

Crutcho Public Schools
Regular Meeting Agenda
March 8, 2022
Crutcho Public Schools, 2401 N. AIR DEPOT BLVD. , OKLAHOMA CITY, Oklahoma 73141
1:30 PM

1. CALL TO ORDER
2. STATEMENT OF COMPLIANCE
3. ROLL CALL AND DETERMINATION OF QUORUM
 - 3.A. Flag Salute
 - 3.B. Prayer
4. PUBLIC EXPRESSIONS (Limited to three minutes per subject item)*
5. SUPERINTENDENT'S REPORT
 - 5.A. Introductions of Guests
 - 5.B. Celebrations/ Students of the Month
 - 5.C. Financial
 - 5.C.1. Treasurer's Report
 - 5.C.2. Financial Report
 - 5.D. Student Growth Update - Ms. Burger
 - 5.E. Upcoming Events - See Attachment
6. MOTION AND VOTE TO APPROVE OR DISAPPROVE THE GENERAL BUSINESS ITEMS
 - 6.A. 2022-2023 OKTLE Renewal



Oklahoma Teacher & Leader Effectiveness

Please mail a signed copy of this document to:

OKTLE
2801 N. Lincoln Blvd., Suite 226
Oklahoma City, OK 73105

or

Scan and Email to info@OKTLE.com

or

Fax to: 405-495-2610

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”), dated as of _____, 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. _____ 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 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

_____ teachers

X _____ per teacher

OKTLE TOTAL _____

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

_____ 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 2022-2023 school year, the District will have

_____ support employees

X \$16.00 per employee

SEES TOTAL _____

TOTAL 2022-2023 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 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 _____, 2022.

EMPLOYEE EVALUATION SYSTEMS, INC.

By: 
President

“EES”

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

By: _____
For the District

“DISTRICT”

6.B. 2022-2023 Municipal Accounting Systems Renewal

Customer: CRUTCHO PUBLIC SCHOOLS
Addr: 2401 NORTH AIR DEPOT
 OKLAHOMA CITY OK 73141-9609
October Membership: 300

MAS: MUNICIPAL ACCOUNTING SYSTEMS, INC.
Addr: 908 EAST 35TH STREET
 SHAWNEE, OK 74804
Phone: (800)749-5691 **Fax:** (405)275-7091

Re-Occurring Fiscal Year Charges

Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.

Description	Total
Appropriated Funds	\$2,700.00
Payroll - Usage Fee Included In Appropriated Funds	NA
Treasurer	\$875.00
Activity Funds	\$435.00
Personnel -Additional Contact(s): 1 - Amount: \$250.00	\$1,125.00
Purchase Requisition	\$875.00
Employee Document Management	NA
Total 2022-2023 Fiscal Year Charges:	
	\$6,010.00

Terms and Conditions

- The software charge includes phone support for one (1) designated contact per application. Additional contacts can be added at an additional cost. MAS shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. MAS shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.
- On-site training (by appointment only) will be charged \$750.00 per day from 9:30 a.m. through 3:30 p.m. CST and \$.55/mile roundtrip. Additional time is \$100.00 per hour.
- Customer agrees that MAS shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
- The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
- This agreement shall be governed by the Laws of the State of Oklahoma.

Software as a Service

- Definitions.
 - Application means the software and other material used by MAS to access, configure, and provide the Services. The Application(s) identified in the Service Order Agreement are licensed on a subscription basis and delivered as hosted online software using the Software as a Service (SaaS) model.
 - Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.
 - Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.

subject matter hereof and supersede all other communications, whether written or oral. MAS reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

Prepared By: Amanda Bunkerfield

Date Prepared: 2/15/2022

Accepted By (please circle one): Superintendent / Board President

Signature: _____

Date Accepted: _____

7. MOTION AND VOTE TO APPROVE OR DISAPPROVE THE CONSENT DOCKET

7.A. Minutes - February

7.B. Encumbrances and Purchases FY 2021-2022

7.B.1. General Fund (11) P.O. #'s 106-108

Purchase Order Register

Options: Year: 2021-2022, Fund: GENERAL FUND (FOR OPERATION), Date Range: 2/4/2022 - 3/4/2022

PO No	Date	Vendor No	Vendor	Description	Amount
106	02/08/2022	53766	TIFFANY HARDRICK	PROFESSIONAL DEVELOPMENT	1,000.00
107	02/14/2022	53703	SEESAW LEARNING, INC	BLANKET RENEWAL	1,650.00
108	02/28/2022	52555	BSN CONLIN SPORTS	BLANKET	6,000.00
Non-Payroll Total:					\$8,650.00
Payroll Total:					\$0.00
Report Total:					\$8,650.00

7.B.2. Bond Fund (31) P.O. #'s NONE

7.B.3. Building Fund (21) P.O. #'s NONE

Crutch Public School
Purchase Order Register

Options: Year: 2021-2022, Fund: BUILDING FUND, Date Range: 2/4/2022 - 3/4/2022

PO No	Date	Vendor No	Vendor	Description	Amount
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Non-Payroll Total:	<u>\$0.00</u>
Payroll Total:	<u>\$0.00</u>
Report Total:	<u><u> </u></u>

7.B.4. Child Nutrition (22) P.O. #'s NONE

7.B.5. Gift Fund (81) P.O. #'s NONE

Crutch Public School
Purchase Order Register

Options: Year: 2021-2022, Fund: GIFT FUND, Date Range: 2/4/2022 - 3/4/2022

PO No	Date	Vendor No	Vendor	Description	Amount
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Non-Payroll Total:	<u>\$0.00</u>
Payroll Total:	<u>\$0.00</u>
Report Total:	<u><u> </u></u>

