



**AGENDA**  
**BLANCHARD PUBLIC SCHOOL, DISTRICT I-29**  
**Regular Board of Education Meeting**  
**Administration Building, 211 North Tyler Avenue, Blanchard, Oklahoma 73010**  
**Monday, March 1, 2021, 6:00 PM**

As required by Section 311, Title 25, Oklahoma Statutes, notice is hereby given that the Board of Education of Independent School District No. 29, McClain County, Oklahoma will hold the Regular Board of Education Meeting on Monday, March 1, 2021, at 6:00 PM in the Board Room of the Administration Building, Blanchard Public Schools, 211 North Tyler Avenue, Blanchard, Oklahoma.

**A. Call to order and roll call.**

**David Paulk, President**  
**Liz George, Vice-President**  
**Gabe Green, Clerk**  
**Barry Carpenter, Member**  
**Tom Maston, Member**

**B. Audience may address the board. State your name for the board, three-minute time limit.**

**C. Superintendent's Report**

**D. Consent Agenda**

All of the items which concern reports of a routine nature normally approved at board meetings will be approved by one vote unless any board member desires to have a separate vote on any or all of these items. The consent agenda consists of the following items:

1. Approval of Treasurer's Report
2. Approval of Minutes from the February 1, 2021, Regular Board Meeting
3. Approval of Minutes from the February 23, 2021, Special Board Meeting
4. Payment Registers:
  - General Fund #4107-4733
  - Building Fund #82-107
  - Bond Fund 31 #21
5. General Fund Encumbrances - #256-263
6. Building Fund Encumbrances - #30-31

7. Bond Fund 31 Encumbrances - #12
  8. 2019 Revenue Bond Fund 85 #43-44 (To be paid by BancFirst)
  9. General Fund Change Orders
  10. Building Fund Change Orders
  11. Bond Fund 31 Change Orders
  12. Special Payroll
  13. Activity Fund Report
- E. Action Topics**
1. Discussion and possible action to approve bids for the restrooms and concession stand at the football stadium.
  2. Discussion and possible action to approve the General Fund supplemental appropriation.
  3. Discussion and possible vote to approve the Tri-City Learning Academy Cooperative Agreement to provide virtual education services and other services.
  4. Discussion and possible action to approve Open Transfers for the 2021-2022 school year.
  5. Discussion and possible action to approve the following contracts for the 2021-2022 school year:
    - OKTLE for certified teacher evaluations
    - MAS for accounting software services
  6. Discussion and possible action to approve changing the previously approved band trip destination from Los Angeles, CA, to Nashville and Gatlinburg, TN, due to COVID-19 restrictions still in place in California.
  7. Discussion and possible action to amend the Return To Learn Plan.
- F. Executive Session**
1. Discussion, motion with a possible vote to convene in executive session for the purpose of:
    - a. Discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried employee, pursuant to 25 O.S., Section 307 (B) (1).
  2. Discussion, motion with a possible vote to approve reconvening in open session.
  3. Statement of executive session minutes from Board of Education Clerk, Gabe Green.
- G.** Discussion and possible action to approve the Personnel Report (Attachment A).
- H.** Discussion and possible action to approve re-hiring career teachers for the 2021-2022 school year (Attachment B).
- I. New Business**
- J. Discussion, motion with a possible vote to adjourn.**

**Posted:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Location:** Document Case of the Administration Office,  
211 North Tyler Avenue, Blanchard, OK. 73010

**By:** \_\_\_\_\_  
Brenda Reardon, Minutes Clerk



## MINUTES

### BLANCHARD PUBLIC SCHOOLS, DISTRICT I-29

#### Regular Board of Education Meeting

Administration Building, 211 North Tyler Avenue, Blanchard, Oklahoma 73010

Monday, February 1, 2021 6:00 PM

#### A. Call to order and roll call.

David Paulk, President  
Liz George, Vice-President  
Gabe Green, Clerk  
Barry Carpenter, Member  
Tom Maston, Member  
Barry Carpenter: Present  
Liz George: Present  
Gabe Green: Present  
Tom Maston: Present  
David Paulk: Absent

#### B. Presentation of the 2019-2020 audit by Pam Dotson of Wilson, Dotson & Associates.

#### C. Discussion and possible action to approve the 2019-2020 school audit as presented.

Motion to table the 2019-2020 school audit presentation. This motion, made by Tom Maston and seconded by Gabe Green, passed.

Barry Carpenter: Yea  
Liz George: Yea  
Gabe Green: Yea  
Tom Maston: Yea  
David Paulk: Absent  
Yea: 4, Nay: 0, Absent: 1

#### D. Audience may address the board. State your name for the board, three-minute time limit.

#### E. Review and discuss the status of school board member training credits.

#### F. Superintendent's Report

#### G. Consent Agenda

All of the items which concern reports of a routine nature normally approved at board meetings will be approved by one vote unless any board member desires to have a separate vote on any or all of these items. The consent agenda consists of the following items:

Motion to approve the Consent Agenda, items 1-13. This motion, made by Gabe Green and seconded by Tom Maston, passed.

