

IHE Agreement for Implementation Membership

Signatory, on behalf of the Institution of Higher Education (“IHE”) listed below, agrees to the following:

edTPA™ has been developed by Stanford University as a nationally available assessment of readiness to teach for pre-service teacher candidates. To demonstrate teaching competencies, pre-service teachers referred to as “candidates” in this document must submit evidence, in the form of teaching artifacts (e.g., commentaries, videos, lesson plans, student work samples), which will be scored by qualified evaluators.

edTPA materials (“edTPA Materials”) are exclusively owned by Stanford University and are protected by intellectual property rights, including copyrights and trademarks. Stanford University owns the edTPA Materials, which include assessments, handbooks, rubrics, scorer training materials, including benchmarks, and related materials designated as such and/or copyrighted to Stanford University.

edTPA Materials and resources are made available to authorized users at an IHEs that have been approved for edTPA membership (edTPA Member) for the purpose of participating in edTPA at a designated usage level. (See “edTPA Usage Plan” for a description of the four usage levels.) Stanford University has contracted with the Evaluation Systems group of NCS Pearson, Inc. (Evaluation Systems) to provide edTPA assessment services, including handbook production, candidate registration, and official scoring and score reporting. The American Association of Colleges for Teacher Education (AACTE) is assisting Stanford and institutions with communication and dissemination of implementation resources and handbooks for edTPA. AACTE will host a web-based platform where it will process IHE requests for edTPA membership, grant IHE member access for an authorized usage level and provide member access to edTPA materials designated for the assigned usage level.

Proprietary technology, methodologies, and other operational supports used in the delivery of edTPA services and related operational materials designated as proprietary and/or copyrighted materials are owned by Evaluation Systems.

Intellectual property of Stanford University and Evaluation Systems will be shared with institutions, with the understanding that institutions will take precautions to protect it from inappropriate use or unauthorized dissemination.

Usage Levels

If you are participating as an edTPA Member in the Implementation Level of edTPA, your Institution will have full access to edTPA Materials to provide information, materials and

support services to institutions where edTPA is supported by policy or other requirements, i.e., state licensure, program completion, or program review.

In addition to all implementation support materials offered to campuses at Exploratory and Scaling Up uses of edTPA, the edTPA Materials for Implementation campuses include Assessment Handbooks, to facilitate local evaluation of edTPA portfolios of candidates registered as students at your institution, and to prepare your edTPA candidates to submit their portfolios to Evaluation Systems for official scoring. As an Implementation member, your institution will have access to the edTPA electronic ePortfolio system of Evaluation Systems in which candidates may develop and submit their edTPA portfolios for official scoring by Evaluation Systems, and where authorized faculty may provide feedback to their students within the system.

Candidates may also build their edTPA portfolios and faculty provide feedback within a select set of campus-based platform providers that are fully integrated with the edTPA electronic ePortfolio system of Evaluation Systems. (See edtpa.com for a list of integrated platform providers.)

During the Implementation Level, edTPA participants at your institution (faculty, field supervisors, administrators, etc) who are designated as Authorized Users via edTPA membership will have access to the edTPA Resource Library and Online Community hosted by AACTE at <http://edtpa.aacte.org/>. Prior to accessing the edTPA Materials you must, on behalf of your Institution, agree to the following terms and conditions.

Term

As an Implementation member, Authorized Users at your institution will have access to edTPA Materials on the date first accessed and for as long as use of edTPA at your institution is supported by policy or other requirements, i.e., state licensure, program completion, or program review.

In the event that your Institution breaches any of the terms set forth in this letter, your edTPA Membership and access to the edTPA Materials may be terminated earlier.

Upon expiration or termination of this Agreement, you will no longer have access to the edTPA Materials and you agree to remove the materials from any institutional site where they had been posted, to destroy all copies, and to request that any recipients of the edTPA materials also destroy the edTPA Materials.

edTPA Cost

edTPA candidates will pay the edTPA fee at the time they register for edTPA. Only candidates who register and pay will be eligible to submit their assessment to Evaluation Systems for official scoring and have their scores reported to them and to the institution they designate when they register and to the state if required for licensure.

