

## Pedersen, Mark

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**From:** PLTW School Relations <schoolrelations2@pltw.org>  
**Sent:** Thursday, December 19, 2013 9:18 AM  
**To:** Pedersen, Mark  
**Subject:** PLTW Agreement  
**Attachments:** Timberlane Regional School District.pdf; 2014-2015  
\_PLTW\_Program\_Requirements\_FINAL.docx.pdf

Hello,

According to our records your district has an outdated PLTW contract on file. In order to ensure program quality and the best experience for students, we request that your district sign the current PLTW Agreement. Please find attached the 2014-2015 PLTW Agreement and Program Requirements, for your review.

Please note:

- The agreement must be signed by a district level signatory (superintendent, assistant superintendent, etc.). If the signature is from someone other than the individuals mentioned, we must receive confirmation that this person is authorized to do so on the district's behalf – we cannot process the agreement until we have this confirmation.
- Signed agreements should be sent to [SchoolSupport@pltw.org](mailto:SchoolSupport@pltw.org).

If you have questions, please contact our School Support Team (877-335-7589) Monday-Friday 7 AM – 7 PM ET. Thank you for your attention to this matter.

**Patrick Irwin**  
*School Support Representative*  
Project Lead The Way, Inc.  
3939 Priority Way South Drive, Suite 200  
Indianapolis, IN 46240  
toll free: 877.335.PLTW (7589)  
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## PLTW AGREEMENT PROGRAM REQUIREMENTS

*This document and the **PLTW** Agreement each contain legally binding obligations for participating entities. In order for a full understanding of the **PLTW** Program Requirements, the two documents must be reviewed together.*

Entities are required to consult with their State Education Departments and **PLTW** state teams to ensure that they understand and follow important factors and implications in their states, which include funding requirements and opportunities, and state department of education guidelines.

### I. DEFINITIONS

Entity: There are various types of organizations that implement the **PLTW** Program. In order to encompass all of these various types, we are using the term "Entity or entity," which includes districts, participating schools, or other organizations that are authorized to enter into the **PLTW** Agreement with PLTW, INC.

Requirement: A Requirement must be followed when implementing the **PLTW** Program. Unless an entity is provided with a waiver from a Requirement, the Entity is responsible for implementing the Requirement into its **PLTW** Program.

#### PLTW Curricular Programs:

- Pathway To Engineering
- Biomedical Sciences
- Gateway To Technology
- **PLTW Launch**

### II. **PLTW CURRICULAR PROGRAM – PATHWAY TO ENGINEERING**

The **PLTW** engineering curricular program, **Pathway To Engineering** (PTE), is a high school program of study including courses that prepare students for college majors in engineering and engineering technology fields, or other post-secondary experiences related to engineering. The following are the minimum implementation requirements:

The Entity must offer its students a minimum of three **PLTW** Pathway To Engineering courses within a period of three academic years from the date that it commences the curricular program. During the first year of implementation, schools are required to offer at least one of the two foundation courses. In subsequent years, schools should develop a plan to offer both foundation courses and one or more of the specialization courses. These courses are:

#### Foundation Courses:

- Introduction to Engineering Design (IED) (for New York State – Design and Drawing for Production following **PLTW** IED curriculum)
- Principles of Engineering (POE)

Specialization Courses:

- Digital Electronics (DE)
- Computer Integrated Manufacturing (CIM)
- Aerospace Engineering (AE)
- Biotechnical Engineering (BE)
  - Note: Biotechnical Engineering (BE) will sunset after 2016-17 and will be replaced by a new course, Biological Engineering (BioE).
- Civil Engineering and Architecture (CEA)
- Engineering Design and Development (EDD)

Biological  
Eng. →

*Among other factors, it is particularly important that Entities check with their state education departments and **PLTW** state teams to determine state-level minimum course requirements which may be higher.*

All **PLTW Pathway To Engineering** courses require concurrent enrollment in (or satisfactory prior completion of) appropriate grade level math and science courses. Grade level courses should be those that support a student's requirements towards matriculation.

The most recent version of the curricula for each **PLTW** course must be used.

All **PLTW Pathway To Engineering** courses are designed as year-long courses on a standard 45-50 minute schedule. For schools using alternative scheduling formats, for example, double period or block scheduling, these courses can be completed in a semester (or, for example, a trimester) as long as the course is completed in its entirety.

The Entity will determine the sequence of **PLTW** courses for implementation.

