670-438-000-0000-000-050	07/01/2026 2,000.00
21	18	07/01/2026	9305	Clayton J. White	Fire Alarm Inspection	4,000.00
				Fire Alarm Inspection	21-012-2670-438-000-0000-000-050	07/01/2026 4,000.00
21	19	07/01/2026	9305	Clayton J. White	Fire Alarm Repairs	4,000.00
				Fire Alarm repairs	21-012-2670-438-000-0000-000-050	07/01/2026 4,000.00
21	20	07/01/2026	52024	Premier Waste LLC	District Trash	40,000.00
				District Trash	21-011-2620-420-000-0000-000-050	07/01/2026 40,000.00
21	21	07/01/2026	219	John Klopp	General Supplies	1,000.00
				General Supplies	21-011-2620-618-000-0000-000-050	07/01/2026 1,000.00
21	22	07/01/2026	606	Central Oklahoma Winnelson Co.	Plumbing Parts/Tools	1,500.00
				Plumbing Parts/Tools	21-011-2620-618-000-0000-000-050	07/01/2026 1,500.00

Encumbrance Register

Options: Year: 2026-2027, Date Range: 7/1/2026 - 7/1/2026, Fund(s): Building Fund

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	23	07/01/2026	9234	City of Newcastle	District Water	82,000.00
	District Water		21-011-2620-411-000-0000-000-050		07/01/2026	82,000.00
21	24	07/01/2026	141	One Gas, Inc	District Natural Gas Utilities	65,000.00
	District Natural Gas Utilities		21-011-2620-410-000-0000-000-050		07/01/2026	65,000.00
21	25	07/01/2026	4607	Clearwater Enterprises LLC	District Natural Gas Utilities	25,000.00
	District Natural Gas Utilities		21-011-2620-410-000-0000-000-050		07/01/2026	25,000.00
21	26	07/01/2026	140	Oklahoma Electric Cooperative	District Electric Utilities	140,000.00
	District Electric Utilities		21-011-2620-410-000-0000-000-050		07/01/2026	140,000.00
21	27	07/01/2026	5803	Tactical Home Solutions LLC	Pest Control	15,000.00
	Pest Control		21-011-2620-438-000-0000-000-050		07/01/2026	15,000.00
21	28	07/01/2026	51750	City Electric Supply Company	electrical supplies	5,000.00
	Electrical Supplies		21-011-2620-618-000-0000-000-050		07/01/2026	5,000.00
21	29	07/01/2026	2563	WINSUPPLY OF OKLAHOMA CITY CO	Plumbing supplies	2,500.00
	Plumbing supplies		21-011-2620-618-000-0000-000-050		07/01/2026	2,500.00
21	30	07/01/2026	51279	IDN-Global, Inc.	Security Hardware	1,000.00
	Security Hardware		21-011-2620-618-000-0000-000-050		07/01/2026	1,000.00
21	31	07/01/2026	154	Donnie R Wynne	Chemicals/Supplies	1,500.00
	Chemicals/Supplies		21-011-2630-618-000-0000-000-050		07/01/2026	1,500.00
21	32	07/01/2026	2969	O'Reilly's Automotive Stores, Inc.	Maintenance Parts	1,000.00
	Maintenance Parts		21-011-2620-618-000-0000-000-050		07/01/2026	1,000.00
21	33	07/01/2026	33315	J & W Tire	Tires/Repair	1,000.00
	Tires/Repair		21-011-2650-439-000-0000-000-050		07/01/2026	1,000.00
21	34	07/01/2026	51805	Lippe Federal LLC	Plumbing Supplies/Tools	1,500.00
	Plumbing Supplies/Tools		21-011-2620-618-000-0000-000-050		07/01/2026	1,500.00
21	35	07/01/2026	8937	L & W SUPPLY CORPORATION	Ceiling Tile supplies	4,000.00
	Ceiling Tile Supplies		21-011-2620-618-000-0000-000-050		07/01/2026	4,000.00
21	36	07/01/2026	52005	Kevin Ferguson	Mower/Equipment repairs	3,000.00
	Mower/Equipment Repair		21-011-2640-439-000-0000-000-050		07/01/2026	3,000.00
21	37	07/01/2026	8320	SCHOOL & OFFICE PRODUCTS, INC.	Stadium Seating	1,500.00
	Stadium Seating		21-011-2620-618-000-0000-000-050		07/01/2026	1,500.00
21	38	07/01/2026	51788	Kyle Merriman	Maintenance for Bus Barn/Warehouse	1,500.00
	Maintenance for Bus Barn/Warehouse		21-011-2620-438-000-0000-000-050		07/01/2026	1,500.00
21	39	07/01/2026	2105	Lowe's Business Account	Supplies/Material	2,000.00
	Supplies/Material		21-011-2620-618-000-0000-000-050		07/01/2026	2,000.00
21	40	07/01/2026	51358	Tractor Bobs LLC	Lawn Mower Repair	200.00
	Lawn Mower Repair		21-011-2640-439-000-0000-000-050		07/01/2026	200.00
21	41	07/01/2026	51958	Next Phase Roofing and Construction	Roofing Repairs	2,000.00
	Roofing Repairs		21-011-2620-458-000-0000-000-050		07/01/2026	2,000.00

