

Limited Licensing Agreement

Part A - Overview and Guidelines for Limited License use of the School ADvance Administrator Evaluation System tools, guides, rubrics and other supporting materials (©Reeves, P. & Mc Neill, P., 2011, 2015, 2016):

The authors of the School ADvance™ Administrator Evaluation System (© Reeves & Mc Neill, 2011, 2015, 2016) have authorized the Michigan Association of School Administrators (MASA) to act as an agent of School ADvance for the purpose of issuing limited licenses for use of the School ADvance Administrator Evaluation System to school districts, intermediate or educational service agency districts and charter schools operating in Michigan under the Michigan School Code. The provisions of this limited licensing agreement are detailed in the following sections and sub-sections of this document.

Part B - Licensing

1. What is being licensed?

This Limited License covers use of *the School ADvance™ Administrator Evaluation System and/or Evaluation Rubrics (©Reeves, P. & Mc Neill, P., 2011, 2015, 2016) per the provisions of the School ADvance User's guide and the School ADvance Implementation Guide*. This license covers both the initial issuance of any School ADvance™ Administrator Evaluation System copyrighted material for the specific schools and positions listed in the licensing agreement addendum and any additional School ADvance™ copyrighted materials issued subsequent to licensee training, including updates and revisions.

2. How may the copyrighted materials covered under this Limited Licensing Agreement be used?

Licensees may use the School ADvance™ Administrator Evaluation System copyrighted materials for the sole purpose of conducting administrator evaluation activities under the provisions of the School ADvance™ Implementation Guide. The School ADvance Administrator Evaluation System documents covered under this licensing agreement may be uploaded to a personal computer, mobile device, or a server owned and maintained by the licensee and be accessed by the licensee's authorized staff under the Terms of Use agreement (see attached). If a school or district has contracted with a software application vendor or any other third party to provide an electronic platform for running, hosting, or storing any part of the School ADvance Administrator Evaluation System, that vendor cannot adapt, load, customize, rebrand, or re-distribute any portion of the School ADvance System or Tools either on behalf of the licensee or another party. Further, any vendor providing such host,



storage, or operating platforms for School ADvance licensees must obtain a separate authorization and limited licensing agreement from School ADvance directly (not through MASA). Non-alterable PDFs of School ADvance evaluation reports may be reproduced, shared, and stored in personnel files or provided to evaluators and evaluatees. No part of the School ADvance™ products may be posted on a licensee's or individual's website or social media site for general public access; however, School ADvance will provide licensees with the required evaluation system information for the licensee's web site to meet the provisions of Michigan state law.

3. Who must obtain a Limited License for use of the School ADvance™ Administrator Evaluation System?

Any entity that wishes to use any portion of the School ADvance™ Administrator Evaluation System for the purpose of conducting performance reviews, professional development, or other school administrator personnel evaluation related activities must purchase a Limited License for such use. Purchase of any publication containing copyrighted material from the School ADvance™ Administrator Evaluation System (©Reeves, P. & Mc Neill, P., 2011, 2015, 2016), whether in print or electronic format does not authorize the purchaser to utilize that material without entering into a Limited License Agreement for the authorized use of the material. In addition, access to School ADvance copyrighted materials from the official School ADvance web site, any other School ADvance authorized web site, or any other source except via a Limited License Agreement with School ADvance does **not** include the right to use, adapt, duplicate, display or distribute any copyrighted School ADvance™ material except as authorized via a Limited License Agreement or a Terms of Use Agreement with School ADvance.

4. Limited Licensing Fees.

There is a **one-time** Limited License fee assessed for each of issuance of the School ADvance™ Principal and central office/superintendent evaluation frameworks and rubrics.