7.B.6. Purchase Order Increases General Fund (11) and Bond Fund (31) and Child-N Fund (22)

Change Order Listing

Options: Fund: GENERAL FUND (FOR OPERATION), Year: 2021-2022, ReferenceDate: PO Date, Date Range: 2/4/2022 - 3/4/2022, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
3	07/01/2021	21	CITY OF MIDWEST CITY	BLANKET	4,959.61
4	07/01/2021	9	OG&E	BLANKET	3,624.84
5	07/01/2021	52445	SYMMETRY ENERGY SOLUTIONS	BLANKET	3,226.91
6	07/01/2021	14	OKLAHOMA NATURAL GAS	BLANKET	528.60
7	07/01/2021	53724	COX COMMUNICATIONS	BLANKET	760.83
9	07/01/2021	52303	CONSOLIDATED NETWORKS CORP	BLANKET	5,923.65
16	07/01/2021	50019	OSSBA	BLANKET	150.00
20	07/01/2021	51175	OFFICE DEPOT	BLANKET	799.56
21	07/01/2021	51575	WAL-MART	BLANKET	20.57
22	07/01/2021	4	SAM'S CLUB	BLANKET	1,109.92
23	07/01/2021	52255	AT&T MOBILITY	BLANKET	448.55
24	07/01/2021	52886	EUREKA WATER COMPANY	BLANKET	91.25
28	07/01/2021	52991	VERIZON WIRELESS	BLANKET	160.04
29	07/01/2021	53003	CONTRACT PAPER GROUP INC	BLANKET	1,696.00
30	07/01/2021	53258	PROSPERITY BANK	BLANKET	2,246.11
31	07/01/2021	52642	CHATTERBOX INC	BLANKET	4,030.00
32	07/01/2021	53689	OCCUPATIONAL THERAPY	BLANKET	3,570.00
33	07/01/2021	16	XEROX FINANCIAL SERVICES	BLANKET	753.01
36	07/01/2021	52399	INFINITE CAMPUS	BLANKET	333.33
42	07/01/2021	52963	DANYAWN MILES	BLANKET	3,400.00
43	07/01/2021	53569	OKLAHOMA CONSULTING & ACCOUNTING	BLANKET	2,350.00
48	07/01/2021	51387	CCOSA	BLANKET	300.00
49	07/01/2021	51960	HOMER SMITH JR	BLANKET	1,800.00
58	07/01/2021	53674	OKLAHOMA LUBE ASSOCIATES	BLANKET	101.97
61	07/01/2021	53678	DESIREE JONES	BLANKET	3,600.00
65	07/01/2021	50012	HORACE MANN	BLANKET	19.50
67	07/01/2021	53652	COMTEC ELECTRONICS INC	BLANKET	2,867.00
87	08/25/2021	53752	AMAZON	BLANKET	1,430.13
89	09/01/2021	53687	LEE'S FLOORING & CLEANING LLC	BLANKET	12,780.00
101	01/20/2022	53763	OK GOLF CAR CENTER	BLANKET	1,833.00
105	02/03/2022	53765	T&D Concrete	SNOW REMOVAL	450.00

Non-Payroll Total: \$65,364.38

Payroll Total: \$14,110.20

Report Total: \$79,474.58

Change Order Listing

Options: Fund: Building Bond Fund(s) FY 2022, Year: 2021-2022, ReferenceDate: PO Date, Date Range: 2/4/2022 - 3/4/2022, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/01/2021	53578	TECH LOCK	BLANKET	110.00
27	07/01/2021	50063	LOCKE SUPPLY CO	BLANKET	66.89
38	07/02/2021	50042	WASTE MANAGEMENT	BLANKET	358.50
43	07/15/2021	52555	BSN CONLIN SPORTS	BLANKET	5,750.70
Non-Payroll Total:					\$6,286.09
Payroll Total:					\$0.00
Report Total:					\$6,286.09

Change Order Listing

Options: Fund: CHILD NUTRITION PROGRAMS FUND, Year: 2021-2022, ReferenceDate: PO Date, Date Range: 2/4/2022 - 3/4/2022, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
2	07/01/2021	53528	KEYSTONE FOOD SERVICE	BLANKET	36,202.86
3	07/01/2021	53182	BROOKS GREASE SERVICE, INC	BLANKET	100.00
6	07/01/2021	4	SAM'S CLUB	BLANKET	59.56
9	07/01/2021	51645	OKLA DEPT OF HUMAN SERVICES	BLANKET	594.59
Non-Payroll Total:					\$36,957.01
Payroll Total:					\$0.00
Report Total:					\$36,957.01

7.C. Activity Fund Revenue and Expenditure Report

8. MOTION TO ENTER EXECUTIVE SESSION 25 OS 307 (B)(1), TO DISCUSS ITEMS UNDER PERSONNEL
9. AKNOWLEDGEMENT RETURN TO OPEN SESSION
10. MOTION , DISCUSSION AND VOTE TO APPROVE OR DISAPPROVE THE PERSONNEL
11. NEW BUSINESS
12. ADJOURNMENT

Any person wishing to address an issue on the agenda must sign in with the Board President and give subject matter prior to roll call. The Board of Education may vote to convene in executive session to discuss any matter on this agenda deemed appropriate and take action on any agenda matter.

Posted this _____ day of _____, 20____, at _____ o'clock _____.M., in the encased outside bulletin board and by the entrance to the District Administration Offices, Crutch Public Schools, 2401 N. Air Depot Blvd., Oklahoma City, Oklahoma.

Name of Person Posting: Sheila Cavett

Title: Superintendent Secretary

Signature: _____