Barry Carpenter: Yea  
Liz George: Yea  
Gabe Green: Yea  
Tom Maston: Yea  
David Paulk: Absent

Yea: 4, Nay: 0, Absent: 1

G.1. Approval of Treasurer's Report

G.2. Approval of Minutes from the January 11, 2021, Regular Board Meeting

G.3. Personnel Report

G.4. Payment Registers:

- General Fund #3423-4106
- Building Fund #48-81
- Bond Fund 31 #19-20

G.5. General Fund Encumbrances - #250-255

G.6. Building Fund Encumbrances - #28-29

G.7. Bond Fund 31 Encumbrances - #11

G.8. 2019 Revenue Bond Fund 85 #41-42 (To be paid by BancFirst)

G.9. General Fund Change Orders

G.10. Building Fund Change Orders

G.11. Bond Fund 31 Change Orders

G.12. Special Payroll

G.13. Activity Fund Report

## H. Action Topics

H.1. Discussion and possible action to approve the 2021-2022 school calendar.

Motion to approve the 2021-2022 school calendar. This motion, made by Tom Maston and seconded by Gabe Green, passed.

Barry Carpenter: Yea

Liz George: Yea

Gabe Green: Yea

Tom Maston: Yea

David Paulk: Absent

Yea: 4, Nay: 0, Absent: 1

H.2. Discussion and possible action to approve the Open Transfer Report for the 2021-2022 school year.

Motion to approve the Open Transfer Report for the 2021-2022 school year. This motion, made by Barry Carpenter and seconded by Tom Maston, passed.

Barry Carpenter: Yea

Liz George: Yea

Gabe Green: Yea

Tom Maston: Yea

David Paulk: Absent

Yea: 4, Nay: 0, Absent: 1

H.3. Discussion and possible action to approve 4.63 Sick Leave Sharing days for bus driver/maintenance worker/acting mechanic David McGaha.

Motion to approve 4.63 Sick Leave Sharing days for bus driver/maintenance worker/acting mechanic David McGaha. This motion, made by Gabe Green and seconded by Tom Maston, passed.

Barry Carpenter: Yea

Liz George: Yea  
Gabe Green: Yea  
Tom Maston: Yea  
David Paulk: Absent  
Yea: 4, Nay: 0, Absent: 1

## **I. Executive Session**

I.1. Discussion, motion with a possible vote to convene in executive session for the purpose of:

I.1.a. Discussing the superintendent's contract for 2021-2022 and the employment/re-hiring of district administrative and salaried support personnel, pursuant to 25 O.S., Section 307 (B) (1).

Motion to convene in Executive Session for the purpose of discussing the superintendent's contract for 2021-2022 and the employment/re-hiring of district administrative and salaried support personnel, pursuant to 25 O.S., Section 307 (B)(1) at 6:27 p.m. This motion, made by Tom Maston and seconded by Barry Carpenter, passed.

Barry Carpenter: Yea  
Liz George: Yea  
Gabe Green: Yea  
Tom Maston: Yea  
David Paulk: Absent  
Yea: 4, Nay: 0, Absent: 1

I.2. Discussion, motion with a possible vote to approve reconvening in open session. Motion to approve reconvening in open session at 7:06 p.m. This motion, made by Tom Maston and seconded by Gabe Green, passed.

Barry Carpenter: Yea  
Liz George: Yea  
Gabe Green: Yea  
Tom Maston: Yea  
David Paulk: Absent  
Yea: 4, Nay: 0, Absent: 1

I.3. Statement of executive session minutes from Board of Education Clerk, Gabe Green. *No action was taken.*

## **J. Discussion and possible action to approve the superintendent's employment contract for school year 2021-2022.**

**Motion to approve the superintendent's employment contract for school year 2021-2022. This motion, made by Tom Maston and seconded by Barry Carpenter, passed.**

Barry Carpenter: Yea  
Liz George: Yea  
Gabe Green: Yea  
Tom Maston: Yea  
David Paulk: Absent  
Yea: 4, Nay: 0, Absent: 1

## **K. Discussion and possible action to re-hire district administrative and salaried support employees as listed for the 2021-22 school year:**

Gayle Castle, Assistant Superintendent  
Donna Jervis, Special Services Director  
Greg Jackson, High School Principal  
Janeen Heller, Asst. High School Principal  
Laura Randels, Asst. Middle School Principal

Paula Floyd, Intermediate School Principal  
Shirley Myers, Elementary School Principal  
Jeff Craig, Athletic Director  
Dr. Earl Myers, Director of Operations  
Pam Deaton, Encumbrance & Activity Fund Custodian/Supt. Sec'y  
Brenda Reardon, Human Resources Manager

**Motion to re-hire district administrative and salaried support employees as listed for the 2021-22 school year. This motion, made by Tom Maston and seconded by Barry Carpenter, passed.**

Barry Carpenter: Yea  
Liz George: Yea  
Gabe Green: Yea  
Tom Maston: Yea  
David Paulk: Absent  
Yea: 4, Nay: 0, Absent: 1

**L. New Business**

**M. Discussion and possible action to adjourn.**

**Motion to adjourn at 7:07 p.m. This motion, made by Barry Carpenter and seconded by Gabe Green, passed.**

Barry Carpenter: Yea  
Liz George: Yea  
Gabe Green: Yea  
Tom Maston: Yea  
David Paulk: Absent  
Yea: 4, Nay: 0, Absent: 1