Licensing fees are as follows:

- a. If an individual purchases a license for any one of the School ADvance™ rubrics or other products for personal use, the fee is \$30 per product purchased. However, the individual may not further distribute or reproduce any portion of the product to another person, colleague, group, or school/district personnel.
- b. The licensing fee for use of the School ADvance™ Administrator Evaluation System for building level administrators is \$30.00 is *per school* and covers use by evaluatees and their supervisors/evaluators at the school level.
- c. The licensing fee for use of the School ADvance™ Administrator Evaluation System for central office administrators, including the superintendent, is \$30.00 per administrator position and covers use by evaluatees and their supervisors/evaluators at the district level.
- d. Licensing fees for other School ADvance™ products will be set as those products are developed and made ready for distribution.



Part C - Permissions

1. This Limited License Agreement grants limited permission to the purchaser and its authorized staff to augment or adapt implementation and operation of the School ADvance™ Administrator Evaluation criteria according to the following:
 - a. Add additional evaluation criteria outside of those covered by the School ADvance™ Administrator Evaluation Frameworks and Rubrics.
 - b. Omit certain items from the School ADvance™ evaluation rubrics if those items are outside the scope of a specific administrator's job description.
 - c. Apply weighting and scoring scales the school or district determines is appropriate to their use of the rubrics for the purpose of rating the overall performance of school administrators.
2. Authorized staff may reproduce and/or distribute School ADvance™ Administrator Evaluation System rubrics and other materials covered under this Limited License via either (a) a local server accessible only to authorized school/district staff; (b) through a School ADvance third party software provider under a separate Limited License Agreement with the provider; or (c) through printed copies limited to distribution of the materials to authorized users within the school (if purchased BY a school) or district (if purchased BY a district).
3. If a school or school district wishes to use the School ADvance™ Administrator Evaluation System (or any portion thereof) via an on-line software management system or cloud based server, the online/management software or cloud based storage and management provider must enter into a separate licensing agreement with School ADvance™ prior to uploading the School ADvance™ Administrator Evaluation System tools and resources into their system. This separate licensing agreement will specify the terms under which the software and/or server provider can upload the School ADvance™ Administrator Evaluation materials and resources. In cases where the software and/or server provider provides support to Michigan School ADvance™ Administrator Evaluation System Limited License holders at no additional monthly or annual cost over that which the provider charges for supporting that licensee's teacher evaluation system, School ADvance will not charge that provider a royalty for such support.

Part D - Responsibilities of the Licensee

Schools and districts purchasing the School ADvance™ Administrator Evaluation Limited License are responsible for protecting the integrity, and monitoring the use and implementation of all electronic and hard copy School ADvance™ materials, tools, forms and rubrics by its authorized personnel. This includes ensuring the product and all its components are not distributed to anyone other than the licensee's authorized personnel for the purpose of conducting administrator evaluation and performance development activities. Purchase by an individual for personal use is even more limited in scope and should be treated as any other eBook, software, or digital product, for the individual's personal use ONLY.



Part E – Limited License Purchase Process

1. Upon request to enter into a School ADvance™ Administrator Evaluation Limited License Agreement, MASA will provide a licensing agreement to the purchaser, to be signed and returned to MASA for countersignature on behalf of School ADvance™.
2. MASA will return a fully-signed Limited Licensing Agreement to purchaser along with a digital version of the School ADvance™ Administrator Evaluation frameworks and rubrics for the evaluation levels covered under the license. The remaining materials and tools needed to implement the School ADvance™ Administrator Evaluation System according to the Implementation Guide will be provided to licensees by MASA at the time of implementation training.
3. If the Licensee is using a School ADvance™ a separately licensed on-line software provider or cloud based management and support system provider, the licensee may provide a copy of their fully executed Limited Licensing Agreement to that provider, but must notify MASA of the name of that provider and the sales agent or contact person for the provider with whom they are working.

