



# **PLTW AGREEMENT**

3939 Priority Way South Drive, Suite 200  
Indianapolis, IN 46240

**PLTW Agreement**

AGREEMENT by and between School Board of Clay County Florida (the "Entity"), located in Green Cove Springs, FL and **PROJECT LEAD THE WAY, INC.**, a New York charitable not-for-profit corporation having an address at 3939 Priority Way South Drive, Suite 200, Indianapolis, IN 46240 ("PLTW, INC." and, collectively with the Entity, the "parties").

**WITNESSETH:**

*WHEREAS*, PLTW, INC. has established a comprehensive program and curricula for STEM education (the "**PLTW Program**") and supports a network of school districts, colleges, universities, and private sector collaborators (the "**PLTW Network**"); and

*WHEREAS*, the Entity desires to implement the **PLTW Program**; which consists of various curricular programs (the "**PLTW Curricular Program(s)**") and

*WHEREAS*, the Entity shall have access to all **PLTW Program** curricula and annual updates as well as access to the **PLTW** electronic communication network, online systematic assessment and evaluation, online on-going training, online program support and additional benefits; and

*WHEREAS*, the parties desire to work together to maximize the benefit of the **PLTW Program** to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the **PLTW Program**.

NOW, THEREFORE, the parties agree as follows:

1. Registration and Information.

The Entity has registered online with PLTW, INC. on January 24, 2014 for one or more schools or sites, and identified which **PLTW Curricular Program** it wishes to implement. The Entity represents that the information contained in the registration remains accurate as of the date of this Agreement. In the event that Entity elects to have additional schools or sites added, or elects to make other material changes such as additional **PLTW Curricular Programs**, the Entity must first complete the necessary data entry and/or information reasonably required by PLTW, INC. The registration or site add-on data/information may be amended by PLTW, INC. from time to time in its discretion.

2. PLTW Requirements for Implementation.

The Entity agrees to implement the **PLTW Program** according to the program and implementation requirements established by PLTW, INC. ("**PLTW Program Requirements**" or "**Program Requirements**"), which shall include, but not be limited to, Program Requirements governing, participation fees, sequencing, courses, training, certification or maintenance of program standards, and other aspects of a successful implementation of the **PLTW Program** and **PLTW** courses by participating entities. Program Requirements are available on the PLTW, INC. website and may be modified from time to time by PLTW, INC. in its reasonable discretion.

3. PLTW Curricular Programs.

The Entity agrees to follow the **PLTW** curricula and to meet **PLTW** quality standards and practices including any concurrent student course requirements as reasonably established by **PLTW, INC.** for students to be successful in the **PLTW** Program. Curricula, including concepts and objectives, must be taught in its entirety without interruption or any unauthorized modification. Additional information is found in the Program Requirements.

4. PLTW Software.

The **PLTW** curricula are supported by certain software programs that align with the **PLTW** curricula to provide students with rigorous and relevant application of skills. The Entity must obtain or purchase annual or other available rights to the software programs which are integrated into the **PLTW** Program courses in that academic year. These rights may be subject to limitations established by the owner of the software, which may include school or site restrictions, as outlined in the Program Requirements. If the right to use the software is on an annual basis, then the term for the rights is the then current academic year of this Agreement, after which the Entity must cease the use of the software unless this Agreement is renewed for additional terms. All software shall be subject to the standard end-user license agreement from the software vendor, a copy of which is included with the software, and copyright for each software package remains with its owner and is protected by applicable copyright law. The Entity agrees to maintain reasonable security measures to protect the software, and to prohibit its unlawful use. When not in actual use, the Entity agrees to secure the software. Additional information is found in the Program Requirements.

5. PLTW Curricular Program Participation Fee.

**PLTW** Curricula are provided at no charge to participating schools. For other **PLTW** Program benefits, the Entity will be assessed an annual participation fee for each school or site participating in the **PLTW** Program. The participation fee(s) shall be due and payable no later than August 31<sup>st</sup> of each year this Agreement is in effect. Current participation fees are set forth in the Program Requirements. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development offered by **PLTW, INC.** A full list can be found in the Program Requirements. **PLTW, INC.** may adjust any participation fees on an annual basis in the sole discretion of **PLTW, INC.**, provided, however, that **PLTW, INC.** shall provide notice no later than March 1 of each year of any such increases or decreases for the following academic year. Additional information is found in the Program Requirements.

6. PLTW Partnership Team.

The objective of the **PLTW** Partnership Team is to provide optimal support and to facilitate the operation of the entire **PLTW** Program, while building community support and advocacy. By the end of the second year, the Entity shall establish and operate a **PLTW** Partnership Team and is responsible for selecting all members. Additional information is found in the Program Requirements.