**Board of Education approval 3/1/2021:**

David Paulk \_\_\_\_\_ *ABSENT* \_\_\_\_\_

Liz George \_\_\_\_\_

Gabe Green \_\_\_\_\_

Barry Carpenter \_\_\_\_\_

Tom Maston \_\_\_\_\_



**MINUTES**  
**BLANCHARD PUBLIC SCHOOL, DISTRICT I-29**  
**Special Board of Education Meeting**  
**Administration Building, 211 North Tyler Avenue, Blanchard, OK 73010**  
**Tuesday, February 23, 2021, 12:00 PM**

**A. The meeting was called to order by President David Paulk at 12:08 p.m. The following members were present:**

David Paulk, President - PRESENT  
 Liz George, Vice-President - PRESENT  
 Gabe Green, Clerk - PRESENT  
 Barry Carpenter, Member - PRESENT  
 Tom Maston, Member - ABSENT

**B. Presentation of the 2019-2020 audit by Pam Dotson of Wilson, Dotson & Associates.**

**C. Motion to approve the 2019-2020 school audit as presented. This motion, made by Barry Carpenter and seconded by Gabe Green, passed.**

*David Paulk-yes      Liz George-yes      Gabe Green-yes      Barry Carpenter-yes      Tom Maston-absent*

**D. Motion to table approving bids for the restrooms and concession stand at the football stadium. This motion, made by Gabe Green and seconded by Barry Carpenter, passed.**

*David Paulk-yes      Liz George-yes      Gabe Green-yes      Barry Carpenter-yes      Tom Maston-absent*

**E. Motion to approve amending the 2020-2021 school calendar to include a snow day on February 19, 2021, and a school day on March 26, 2021. This motion, made by Gabe Green and seconded by Barry Carpenter, passed.**

*David Paulk-yes      Liz George-yes      Gabe Green-yes      Barry Carpenter-yes      Tom Maston-absent*

**F. Motion to adjourn at 12:50 p.m. This motion, made by Barry Carpenter and seconded by Gabe Green, passed.**

*David Paulk-yes      Liz George-yes      Gabe Green-yes      Barry Carpenter-yes      Tom Maston-absent*

**Board of Education approval 3/1/2021:**

David Paulk \_\_\_\_\_

Liz George \_\_\_\_\_

Gabe Green \_\_\_\_\_

Barry Carpenter \_\_\_\_\_

Tom Maston \_\_\_\_\_ ABSENT \_\_\_\_\_

# Tri-City Learning Academy

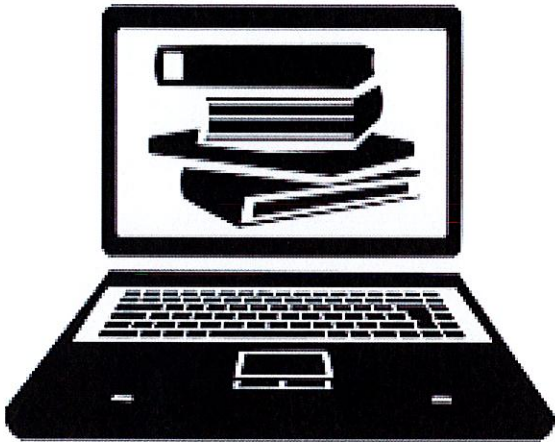
## *Virtual Education Serving*

Blanchard, Bridge Creek, Newcastle and Tuttle

## What is Tri-City Learning Academy?

TCLA is a school designed to serve families that desire:

- A customized, robust virtual education
- The best of a traditional education experience, coupled with the flexibility of an online program that can be accessed from anywhere, at any time
- A program that aligns with Oklahoma Academic State Standards with a self-paced education option
- The ability for middle and high school students to participate in on-site extracurricular activities with their peers.



## What makes Tri-City Learning Academy Different?

With TCLA, students have the opportunity to participate in on-site extracurricular activities, including athletics and/or clubs with their peers at their HOME SCHOOL. For some activities, the student may need to be enrolled in a traditional class such as football or choir in order to participate in competitions or contests. Students also need to maintain eligibility according to OSSAA in order to participate in games or contests.

Each home district will have an open lab available for students to meet with teachers for interventions and additional assistance when needed.

***Who can participate?***

Any student in grades K-12 who are enrolled in Blanchard, Bridge Creek, Newcastle or Tuttle School District. Virtual education works best for self-motivated students who can work independently and who have a learning coach such as a parent, guardian, or older sibling.

***What curriculum will be available?***

Students in grades K-5 will utilize Google Classroom as the main LMS, in addition to grade level appropriate programs to enhance content knowledge. Students in grades 6-12 will utilize the platform Edgenuity, while being supported by a highly qualified teacher.

***What challenges should families consider before we enroll?***

Students, with the assistance of the parent, must make a greater effort to stay organized, create a schedule, manage their time, and work toward staying on pace to complete their coursework. As a parent/guardian, you will need to work closely with your child to help monitor their progress.

***What if my child has special needs?***

Parents of children with disabilities on a Section 504 Accommodation Plan or on an Individualized Education Program (IEP) will want to meet with their team to determine which virtual program is the best placement for their child. IEP's and 504's will be served and implemented while enrolled in TLCA.