Part F - Collection and Transfer of Validation Data

1. School ADvance wishes to collect user data for the purpose of instrument validation and other research and efficacy studies. Purchasers will be asked to provide a download of usage data (without identifying information) strictly for the purpose of running validation statistics on the data.
2. Purchasers who collect evaluation data from self- and supervisor-assessments via the School ADvance™ Administrator Evaluation Rubrics© will be asked for permission to download the assessment data from the rubrics without personal, school, or district identifying information for the purposes of conducting the validation studies.
3. If the Limited License Purchaser agrees to the data download provisions, as described above, School ADvance™ will provide, at no additional cost to that Purchaser, any revisions based on the validation studies and distribute those revisions through MASA to Michigan licensees.
4. School ADvance™ will work directly with an authorized third party provider for online or cloud based hosting and management as designated by the licensee to arrange for the download of data without personal, school, or district identification under the terms of this agreement.



Signature Page

On behalf of School ADvance, The Michigan Association of School Administrators (MASA) issues a Limited License Agreement to (district or school name) OLD Redford Academy, for use of the **School ADvance™ Administrator Evaluation System (©Reeves, P. & Mc Neill, P., 2011, 2015, 2016, 2017)** under the provisions of the School ADvance™ Administrator Evaluation System User's Guide and Implementation Guide. The undersigned parties, mutually agree to the provisions in this Limited License agreement, as signed and executed below:

For Purchaser of the School ADvance™ Limited License(s):

Name of Limited License Purchaser: (Select and complete only one of the options below)

- Old Redford Academy School District*
- Or _____ Individual School**
- Or _____ Individual Person***

Name/Title of Authorized Signee: Stacy Hengehold
 Signature: *Stacy Hengehold* Date 12/19/19

Collection and Transfer of Validation and Research Data

The above referenced licensee grants School ADvance permission to obtain data files of user data from any authorized and licensed electronic management system or platform provider that hosts the School ADvance™ Administrator Evaluation System for this licensee, under the restriction that such data downloads will not include any personal, school, and/or district identifying data. School ADvance will only collect additional data from license holders or their employees or representatives under an authorized Human Subjects Institutional Review Board research study approval and with signed consent of any individual from whom data is collected.

As an authorized official of the above referenced licensee, I understand and accept the above terms for data collection by School ADvance for the purpose of further validation and research

Signed: *none* Date _____

For MASA on behalf of School ADvance:

Name: *Carrie Platner* Title: *School Advance Rep*
 Signature: *Carrie Platner* Date: *1/16/2020*

*If Purchaser is a Local or Intermediate School District, list schools and/or central office administrators in which School ADvance system will be used on the attached addendum page.

** If purchaser is an individual school, this agreement covers use of the School ADvance™ Administrator Evaluation System by only that school.

***If purchaser is an individual person, this agreement covers use of the School ADvance™ Administrator Evaluation System by only that person.

School ADvance™
Administrator Evaluation System Limited License Agreement Addendum
For Registering Schools and Central Office Positions Covered Under this Licensing Agreement

Listing of individual schools for which the district is purchasing a Limited License for the School ADvance™ Administrator Evaluation System:

Old Redford Academy Elementary
Old Redford Academy Middle School
Old Redford Academy High School

Listing of individual central office positions for which the district is purchasing the Limited License for the School ADvance™ Administrator Evaluation System:

Old Redford Academy Central Office

Superintendent

Chief Academic Officer

Chief Operating Officer

Facilities Director

Executive Secretary





ADDENDUM

to Limited Licensing Agreement

For use ONLY by purchasers using the rubrics within an online/software evaluation management system and/or server provider (e.g. STAGES, EvalPro, Teachscape Reflect, Pivot by Five Star, etc.)

