

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT (the “Agreement”),** dated as of March 10, 2022, is made and entered into by and between **EMPLOYEE EVALUATION SYSTEMS, INC. (“EES”)**, whose notice address is 2801 N. Lincoln Blvd., suite 226, Oklahoma City, Oklahoma 73105, and **SCHOOL DISTRICT NO. 17 OF CRAIG COUNTY, OKLAHOMA, a/k/a WELCH PUBLIC SCHOOLS (“District”)**.

**RECITALS:**

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

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

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

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

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

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

4. License Fee.

**OKTLE – Teacher Evaluation**

\$27.50 per teacher

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

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

28 teachers

X 24.75 per teacher

**OKTLE TOTAL**      \$ 693.00

**McRel – Leader Evaluation**

\$200.00 per Leader/Principal

\$160.00 per Leader/Principal for OKTLE districts

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

0 Leaders/Principals,

X \$160.00 per Leader/Principal

**McREL TOTAL**      \$ 0.00

**SEES - Support Employee Evaluation**

\$20.00 per employee

\$16.00 per employee for OKTLE districts

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

0 support employees

X \$16.00 per employee

**SEES TOTAL**      \$ 0.00

**TOTAL 2022-2023 SCHOOL YEAR COST**      \$ 693.00

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 10th day of March, 2022.

EMPLOYEE EVALUATION SYSTEMS, INC.

By:   
President

“EES”

INDEPENDENT SCHOOL DISTRICT NO. 17  
OF CRAIG COUNTY, OKLAHOMA,  
a/k/a WELCH PUBLIC SCHOOLS

By: \_\_\_\_\_  
For the District

“DISTRICT”