***Can gifted students participate?***

Yes. The school can provide advanced learners with opportunities for accelerated and individualized learning by accelerating the pace of classes and/or Advanced Placement courses may also be available.

***Enrollment information coming soon!***

## TRI-CITY LEARNING ACADEMY COOPERATIVE AGREEMENT

This Agreement creating the Tri-City Learning Academy Cooperative (“Cooperative”) is entered into by Independent School District No. 01 of McClain County, Oklahoma, a/k/a Newcastle Public Schools (“Newcastle”), and the Member School Districts identified below (“Members”) (all of which are collectively referred to as “Participating Districts”), effective March 1, 2021.

WHEREAS, Participating Districts desire to develop and participate in a cooperative to provide virtual education services and other services benefiting virtual and blended learning to the Participating Districts and their students; and

WHEREAS, it is the intent of the Participating Districts to provide the authority to Newcastle to direct the operations of the Cooperative as its local education agency (“LEA”);

THEREFORE, the parties agree as follows:

1. LEA: Newcastle will serve as the LEA for the Cooperative. If Newcastle resigns as LEA effective at the end of any fiscal year, the Cooperative will only continue in existence if another Participating District agrees to assume the functions of LEA. Newcastle will give written notice to the Members of its intent to resign as LEA prior to March 15 of the then-current fiscal year.
2. TERM: This Agreement will be in full force and effect for the period **March 1, 2021** to June 30, 2021. Each member will renew its membership in the Cooperative for each subsequent fiscal year unless it gives written notice of its intent to withdraw prior to March 15 of the then-current fiscal year to the LEA. Members may terminate this Agreement in whole or in part at any time by a unanimous vote of the Participating Districts, provided that the LEA will be held harmless by the Members for expenses it incurs beyond its reasonable proportion thereof upon termination.
3. FISCAL YEAR: Except for the initial term of this Agreement as described in the first sentence of Paragraph 2, above, the fiscal year for the Cooperative will commence on July 1 and continue to June 30 of the subsequent calendar year.
4. MEMBERS: The initial Members of the Cooperative are: Blanchard Public Schools, Bridge Creek Public Schools and Tuttle Public Schools. Additional public school districts can become members with the written consent of the LEA and a majority of Members.
5. SERVICES: During the term of this Agreement, LEA will work with Members to make the Tri-City Learning Academy operational for students for the 2021-22 school year by hiring staff and taking other actions the LEA deems necessary.
6. FACILITIES: Virtual education services and counseling will be provided to students enrolled in the Cooperative at either their resident school district or LEA’s facilities. It is the parties’ intent that students access learning labs, child nutrition and extracurricular activities at their home school sites. The LEA will provide appropriate office space for a virtual coordinator and the coordinator’s assistant/clerk in LEA’s facilities. Participating Districts will provide appropriate

teaching and counseling space for use by certified teaching staff and counseling staff who are providing Cooperative services in Participating Districts' facilities.

7. EQUIPMENT AND SUPPLIES: Participating Districts will provide all supplies and equipment required to support the services provided at their facilities.
8. STAFF: LEA will employ and provide staff, including a virtual coordinator, coordinator's assistant/clerk, certified teaching staff and counseling staff to provide the services required by the terms of this Agreement.
9. GRADUATION: Each student enrolled in the Cooperative who is eligible for graduation will receive a diploma and will graduate from the student's resident school district.
10. ALLOCATION OF FUNDING: Each Participating District will be assessed an administrative assessment determined by that district's ADM in comparison to all schools ADM in the cooperative. This assessment will cover all administrative costs, dedicated cooperative staff costs, curriculum and equipment. This assessment will cover a proportionate number of virtual course slots for students from each school. If a participating school exceeds those course slot allotments the LEA will assess the district based on per pupil weighted average daily membership for the number of its students enrolled in the Tri-City Learning Academy. LEA will submit a billing to Members each semester showing the amount owed, along with attendance records for their resident students enrolled in the Tri-City Learning Academy. Members will pay the invoice in full within 30 days, with all payments made payable to xxxxx. Members will make all payments pursuant to this Agreement by the last day of the fiscal year.
11. TRANSPORTATION: The Participating Districts are responsible for arranging and providing transportation required by their resident students to access services provided by the Cooperative. The LEA will not provide reimbursement to Members for the cost of such transportation services.
12. LITIGATION AND DUE PROCESS: Each Participating District shall bear the responsibility for providing a free appropriate public education in the least restrictive environment to all of its students with disabilities who are residents of that school district. The Cooperative shall not be designated as the local education agency for purposes of providing a free appropriate public education or for any due process purposes under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or Title II of the Americans with Disabilities Act. Any costs associated with litigation, including due process hearings, shall be the responsibility of the Participating District where the student who brings due process or litigation resides.
13. OBLIGATIONS OF MEMBERS:
  - a. Each Member will gather appropriate student information, conduct any necessary assessment and obtain parent consent, as needed, regarding each of their students who seeks to enroll in the Cooperative.