Addendum Part A - Overview

This Addendum to the School ADvance™ Administrator Evaluation Rubrics (©Reeves & McNeill, 2011, 2015, 2016) Limited Licensing Agreement covers cases where a **Purchaser of the Limited License** wishes to place one or more of the School ADvance™ Administrator Evaluation Rubrics© on a second party server for data storage and access. The second party may be either another local school district that has also purchased the License for one or more of the School ADvance™ Administrator Evaluation Rubrics (Principal, District Leader/Superintendent), an Intermediate School District that has purchased the License for one or more of the School ADvance™ Administrator Evaluation Rubrics, or a School ADvance™ approved private vendor, any or all of which are providing an online data management system for the Purchaser of the License for one or more of the School ADvance™ Administrator Evaluation Rubrics.

Addendum Part B - Definitions

For purposes of this addendum, the term **Purchaser** refers to either a school, school district, or intermediate school district that has purchased a Limited License and executed a Limited Licensing Agreement for one or more of the School ADvance™ Administrator Evaluation Rubrics©. The term **Limited License** refers to the **School ADvance™ Administrator Evaluation Rubrics (©Reeves & McNeill, 2011, 2015, 2016) Limited Licensing Agreement with School ADvance™**

Addendum Part C – Permissions

This Addendum authorizes the following:

1. The **Purchaser** (as defined above) may select another school district, intermediate school district, or a School ADvance approved private vendor to provide server storage



McNeill, 2011, 2015, 2016, 2017) and any/all evaluation data collected in conjunction with the use of the School ADvance™ Administrator Evaluation Rubrics.

- 2. The Purchaser may access both the purchased School ADvance™ Administrator Evaluation Rubrics and the data uploaded into the system through password-protected online access.
- 3. The provider of the server space, data management system, and password protected online access may only house the School ADvance™ Administrator Evaluation Rubrics to provide these services to the Purchaser; may not provide the School ADvance™ Administrator Evaluation Rubrics to any non-Purchaser; and may not maintain the School ADvance™ Administrator Evaluation Rubrics on their servers if the Purchaser(s) discontinue use of the Rubrics.

Addendum Part D – All Other Limitations and Conditions

All other Limitations and Conditions of the School ADvance™ Administrator Evaluation Rubrics Limited Licensing Agreement with the Michigan Association of School Administrators (MASA) on behalf of School ADvance™, apply to this Limited License Agreement Addendum.

School ADvance™ and _____ Old Redford Academy _____,
Purchaser of the Limited
License for use of the School ADvance™ Administrator Evaluation Rubrics, as identified below;

and _____, the second party online
evaluation management system and/or server Provider;

Mutually agree to the provisions in this Limited License Agreement Addendum, as signed and executed below:

*cc 9074
fol 300 -
1/16/2020*

For Purchaser (school/district)

Name: Stacy Hengehoel Title: Director of Academic Accelerator Program
Signature: Stacy Hengehoel Date: 1/13/20

For Second Party Online Evaluation System and/or Server Provider

Name: _____ Title: _____
Signature: _____ Date: _____

For School ADvance™:

Name: Carrie Platner Title: School-Advance Rep
Signature: Carrie Platner Date: 1/16/2020





Limited License Agreement Payment Form

Purchaser (Individual/School/District) Old Redford Academy

Contact Name(s) /Stacy Hengehold

Email (s) stacy@midwest-mgt.com Phone 313-695-2893

MASA member	\$30 each license
Non-member (with data share)	\$75 each license

Calculate you licenses by adding the number of school building and central office administrators licenses you will need:

Number of **school buildings** in which School ADvance will be used: 3

Number of **central office administrators** for whom School ADvance will be used: 1

Total number of licenses needed: 4 *OK/CP*

Multiply number of licenses needed by the appropriate rate above: \$ 300

VISA, MasterCard or American Express Check (You will be invoiced) **NO PO's accepted**

Card # 6011 2222 2222 9074

Card Security Code (C) 1234 Exp. date 12/12

Name on card Midwest management

Signature Stacy Hengehold

Return payment to:
 MASA
 1001 Centennial Way, Ste. 300, Lansing, MI 48917
 Phone: (517) 327-5910, Fax: (517) 327-0779