Vouchers are available for purchase by institutions to be used as determined by the institution to provide full or partial credit for edTPA candidates at the institution. Institutions are responsible for applying vouchers according to the terms and conditions of the vouchers, which will have an expiration date by which they must be used.

Access to Materials

During the Term, edTPA participants at your institution who are designated as Authorized Users via edTPA Membership will have access to the edTPA materials available on the website, edTPA.aacte.org for the purposes of 1) accessing information about edTPA for Implementation-level members, 2) engaging in local evaluation of portfolios of students at your institution, 3) accessing the edTPA electronic ePortfolio system of Evaluation Systems to provide feedback to edTPA candidates at your campus who will submit their edTPA portfolios to Evaluation Systems for official scoring.

Use of edTPA Materials

edTPA Materials are owned by Stanford University and are protected by intellectual property rights, including copyrights and trademarks. Stanford University owns the edTPA Materials, which include assessments, handbooks, rubrics, scorer training materials, including benchmarks, and related materials designated as such and/or copyrighted to Stanford University.

Proprietary technology, methodologies, and other operational supports used in the delivery of edTPA services and related operational materials designated as proprietary and/or copyrighted are owned by Evaluation Systems.

You agree that all of the edTPA Materials provided hereunder are the intellectual property of Stanford University or Evaluation Systems, as designated by copyright or other notice or description of the material. Nothing hereunder will be construed as transferring any intellectual property rights to your Institution. The Institution agrees to maintain the confidentiality of all edTPA Materials designated as such. The edTPA Materials provided under this Agreement will be used only in the educational setting as contemplated in this Agreement.

You agree to advise all faculty, staff, and/or students at your institution that the edTPA Materials should not be shared except as provided in this Agreement. Institutions at the Implementation Level may upload the edTPA Materials to a secure, campus-based platform for the purposes of administering edTPA on campus. In particular, handbooks, rubrics, templates and any other material designated as confidential or secure must not be posted on any website or location that allows public access or distributed in any way that would result in access by individuals who are not participating in edTPA at the Implementation level.

Local Evaluation and Official Scoring

You agree that use of edTPA handbooks, templates, and rubrics may be used by institutions at the Implementation Level to provide formative feedback to edTPA candidates and for local program renewal conversations. Institutions participating at the Implementation level

understand and agree that participation in edTPA at this level requires that edTPA candidates at the institution submit their assessments to Evaluation Systems for official scoring.

edTPA Data

Official scores will be reported to edTPA candidates. Official scores and associated demographic data for edTPA candidates who indicate your institution as their score reporting institution will be reported to your institution via a secure site. If your state requires candidates to pass edTPA as a requirement for licensure in the state, candidate scores will also be reported to the state.

Use of edTPA Data

In the event that your institution generates local evaluation results derived from use of the edTPA at the Implementation Level that are intended to be publicized or referenced in any way, the Institution must notify Stanford or Evaluation Systems of such use. Any references to local evaluation results derived from the Implementation use of edTPA hereunder must disclaim Stanford's and Evaluation Systems' endorsement of these results. edTPA is a trademark of Stanford University, and may not be used in any publications without the prior written consent of Stanford University.

Official candidate scores reported to your institution are intended for institution use only by authorized edTPA users on your campus and should be handled securely and should not be posted, distributed, or disclosed in any other way.

Limitation of Liability

The institution is solely responsible for its use of the edTPA materials provided hereunder, and Stanford, Evaluation Systems, and AACTE make no warranty as to the applicability of the uses of the materials by the institution. To the extent permitted by law, institution agrees to be responsible for all damages to the extent resulting from the negligence or willful misconduct of the institution, its agents or employees done in the conduct of this agreement.

Stanford, Evaluation Systems, and AACTE shall not be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of this agreement.

The Parties agree that there are no third party beneficiaries to this Agreement and that no third party will be entitled to assert a claim against either of the Parties based upon this Agreement. This Agreement contains the entire understanding and agreement between the parties related to edTPA membership and use of edTPA Materials. This Agreement supersedes any and all other agreements and understandings, whether oral or written, related to its subject matter, and may only be amended in writing by the Parties.