- b. Each Member will maintain student education records for each participating student at its site and will make available to Cooperative copies of the relevant records of each such student. Cooperative will maintain the student education records of participating students on Cooperative's site and be responsible to make available copies of the records of each student to the Member. The Participating Districts will comply with applicable federal and state laws and regulations concerning the student education records of students participating in Cooperative services.
- c. If a Member determines that an LEA staff member is needed to participate in an Individualized Education Program or Section 504 Team meeting for a student participating in Cooperative services, Member will notify the LEA sufficiently in advance of the meeting to enable LEA to arrange the staff member's participation.
- d. For students with disabilities participating in Cooperative services, it is the responsibility of the Member in which the student resides to promptly provide the appropriate LEA staff members with the necessary information from the student's IEP or Section 504 Plan and to promptly make Member staff available as needed to answer questions about and explain the responsibilities of LEA staff under the IEP or Section 504 Plan.

14. SERVICES AVAILABLE OUTSIDE THE REGULAR SCHOOL YEAR: Except as otherwise agreed to by the Participating Districts, all Cooperative services will be provided during LEA's regular school day and year.

15. ADDITIONAL COOPERATIVE SERVICES: The need for additional Cooperative services will be evaluated annually. Additional Cooperative services will be added with the written consent of the LEA and a majority of Members if sufficient funding and appropriate staff are available.

IN WITNESS WHEREOF, the parties execute this Agreement, which shall remain in full force and effect until terminated in accordance with the terms of this Agreement.

Independent School District No. 01 of McClain County, Oklahoma a/k/a  
**Newcastle Public School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Clerk, Board of Education

Independent School District No. 29 of McClain County, Oklahoma a/k/a  
**Blanchard Public Schools**

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Clerk, Board of Education

Independent School District No. 95 of Grady County, Oklahoma a/k/a  
**Bridge Creek Public Schools**

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Clerk, Board of Education

Independent School District No. 97 of McClain County, Oklahoma a/k/a  
**Tuttle Public Schools**

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Date

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President, Board of Education

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Clerk, Board of Education

\* (29th) February Transfers  
 - BM Approved 3/1/21

Transfer Student		Student		Transfer Summary		February 25, 2021				
Number	Student Last Name	Student First Name	Middle Name	Grade Level	Sending School County	Sending School District	Sending School Site	Receiving School County	Receiving School District	Receiving School Site
181874	Abbott	Briley	Kay	8	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181889	Alexander	Jordyn	M.	6	MCCLAIN	DIBBLE	N/A	MCCLAIN	BLANCHARD	N/A
181704	Barris	Gabriel	Matthew	12	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181706	Burch	Andrew	Jack	10	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181877	Daily	Beau	Ryan	7	GRADY	BRIDGE CREEK	N/A	MCCLAIN	BLANCHARD	N/A
181707	Dodd	Kailynn	Rene	10	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181802	Dunning	Ethan	Jackson	11	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181705	Fox	Reegan	Paige	12	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181733	Heefner	Benjamin	Allen	10	CLEVELAND	NORMAN	N/A	MCCLAIN	BLANCHARD	N/A
181804	Hollis	Tori	Morgan	11	CANADIAN	EL RENO	N/A	MCCLAIN	BLANCHARD	N/A
181934	Houser	Jasmine	Gabrielle	4	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181700	Jones	Augustus	James	10	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181734	Kanaugh	Zoey	Lynn	10	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181931	Keith	Zoe	R.	6	MCCLAIN	DIBBLE	N/A	MCCLAIN	BLANCHARD	N/A
181803	LeStarge Henderson	Sage	Braxton	11	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181830	McKown	Julian	David	10	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181831	McKown	Logan	Wynn	11	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181876	Price	Emma	Mae	9	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A

181741	Pryor	Bennett	Matthew	11	GRADY	TUTTLE	N/A	MCCLAIN	BLANCHARD	N/A
181701	Rhoads	Maverick	Bryce	8	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
<del>182032</del> 181732	Savage Solorzano	Keelie Ethan	Jan A.	10 10	GRADY MCCLAIN	MIDDLEBERG DIBBLE	N/A N/A	MCCLAIN MCCLAIN	BLANCHARD BLANCHARD	N/A N/A
181901	Sullivan	Layla	Joy	7	MCCLAIN	WASHINGTON	N/A	MCCLAIN	BLANCHARD	N/A
181751	Tange	Makayla	Massel	4	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A
181875	Targae	Hannah	Reese	8	MCCLAIN	DIBBLE	N/A	MCCLAIN	BLANCHARD	N/A
<del>182033</del>	Tonsing	Matthew	Dean	10	GRADY	MIDDLEBERG	N/A	MCCLAIN	BLANCHARD	N/A

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (the “Agreement”), dated as of \_\_\_\_\_, 2021, 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. EES has developed a web application known as Hire for Ed for use in managing the employee hiring process.

B. EES and the District desire to license the use of EES’s OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems to the District for use in teacher, support employee and/or principal/leader evaluations for the 2021-2022 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, Hire For Ed, and/or McREL web-based Systems (the “License”).

2. **Term.** The term of this Agreement shall be for one year, beginning July 1, 2021 and ending June 30, 2022.

