

# FLORIDA DEPARTMENT OF EDUCATION



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DPS: 2011-196

## MEMORANDUM

**TO:** District School Superintendents  
Race to the Top District Contacts

**FROM:** Pam Stewart

**DATE:** December 9, 2011

**SUBJECT:** **Technical Assistance Services Regarding Teacher and Principal Evaluations**

A part of the contract for technical assistance services regarding teacher and principal evaluations under Race to the Top includes the development of Florida model evaluation systems, which contain copyrighted intellectual property.

To participate in these services and evaluation systems, Florida Local Education Agencies (LEAs) must sign the attached license agreement (called "License Agreement Pursuant to State of Florida Department of Education Contract No. 11-813, Attachment J"). This license agreement allows LEAs to hold a perpetual license to utilize this information consistent with the contract, and to create derivative works accordingly. I encourage you to review this license agreement to ensure that the LEA understands and complies with all applicable terms and conditions.

Additionally, the contract recognizes that the Department and some LEAs utilize third-party vendors for implementation and administration of the evaluation and professional development systems. In that regard, the contract requires such vendors to sign a license agreement (called "License Agreement For Use of Pre-Existing Materials and Intellectual Property, Attachment K"). This license agreement grants the vendor a limited license to act on behalf of the LEA.

PAM STEWART  
CHANCELLOR OF PUBLIC SCHOOLS

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Again, I encourage you and the vendor to review this license agreement to ensure that the LEA and vendor understand and comply with all applicable terms and conditions. This property may not be used or reproduced by the vendor for any purpose other than that necessary to serve the LEA in accordance with the contract.

#### Instructions

If you are currently using concepts or forms included in either or both of the Florida model evaluation systems, please sign and date Attachment J and return a copy of Attachment J to:

Houghton Mifflin Harcourt  
222 Berkeley Street  
Boston, MA 02116  
ATTN: David West

If you are currently using concepts or forms included in either or both of the Florida model evaluation systems, and you provide a third party access to the information, please complete the following steps.

1. Complete the attached License Agreement (Attachment K) as follows:
  - a. Insert the name of the LEA in the blank line within the first paragraph.
  - b. Insert the name and address of the third-party vendor in the blank lines at the bottom of page two.
  - c. Reinsert the name of the third-party vendor below Subsection 8 (“Survival”).
  - d. Record the date, name, and signature of the responsible party for the LEA.
  
2. Send a copy of the completed agreement to the third-party vendor, Learning Sciences International (for information contained in teacher evaluation systems), and/or Houghton Mifflin Harcourt (for information contained in principal evaluation systems).

Thank you in advance for your timely attention to this matter. Please do not hesitate to contact Kathy Hebda (850-245-0509, [Kathy.Hebda@fldoe.org](mailto:Kathy.Hebda@fldoe.org)) with any questions you may have.

PS/tgl