

PLTW STEM AGREEMENT

AGREEMENT by and between Mount Diablo Unified School District (the "Entity"), located in Concord, CA and **PROJECT LEAD THE WAY, INC.**, a New York charitable not-for-profit corporation having an address at 21 Corporate Drive, Suite 105, Clifton Park, New York 12065 ("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, training, and additional benefits

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 efficacy of the **PLTW Program**.

NOW, THEREFORE, the parties agree as follows:

1. Registration and Information.

The Entity has registered online with PLTW, INC. on April 11, 2011 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 sites (middle or high school) added, or elects to make other material changes such as additional **PLTW Curricular Programs**, 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 STEM Program Requirements**" or "**Program Requirements**"), which shall include, but not be limited to, Program Requirements governing 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 must be taught in its entirety without interruption or any 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 purchase an annual or other available sublicense (or other applicable rights, collectively herein, the “sublicense”) to the software programs which are integrated into the **PLTW** Program courses in that academic year. The annual sublicense is 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 sublicense is on an annual basis, then the term of the sublicense is for 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 licensor, 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 Biomedical Sciences Curricular Program Participation Fee.**

The Entity will be assessed an annual participation fee of \$2,000 for each school or site participating in the **PLTW** Biomedical Sciences Curricular Program, which shall be due and payable no later than August 1 of each year this Agreement is in effect. 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 of any increases or decreases 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. supports the quality of the **PLTW** Program through studying and evaluating the effectiveness of the **PLTW** Program on an ongoing basis. These efforts include the development, validation, and administration of assessments, examinations, surveys and/or other measurement tools. Further, PLTW INC. engages in the continuous study of the **PLTW** Program for the improvement of instruction that the **PLTW** Network provides to students. In support of these efforts,

Entity agrees to participate in the **PLTW** systematic assessment and evaluation process. The Entity will support full participation in the **PLTW** online systematic assessment and evaluation process conducted by PLTW, INC., including online teacher registration, online student 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 results of this work are confidential and shall only be shared in a manner consistent with proper professional practices, student confidentiality and applicable laws, including FERPA. 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 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, 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 and appropriate training for authorized faculty. Any other use of such materials, including but not limited to commercial use, shall be strictly prohibited.

B. Program Identification. **Project Lead The Way, PLTW, Gateway To Technology** 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, 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 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 30th 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 purchase, lease/sublease, and/or license/sublicense agreements between PLTW, INC. and software producers, assessment providers or other such entities and to take proactive measures to protect intellectual property purchased, leased/subleased and/or licensed/sublicensed 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 return 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. Indemnification.

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.

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 material breach of this Agreement, which shall allow PLTW, INC. to terminate this Agreement.

B. Notices. Any notice or other communication required or permitted 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:

Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA
94519

If to PLTW, INC.:

Project Lead The Way, Inc.
Attn: STEM Agreements
21 Corporate Drive, Suite 105
Clifton Park, NY 12065
ph: 877-335-7589

C. Confidentiality. Except to the extent required by applicable law, the parties to this Agreement understand and agree that the contents of this final Agreement, and the discussions and negotiations between the parties resulting in this final Agreement, shall be maintained as confidential and shall not be disclosed to any third party.

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

E. 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.

Mount Diablo Unified School District

Date: _____

By: _____

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

Name: _____

Title: _____

Project Lead The Way, Inc.

Date: _____

By: _____

Shannon Kete, Acting President and Chief
Operating Officer

Project Lead The Way, Inc
Attn: STEM Agreements
21 Corporate Drive, Suite 105
Clifton Park, NY 12065
ph: 877-335-7589