3. **Support, Training and Services.** District’s license of the OKTLE, SEES, Hire For Ed, 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 2021-2022 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 2021-2022 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 2021-2022 school year, the District will have

\_\_\_\_\_ support employees

X \$16.00 per employee

**SEES TOTAL** \_\_\_\_\_

**HIRE FOR ED – Teacher Recruitment and Hiring**

Post jobs, accept applications, and manage your hiring process *online* simply and easily.

Admin office plus up to 3 school sites \$1,200 \$960 for OKTLE districts

+ Additional school sites \_\_\_\_\_ x \$300 = \_\_\_\_\_

**HIRE FOR ED TOTAL** \_\_\_\_\_

**TOTAL 2021-2022 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, Hire For Ed, and/or McREL web-based Systems; or (2) District's failure to use corrections or enhancements to the OKTLE, SEES, Hire For Ed, 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, Hire For Ed, 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, Hire For Ed, 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 \_\_\_\_\_, 2021.

EMPLOYEE EVALUATION SYSTEMS, INC.

By:   
President

“EES”

INDEPENDENT SCHOOL DISTRICT NO. \_\_\_\_  
OF \_\_\_\_\_ COUNTY, OKLAHOMA,  
a/k/a \_\_\_\_\_ PUBLIC SCHOOLS

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

“DISTRICT”



# Software Service Order Agreement

Term of Agreement: 2021-2022 Fiscal Year

**Customer:** BLANCHARD PUBLIC SCHOOLS

**Addr:** 211 NORTH TYLER AVENUE  
BLANCHARD OK 73010

**October Membership:** 1937

**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
Student Information	\$11,622.00
Gradebook	\$3,874.00
Lunch Room	\$3,874.00
Student Records Portal	\$2,905.50
Student Information Horizontal SIF® Agent - SIF® is a registered trademark of Schools Interoperability Framework Association.	\$968.50
Google Classroom™ Integration - Google Classroom™ is a registered trademark of Google Inc.	\$250.00
Rostering Integration	NA

**Total 2021-2022 Fiscal Year Charges:** \$23,494.00

### Terms and Conditions

- The software charge includes phone support for two (2) designated Student Information contacts per accredited site, one (1) designated Gradebook contact per accredited site, and one (1) designated Lunch Room contact per lunchroom site. 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.
- The Student Information software charge includes the SIF Agent for SIF 2.0r1 Wave Profile. Additional 2.0r1 Horizontal Agent Profiles can be added at an additional cost of \$ 0.50 per student X October membership.

5. 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.
6. 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.
7. This agreement shall be governed by the Laws of the State of Oklahoma.

### **Software as a Service**

1. Definitions.
  - (a) 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.
  - (b) Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.
  - (c) 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.
  - (d) Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
  - (e) Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).
  - (f) Privacy Policy and Terms of Service means the MAS Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.
  - (g) Service shall have the meaning set forth in the MAS Privacy Policy and Terms of Service.
  - (h) Service Order Agreement means the Software Service Order Agreement delivered by MAS to Customer which sets forth the service and fees for the current fiscal year.
  - (i) Usage Data means any data that MAS collects or generates during the performance of the Service, including non-confidential elements of Customer Data.
2. Service.
  - (a) MAS Obligations. MAS hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; and (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service.
  - (b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify MAS promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require MAS to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii), to accurately represent Customer's use of the Service and data obtained from the Service.
3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and MAS. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.
4. Access to the Service, Attribution, and Charges.
  - (a) Customer Accounts. Customer must provide MAS with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.
  - (b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.
5. Availability, Maintenance, and Technical Support.
  - (a) Availability & Maintenance. MAS will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
  - (b) Technical Support. Unless otherwise provided in the Service Order Agreement, MAS will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.
6. Third-Party Software Integration Acknowledgements, Representations, and Agreements. MAS will provide software as part of the Service that will allow the Customer to share data with third-party applications.
  - (a) It is understood and agreed that MAS is not responsible for the security of the data once it has been provided by the Customer to a third party using the Service.
  - (b) It is understood and agreed that MAS is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall MAS be deemed to be a direct or indirect transferor of information/data to any third party. MAS is only providing software that will allow the Customer to share data with third-party applications.
  - (c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(d) Customer hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(e) Customer hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, MAS for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that MAS could incur.

(g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data is transferred by it to a third party.

7. Intellectual Property Rights.

(a) MAS Intellectual Property. MAS and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no MAS Intellectual Property Rights are granted to Customer.

(b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by MAS and in conjunction with automatically generated data such as IP address, time, and frequency of access.

(c) Feedback Relating to Services. MAS shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.

(d) Derivatives and Compilations of Usage Data. MAS shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.

8. Privacy and Personal Information.

(a) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at [www.wengage.com](http://www.wengage.com).

9. Term; Termination.

(a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or MAS.

(b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. MAS may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.

(c) Breach. MAS may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of MAS's notice to Customer.

10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."

(a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to MAS or its third-party licensor (as appropriate), and MAS hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.

(b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.

