



Please mail a signed copy of this document to:

USATLE

2801 N. Lincoln Blvd., Suite 226
Oklahoma City, OK

Or fax or email to:
405-495-2610
info@USATLE.com

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”), dated as of _____, 2020, 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, _____, a/k/a _____ SCHOOLS (“District”).**

RECITALS:

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

B. EES and the District desire to license the use of EES’s USATLE web-based System to the District for use in principal/leader, teacher, and/or support employee evaluations for the 2020-2021 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 USATLE web-based System (the “License”).

2. **Term.** The term of this Agreement shall be for one year, beginning July 1, 2020 and ending June 30, 2021.

3. **Support, Training and Services.** District’s license of the USATLE web-based System includes online access to the web-based principal/leader, teacher, and support employee evaluation systems for which the district has enrolled, online users guides, unlimited technical support, reports of observation and evaluation data, and training related to the operation of the web-based systems. Required training for evaluators on the McREL principal/leader system or the Tulsa TLE Observation and Evaluation System is not included with this license, and may be obtained from the proper vendors of McREL and Tulsa Model training.

4. **License Fee.**

USATLE with McREL – Leader Evaluation

\$200.00 per Leader/Principal

For the 2020-2021 school year, the District will have

_____ Leaders/Principals,
X \$200.00 per Leader/Principal

McREL TOTAL _____

Teacher Evaluation

\$27.50 per teacher

For the 2020-2021 school year, the District will have

_____ teachers
X \$27.50 per teacher

Teacher Evaluation TOTAL _____

Support Employee Evaluation

\$20.00 per employee

For the 2020-2021 school year, the District will have

_____ support employees
X \$20.00 per employee

Support Employee Evaluation TOTAL _____

HIRE FOR ED – Teacher Recruitment and Hiring

Contact us at info@USATLE.com or 888-808-4827 for more information on our program for attracting potential candidates to your district

TOTAL 2020-2021 SCHOOL YEAR COST _____

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 USATLE web-based System; or (2) District’s failure to use corrections or enhancements to the USATLE web-based System 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 USATLE web-based System 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 USATLE web-based System 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 _____, 2020.

EMPLOYEE EVALUATION SYSTEMS, INC.

By: 

President

“EES”

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

By: _____
For the District

“DISTRICT”