7. Required Training.

A. PLTW Teacher Training. Teachers are required to successfully complete course specific **PLTW** Teacher Training for each **PLTW** course they will instruct. The Entity will select each teacher for participation in the **PLTW** Teacher Training program. It is the sole responsibility of the Entity to ensure that every teacher meets all Federal, State and local requirements to teach each respective **PLTW** course. The Entity shall register each teacher being selected for training with PLTW, INC. by the date required under the Program Requirements. PLTW, INC. reserves the right to accept or reject any training candidate. Additional information is found in the Program Requirements.

B. PLTW Counselor Training. Counselors/Advisors are required to successfully complete **PLTW** Counselor Training. Additional information is found in the Program Requirements.

8. Equipment Used in the PLTW Program.

A. Equipment. To assure that the Entity's school or site facilities properly support the **PLTW** Program, and to provide special purchase or license agreements and other costs savings practices negotiated by PLTW, INC., the **PLTW** Purchasing Manual includes details on equipment, supplies and other items (collectively referred to as "equipment" in this Agreement) that are required to implement the **PLTW** Program. In some instances, it is required that specific equipment (including software), be used due to curricular requirements. Unless specific equipment is required by PLTW, INC., the Entity may implement the **PLTW** Program using equipment purchased from vendors not listed in the **PLTW** Purchasing Manual, provided such equipment meets or exceeds program specifications and adequately supports the **PLTW** Program. The Entity shall be responsible for ensuring that equipment will meet or exceed Program Requirements and adequately support the **PLTW** Program. Additional information is found in the Program Requirements.

B. Safety. The Entity is solely responsible for the safe and proper implementation of the **PLTW** Program at its sites and schools. The Entity hereby covenants and agrees that any facility used to teach the **PLTW** Program shall be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used thereon shall at all times comply with applicable standards and/or customary practices relating to safety and reasonable use. The Entity shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the **PLTW** Program.

9. Assessment and Evaluation of Results.

PLTW, INC. assists and supports participating entities and the quality of the **PLTW** Program through studying and evaluating the effectiveness of the **PLTW** Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that **PLTW** participating entities provide to students. These efforts include the development, validation, and administration of assessments, examinations, surveys and/or other measurement tools on behalf of entities during their participation in the **PLTW** Program. PLTW, INC.'s ongoing studies review longitudinal student achievement data. PLTW, INC. retains data for four to six academic years after a student's estimated matriculation date, after which time the data is destroyed; at the request of the Entity, a copy of the data will be returned to the Entity prior to destruction. In support

of these efforts, Entity acknowledges its participation annually in the **PLTW** systematic assessment and evaluation process. PLTW, INC. will provide, and the Entity will participate in, the **PLTW** online systematic assessment and evaluation process conducted by PLTW, INC. and/or its designated representatives, which includes online teacher registration, online student rostering/registration, and full participation in various assessments, examinations, surveys and/or other measurement tools using technology and other support services provided by PLTW, INC. The Entity and PLTW, INC. acknowledge and agree that the personally identifiable data is confidential, and shall be used, shared and maintained for the purposes set forth above and only in accordance with reasonable privacy/security measures, proper professional practices, student confidentiality and applicable laws, including FERPA. Use or access to any protected data obtained as a result of these studies will be limited to representatives with a legitimate interest in accessing this data and re-disclosure of any personally identifiable information will be done in limited instances only, and only as allowed by, and consistent with, applicable laws. The Entity shall be responsible for implementing annual notifications, record-keeping and other such privacy requirements relating to these services.

#### 10. Delivery of Materials and Communication.

In order to facilitate the delivery of the **PLTW** curricula and other **PLTW** Program materials to the Entity, and to facilitate communication for the **PLTW** Network, PLTW, INC. will use various internet applications and systems. PLTW, INC. shall determine which systems and applications will be used, in its sole discretion, and will implement reasonable security measures to safeguard sensitive data. Schools will implement appropriate measures to facilitate communication with these applications and systems. Additional information is found in the Program Requirements.

#### 11. License.

A. Scope. The Entity acknowledges that PLTW, INC. retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to in this Agreement as “materials”). PLTW, INC. grants to the Entity a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the **PLTW** Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing **PLTW** instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure or distribution of such materials, including but not limited to commercial use, shall be strictly prohibited.

B. Program Identification. **Project Lead The Way, PLTW**, the **PLTW** “atom” logos, **Gateway To Technology, Innovation Portal** and other marks used in the **PLTW** Program are service/trademarks of PLTW, INC. During the term of this Agreement, the Entity shall use the appropriate logos, marks and other identifying materials on all **PLTW** Program materials and communications with faculty, students, officials and community constituents. PLTW, INC. will supply the Entity with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the **PLTW** Program. Upon termination of this Agreement, the Entity shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the **PLTW** Program without the prior written consent of PLTW, INC. All press releases and other public pronouncements involving the **PLTW** Program shall be subject to the advance approval of PLTW, INC. through PLTW, INC.’s designated representative. The Entity agrees to reasonably promote and publicize the **PLTW** Program in order to encourage student participation, and to retain

its distinct character.