(c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from MAS to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
12. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
13. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall, as allowed by Oklahoma constitution or law, indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
14. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the 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: *Pam Humphrey*

Date Prepared: 2/10/2021

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

Signature: \_\_\_\_\_

Date Accepted: \_\_\_\_\_



**Software Service Order Agreement**

Term of Agreement: 2021-2022 Fiscal Year

**Customer:** BLANCHARD PUBLIC SCHOOLS

**Addr:** 211 NORTH TYLER AVENUE  
BLANCHARD OK 73010

**October Membership:** 1937

**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	\$8,000.00
Payroll	NA
- Usage Fee Included In Appropriated Funds	
Treasurer	\$1,200.00
Activity Funds	\$600.00
Personnel	\$1,200.00
Purchase Requisition	NA
<b>Total 2021-2022 Fiscal Year Charges:</b>	
	<b>\$11,000.00</b>

**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.
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  - Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
  - Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).

- (f) Privacy Policy and Terms of Service means the MAS Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.
- (g) Service shall have the meaning set forth in the MAS Privacy Policy and Terms of Service.
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- (b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify MAS promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require MAS to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii), to accurately represent Customer's use of the Service and data obtained from the Service.
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5. Availability, Maintenance, and Technical Support.
- (a) Availability & Maintenance. MAS will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
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- (b) It is understood and agreed that MAS is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall MAS be deemed to be a direct or indirect transferor of information/data to any third party. MAS is only providing software that will allow the Customer to share data with third-party applications.
- (c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.
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- (f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, MAS for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that MAS could incur.
- (g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data is transferred by it to a third party.
7. Intellectual Property Rights.
- (a) MAS Intellectual Property. MAS and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage

- Data. Except as expressly set forth herein, no MAS Intellectual Property Rights are granted to Customer.
- (b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by MAS and in conjunction with automatically generated data such as IP address, time, and frequency of access.
- (c) Feedback Relating to Services. MAS shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.
- (d) Derivatives and Compilations of Usage Data. MAS shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.
8. Privacy and Personal Information.
- (a) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at [www.wengage.com](http://www.wengage.com).
9. Term; Termination.
- (a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or MAS.
- (b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. MAS may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.
- (c) Breach. MAS may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of MAS's notice to Customer.
10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."
- (a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to MAS or its third-party licensor (as appropriate), and MAS hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.
- (b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.
- (c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.
11. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from MAS to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
12. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
13. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall, as allowed by Oklahoma constitution or law, indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
14. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the 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



- Beginning March 22, 2021, students and teachers exposed to someone who tests positive for COVID-19 in school are no longer required to be excluded from educational activities and in-person classroom instruction as long as the exposure happened in a classroom setting and everyone was wearing masks covering their nose and mouth. Other quarantine requirements remain in effect, including exclusion from social activities or other public environments.
- Individuals more than 10 days after COVID-19 vaccine completion will NOT be required to quarantine after an exposure to COVID-19.

**Blanchard Public Schools  
March, 2021  
Personnel Report**

***CERTIFIED***

**Resignation**

Stacy Matray, Pre-K Teacher (*currently on a Leave of Absence*)

**Termination**

Nikki Kraham, Coaching Duties only

***SUPPORT***

**Resignation**

Brooklyn Wallace, MS Custodian

2021-2022  
CAREER TEACHER RE-HIRE LIST

105-ELEMENTARY	110-INTERMEDIATE	510-MIDDLE SCHOOL	705-HIGH SCHOOL
BOYD, KAREN	ALLEE, SUSAN	BROGAN, REGINA	ANDERSON, KARIE
CASEY, VERONICA	BEASINGER, LORRAINE	CLINE, SARAH	BLACKBURN, CHARLES
COOPER, VICKI	CARPENTER, RAYANNE	COLE, CALEB	BROOKS, RHONDA
DAVIS, SHERELL	CLARK, LESLIE	DAVIS, KRISTI	COURTNEY, VAUGHN
DAY, ADRIENNE	CRAIG, NICOLE	DESKIN, TAMMIE	DODD, TERRY
DUNSWORTH, PATTIE	CRAIG, PRISCILLA	HUNT, MARILYN	ELLIS, SHANNON
EMBERSON, LARONNA	DALTON, DONNA	KRALIK, WILLIAM	FLOYD, JEFF
FRAZIER, ALICIA	DILWORTH, HEATHER	LARZA, DARLA	HENRY, BETH
HARRISON, ANDRIDAWN	HOLDING, KIMBERLY	MITCHELL, BRENT	HILL, CODY
HOLDING, LYNETTE	MCCASLAND, CAROLYN	SMITH, ROBIN	HULSEY, CHRYSTAL
HORN, GINDY	MILLER, ROBIN	SPENCER, AMBER	JEFFREYS, MARK
JOHNSON, LORI	MINTON, CASSANDRA	UMMEL, BETH	KAUFFMAN, JENN
KNIGHT, BARBARA	RANEY, JOSHUA	UMMEL, DANIEL	KIRCHNER, KIRK
KRAHAM, NIKKI	ROBERTSON, ASHLEY	WEHRER, GREG	LANGFORD, NATALIE
LASSETER, JENNIFER	SMITH, AMANDA		LASATER, AMY
LASTER, VICKIE	STRINGER, BLAKE		LOCKARD, LORINDA
LOOPER, MARISOL	VARNER, ILENA		LOLLIS, KARI
LOWE, CARRIE	WALLACE, MISSY		MATTOCKS, CHAZ
MCCARN, DOHN	WALLS, TAMMY		MCKAY, LORI
MCDONALD, JANN	WHEELER, LISA		MENEFEE, BARBARA
MILLER, LACY	WRIGHT, AMBER		NELSON, TIFFANY
MISENHEIMER, TWILA			QUEEN, KELLY
PYLE, CELISSA			RILEY, KENNETH
SCHNELL, MONICA			ROBY, RICHARD
SCOLES, CHANDELLE			RUTLEDGE, KATHRYN
SILK, MAKALA			SCHNEBERGER, DAWAYNE
STEPHENS, LESLIE			SCHNEBERGER, DODIE
STEWART, ANGELA			SCHNEEBERGER, JENNIFER
UPCHURCH, LISA			SIMPSON, KARA
WEATHERS, WENDY			STEPHENS, JULIE
WRIGHT, KAMI			UMMEL, SUE ELLEN
			VERMILLION, ANITA
			WOODS, JANE
			WORD, JEFFREY