### III. PLTW CURRICULAR PROGRAM – BIOMEDICAL SCIENCES

**Biomedical Sciences** (BMS), a high school biomedical sciences curricular program, is a sequence of courses, with each course building on the skills and knowledge students gained in the preceding courses. The following are the minimum implementation requirements:

The Entity must offer its students a minimum of three **PLTW** Biomedical Sciences courses within a period of three academic years from the date that it commences the curricular program. These three courses are:

- Principles of the Biomedical Sciences (PBS)
- Human Body Systems (HBS)
- Medical Interventions (MI)

Additional Biomedical Sciences courses include Biomedical Innovation (BI).

*Among other factors, it is particularly important that Entities check with their state education departments and **PLTW** state teams to determine state-level minimum course requirements which may be higher.*

Schools must offer the **PLTW** courses in sequence. Although the curricular program is designed to be a sequence with students taking one course each year of high school, this does not mean that students cannot take two courses simultaneously.

The most recent version of the curricula for each **PLTW** course must be used.

All **PLTW Biomedical Sciences** courses require concurrent enrollment in (or satisfactory prior completion of) appropriate grade level math and science courses. Grade level courses should be those that support a student's requirements towards matriculation.

All **PLTW Biomedical Sciences** courses are designed as year-long courses on a standard 45-50 minute schedule. For schools using alternative scheduling formats, for example, double period or block scheduling, these courses can be completed in a semester (or, for example, a trimester) as long as the course is completed in its entirety.

#### IV. **PLTW CURRICULAR PROGRAM – GATEWAY TO TECHNOLOGY**

The **PLTW** middle school engineering curricular program, **Gateway To Technology**, is designed to challenge and engage the natural curiosity of students and provide a connection to the PTE and BMS programs.

There are eight **PLTW Gateway To Technology** units. The units are designed for 45 class periods (each approximately 45 minutes long).

Schools implementing the **PLTW Gateway To Technology** Curricular Program are required to offer at least the two foundation units, Design and Modeling (DM) and Automation and Robotics (AR). Both foundation units must be implemented within two years.

Additional **PLTW Gateway To Technology** specialization units that may be offered include the following:

- Energy and the Environment (EE)
- Flight and Space (FS)
- Green Architecture (GA)
- Magic of Electrons (ME)
- Science of Technology (ST)
- Medical Detectives (MD)

**PLTW Gateway To Technology** units shall be offered in a manner consistent with the Entity's existing scheduling format. However, each unit must be taught in its entirety without interruption.

The most recent version of the curricula for each **PLTW** unit must be used.

#### V. **PLTW CURRICULAR PROGRAM – PLTW Launch**

The **PLTW Launch** elementary curricular program is designed to provide primary school students (grades K-5) with the foundations in STEM that will encourage collaboration, analysis, problem solving, and computational thinking and provide a cohesive introduction to the **PLTW** middle and high school programs.

Comp. Science  
→

Intro to Comp Sci  
→

There are 24 elementary modules, with four (4) modules aligned to each grade level which are mapped to Common Core State Standards (CCSS) for math and English and Next Generation Science Standards (NGSS). Each module provides 10 hours of instruction and is designed for flexibility. These modules can be implemented at the grade level chosen by the Entity, provided that the students have the appropriate background in math and science fundamentals to successfully engage in the program.

Modules are designed in pairs so that they can be taught in succession for an extended experience if desired.

**PLTW Launch** modules that may be offered include the following (subject to modification):

Section	Title	Aligned to Standards
K.1	Structure and Function	Kindergarten
K.2	Structure and Function: Pushes and Pulls	Kindergarten
1.1	Light and Sound	1 <sup>st</sup> Grade
1.2	Light: Observing Earth, Sun, Moon, and Stars	1 <sup>st</sup> Grade
2.1	Materials Science: Properties of Matter	2 <sup>nd</sup> Grade
2.2	Materials Science: Form and Function	2 <sup>nd</sup> Grade
3.1	Motion and Stability: Science of Flight	3 <sup>rd</sup> Grade
3.2	Motion and Stability: Forces and Interactions	3 <sup>rd</sup> Grade
4.1	Energy: Collisions	4 <sup>th</sup> Grade
4.2	Energy: Conversion	4 <sup>th</sup> Grade
5.1	Robotics: Power of Automation	5 <sup>th</sup> Grade
5.2	Robotics: Challenge	5 <sup>th</sup> Grade

The most recent version of the curricula for each **PLTW Launch** module must be used.

## VI. PLTW CERTIFICATION

PLTW Program Certification can be attained by a school or site for a program that has demonstrated fidelity of implementation and a high level of program quality. The Entity must complete the **PLTW** Program Certification process individually for each high school curricular program. To achieve **PLTW** Program Certification, entities must execute all required elements of the **PLTW** Agreement and Program Requirements, in accordance with the **PLTW** Program Certification Process.