C. Termination. The license granted hereunder shall cease upon the earliest to occur of: (i) the termination of this Agreement; or (ii) PLTW, INC. providing sixty (60) days written notice to the Entity of its election to revoke the license. Upon termination of the license all material shall cease to be used and, at the election of PLTW, INC., all materials, including any reproductions thereof, shall be immediately returned to PLTW, INC., and in no event later than fifteen (15) days after the effective date of termination.

12. Representations and Warranties of the Entity.

The Entity hereby makes the following representations and warranties: (a) This Agreement has been duly approved by the governing authority of the Entity, and the person executing this Agreement on behalf of the Entity has been duly authorized to so act by such Entity; (b) This Agreement is a legally binding agreement whose rights and obligations run only between the Entity and PLTW, INC. and the Entity's execution of this Agreement does not create rights in any other party; and (c) The terms of this Agreement do not violate or conflict with the Entity's charter or any other of its rules of governance, the laws of the Entity's State or any subdivision thereof, or any other agreement to which the Entity is a party.

13. Default.

A. Material Breach and Cure Period. Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

B. Non-payment or Failure to Implement Program. If the Entity fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the PLTW Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW, INC. In the event that Entity implements one or more courses, but fails to timely and properly implement the courses required for the Entity's PLTW Curricular Program(s), then, this Agreement may immediately terminate, at the option of PLTW, INC.

C. Other Remedies. In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

14. Term: Annual Renewal of Agreement.

The initial term of this Agreement shall begin as of the date of signing and shall end on June 30<sup>th</sup> of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party terminates the Agreement by notice to the other party in writing no later than April 1 preceding the commencement of the next Contract Year.

15. Protection of Intellectual Property.

The Entity agrees to adhere to any and all restrictions in connection with equipment, software and other intellectual property use agreements between PLTW, INC. and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW, INC. or the owner of the intellectual property. Upon a termination of this Agreement, the Entity shall discontinue use of all software or other intellectual property provided to them pursuant to this Agreement or through special agreements relating to the Entity's participation in the **PLTW** Program. PLTW, INC. assumes no liability for the non-performance of the software or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the software or other intellectual property. The Entity agrees that if it materially breaches these restrictions, its right to use such software or other intellectual property will be terminated and all software or other intellectual property shall be immediately returned to PLTW, INC. or the owner. The Entity shall solely be responsible for any remedies sought by the owner relating to the Entity's breach of these provisions, and PLTW, INC. shall not be liable in any way for such breach.

16. Responsibility of Parties.

To the extent permitted by law, the Entity hereby agrees to indemnify, defend and hold harmless PLTW, INC. from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW, INC. may incur as a result of any negligent or willful act of the Entity or any of its agents or employees or the failure by such Entity to perform any of its representations, warranties, commitments, or covenants under this Agreement.

To the extent permitted by law, PLTW, INC. hereby agrees to indemnify, defend and hold harmless the Entity from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Entity may incur as a result of any negligent or willful act of PLTW, INC. or any of its agents or employees or the failure by PLTW, INC. to perform any of its representations, warranties, commitments, or covenants under this Agreement.

17. Miscellaneous Provisions.

A. Assignment. The Entity is prohibited from assigning to or in any other way enabling any of its rights under this Agreement to inure to any third party without the prior written consent of PLTW, INC. This prohibition on assignment shall be a material term of this Agreement and any violation of this Section shall be a material breach of this Agreement, which shall allow PLTW, INC. to terminate this Agreement.

B. Notices. Legal notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

**If to the Entity:**

School Board of Clay County Florida  
900 Walnut Street  
Green Cove Springs, FL  
32043

**If to PLTW, INC.:**

Project Lead The Way, Inc.  
Attn: PLTW Agreements  
3939 Priority Way South Dr, Ste 200  
Indianapolis, IN 46240  
ph: 877-335-7589

Other notices or communications permitted under this agreement shall be sent via the PLTW electronic communication network.

C. Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

D. Entire Agreement. This Agreement, including any instruments of agreements attached hereto as exhibits or incorporated herein by reference, contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have each executed this Agreement on the dates indicated below.

**School Board of Clay County Florida**

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

By: \_\_\_\_\_

Entity Superintendent or School Board  
President/Chairperson, or their legally  
authorized designee

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Project Lead The Way, Inc.**

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

By: \_\_\_\_\_

Andrea E. Croslyn, Ph.D.  
Executive VP, Chief Operating Officer