Non-Payroll Total: \$509,174.48

Payroll Total: \$0.00

Balance Forward: \$0.00

Report Total: \$509,174.48

Newcastle Public Schools
Payroll Summary
June 23, 2026

Monthly Payroll FY26 (06/25/2026)	\$1,559,697.33
Extra Duty Payroll (6/25/2026)	\$44,638.75



EMPLOYMENT SCHEDULE "A"

June 23rd, 2026

EMPLOYMENT				
Last Name	First Name	New / Replacement	Site / Assignment	Effective
		REPLACEMENT	ES/CUSTODIAN	7/1/2026
		REPLACEMENT	ECC/TEACHER	8/3/2026
		REPLACEMENT	ES/TEACHER GRADE 4	8/3/2026
		REPLACEMENT	HS/TEACHER HISTORY	8/3/2026
		REPLACEMENT	HS/SITE SECRETARY	7/15/2026
		REPLACEMENT	ECC/TEACHER	8/3/2026
		REPLACEMENT	HS/TEACHER HISTORY	8/3/2026
		REPLACEMENT	MS/ISI	8/3/2026
		REPLACEMENT	MS/PARAPROFESSIONAL	8/3/2026
		REPLACEMENT	DISTRICT/MAINTENANCE	6/29/2026
		REPLACEMENT	PRINCIPAL THRIVE	7/14/2026
HOURLY / LAY COACH				
Last Name	First Name	Assignment	Site	Effective
REASSIGNMENTS				
Last Name	First Name	Prior Assignment	New Assignment	Effective
RESIGNATIONS				
Last Name	First Name	Assignment	Site	Effective
BRIGHT	AUTUMN	TEACHER GRADE 6	MS	5/21/2026
LERAAS	MYKAELA	TEACHER GRADE 2	ES	5/21/2026
RIDER	MADISON	PARAPROFESSIONAL	HS	5/21/2026
RESCINDED EMPLOYMENT / TERMINATIONS				
Last Name	First Name	Assignment	Site	Effective
COWEN	MICHAEL	CUSTODIAN	ES	6/9/2026

** Not Certified To Date / Emergency



EMPLOYMENT SCHEDULE "A"

June 23rd, 2026

EMPLOYMENT				
Last Name	First Name	New / Replacement	Site / Assignment	Effective
		REPLACEMENT	ES/CUSTODIAN	7/1/2026
		REPLACEMENT	ECC/TEACHER	8/3/2026
		REPLACEMENT	ES/TEACHER GRADE 4	8/3/2026
		REPLACEMENT	HS/TEACHER HISTORY	8/3/2026
		REPLACEMENT	HS/SITE SECRETARY	7/15/2026
		REPLACEMENT	ECC/TEACHER	8/3/2026
		REPLACEMENT	HS/TEACHER HISTORY	8/3/2026
		REPLACEMENT	MS/ISI	8/3/2026
		REPLACEMENT	MS/PARAPROFESSIONAL	8/3/2026
		REPLACEMENT	DISTRICT/MAINTENANCE	6/29/2026
		REPLACEMENT	PRINCIPAL THRIVE	7/14/2026
HOURLY / LAY COACH				
Last Name	First Name	Assignment	Site	Effective
REASSIGNMENTS				
Last Name	First Name	Prior Assignment	New Assignment	Effective
RESIGNATIONS				
Last Name	First Name	Assignment	Site	Effective
BRIGHT	AUTUMN	TEACHER GRADE 6	MS	5/21/2026
LERAAS	MYKAELA	TEACHER GRADE 2	ES	5/21/2026
RIDER	MADISON	PARAPROFESSIONAL	HS	5/21/2026
RESCINDED EMPLOYMENT / TERMINATIONS				
Last Name	First Name	Assignment	Site	Effective
COWEN	MICHAEL	CUSTODIAN	ES	6/9/2026

** Not Certified To Date / Emergency