# Blanchard Elementary School

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February 25, 2021

The following career teachers are recommended for employment in Blanchard Elementary for the 2021-2022 school year.

Karen	Boyd
Veronica	Casey
Vicki	Cooper
Sherell	Davis
Adrienne	Day
Pattie	Dunsworth
LaRonna	Emberson
Alicia	Frazier
Andridawn	Harrison
Lynette	Holding
Gindy	Horn
Lori	Johnson
Barbara	Knight
Nikki	Kraham
Jennifer	Lasseter
Vickie	Laster
Marisol	Looper
Carrie	Lowe
Dohn	McCarn
Jann	McDonald
Lacy	Miller
Twila	Misenheimer
Celissa	Pyle
Monica	Schnell
Chandelle	Scoles
Makala	Silk
Leslie	Stephens
Angela	Stewart
Lisa	Upchurch
Wendy	Weathers
Kami	Wright

# Blanchard Intermediate School

Paula Floyd, Principal  
310 N Tyler | Blanchard, OK 73010  
405-485-3391 | pfloyd@blanchard.k12.ok.us

Date: February 25, 2021

Mr. Brady Barnes, Superintendent  
Blanchard Board of Education  
310 N Tyler Street  
Blanchard, OK 73010

## **RE: CAREER RE-HIRES FOR 2021-2022 SCHOOL YEAR**

The following teachers at Blanchard Intermediate have been evaluated as required by state laws and local board policy. Based on the evaluation and overall job performance, it is my pleasure to recommend the following career teachers for employment for the 2021-2022 school year.

Susan Allee  
Lorraine Beasinger  
Rayanne Carpenter  
Leslie Clark  
Nicole Craig  
Priscilla Craig  
Donna Dalton

Heather Dilworth  
Kim Holding  
Carolyn McCasland  
Robin Miller  
Cassie Minton  
Josh Raney  
Ashley Robertson

Amanda Smith  
Blake Stringer  
Ilena Varner  
Missy Wallace  
Tammy Walls  
Lisa Wheeler  
Amber Wright

Sincerely

*Paula Floyd*

Paula Floyd, Principal  
Blanchard Intermediate School

February 24, 2021

Mr. Brady Barnes  
The Board of Education  
Blanchard Public Schools  
Blanchard, OK 73010

Mr. Barnes and Board of Education,

The following tenured teachers at Blanchard Middle School have been evaluated. I recommend the contracts be renewed for the 2021-2022 school year.

Marilyn Hunt  
Caleb Cole  
William Kralik  
Amber Spencer  
Kristi Davis  
Robin Smith  
Dan Ummel  
Tammie Deskin  
Regina Brogan  
Beth Ummel  
Greg Wehrer  
Brent Mitchell

Sincerely,

Larry McVay

February 24, 2021

Mr. Brady Barnes  
The Board of Education  
Blanchard Public Schools  
Blanchard, OK 73010

Mr. Barnes and Board of Education,

The following teachers at Blanchard Middle School are gaining tenure and have been evaluated. I recommend that contracts be renewed for the 2021-2022 school year.

Sarah Cline  
Darla Larza

Sincerely,

Larry McVay

# *Blanchard High School*

211 N Tyler, Blanchard, OK 73010 , Phone: (405) 485-3392 , Fax: (405) 485-9549 [www.blanchard.k12.ok.us](http://www.blanchard.k12.ok.us)

February 24, 2021

Brady Barnes, Superintendent & Blanchard School Board

RE: Recommendation of rehiring for the 2021-2022 school year

I would like to recommend the following career teachers be rehired for the 2021-2022 school year at Blanchard High School:

Karie Anderson	Chaz Mattocks
Chuck Blackburn	Lori McKay
Rhonda Brooks	Barbara Menefee
Timothy Courtney	Tiffany Nelson
Terry Dodd	Kelly Queen
Shannon Ellis	Ken Riley
Jeff Floyd	Richard Roby
Beth Henry	Kathryn Rutledge
Cody Hill	DaWayne Schneberger
Chrystal Hulsey	Dodie Schneberger
Mark Jeffreys	Jennifer Schneeberger
Jenn Kauffman	Kara Simpson
Kirk Kirchner	Julie Stephens
Natalie Langford	Sue Ellen Ummel
Amy Lasater	Anita Vermillion
Lorinda Lockard	Jane Woods
Kari Lollis	Jeff Word