## VII. PLTW PROGRAM IMPLEMENTATION EXAMPLES

PLTW, INC. encourages collaboration and networking. The Entity will make its participating schools or sites available for observation by other participating entities and exchange information concerning the **PLTW** Program with other participating entities.

### VIII. PARTNERSHIP TEAM

A **PLTW** Partnership Team should be established by the end of the second year and consist of community advisors with backgrounds and qualifications germane to the **PLTW** Curricular Program(s) offered at a participating Entity. Entities with more than one **PLTW** Program can have one **PLTW** Partnership Team for the district. The Entity is responsible for selecting members. Ideally, these representatives will advise on the implementation of high-quality programs and will help nurture and support the academic rigor and relevance of the Program. Partnership Teams can include representatives from local organizations including, but not limited to, business/industry, education, non-profit, or other relevant community stakeholders.

### IX. PARTICIPATION FEES

As stated in the **PLTW** Agreement with additional detail, an annual participation fee is assessed for each school or site participating in a **PLTW** Curricular Program. The fees per program and per school or site are as follows:

Pathway to Engineering (PTE):	\$3,000
Biomedical Sciences (BMS):	\$2,000
Gateway to Technology (GTT):	\$750
PLTW Launch:	\$750

*Missing* [ (PLTW, INC. is honoring our commitment to existing (2012-13 or earlier) **PLTW** schools that purchased the Autodesk **PLTW-ADA** perpetual license by setting the annual Participation Fee for Pathway to Engineering for these schools at \$1,750.) ]

The participation fee covers program support features including; but not limited to:

- Online, on-demand readiness and on-going professional development training for teachers. (Costs for core training are not covered under the participation fee.)
- Required software
- School and technical support
- Student recognition and scholarship opportunities
- Networking opportunities through the **PLTW** Alumni Association
- Post-secondary opportunities, such as college credit and preferential admissions
- Opportunities to interact with **PLTW** corporate partners
- Best practice sharing
- Expanded teacher pipeline

Single sign-on access to a suite of support applications, including but not limited to:

- Learning Management System
- End of Course Assessments
- Teacher Professional Learning Communities
- e-Catalog
- Reporting tools
- Registration and rostering system
- Score reporting tool

As part of its charitable mission, the **PLTW** curriculum is provided at no charge to participating schools.

In addition, optional industry certification opportunities are offered to **PLTW** schools at reduced fees.

**Participation fees are due no later than August 31 of each year. If an Entity does not pay the participation fees by the due date, it may have interrupted access to the program support features or support applications made available by PLTW, INC.**

## **X. TEACHER TRAINING**

**PLTW** Teacher Training is a three-phase professional development program designed to provide educators with the opportunity to increase their depth of content knowledge, skills, and pedagogy related to specific **PLTW** course, unit, or module instruction. The professional development model is structured to empower teachers by focusing on proper preparation, in-depth training, and continuing education.

Readiness Training is the first phase of the **PLTW** Professional Development Model. It is focused on ensuring participants have basic programmatic, technical, and content knowledge prior to participating in pedagogy, skill, and knowledge enhancement training experiences. Participants must successfully complete Readiness Training prior to attending Core Training.

Core Training is the second phase of the **PLTW** Professional Development Model. It is focused on providing participants with an in-depth and hands-on, immersive course-, unit-, or module-specific training experience focused on pedagogy, skill and knowledge enhancement, and creating professional learning communities. Participants must successfully complete Core Training for each **PLTW** course, unit, or module they will teach.

Ongoing Training is the third phase of the **PLTW** Professional Development Model. It is designed to provide **PLTW** teachers with opportunities for continuous professional development to further their understanding related to course, unit, or module specific pedagogy, equipment, software, content, and knowledge.

Training Schema:

- For the PTE, BMS, and **GTT** programs, a Master Teacher who is trained by PLTW, INC. will provide training to teachers in Core Training.
- For the **PLTW Launch** elementary program, an additional role called the Lead Teacher exists. Lead Teachers, who are trained at Core Training by Master Teachers, will be responsible for training additional elementary teachers at their building and provide continued guidance on the implementation and inventory management. The Entity will be responsible for ensuring that all teachers are certified in the module they are teaching.
- Each **PLTW Launch** program implementation will have at least one (1) Lead Teacher per program.

Readiness Training:

- A teacher must successfully complete Readiness Training prior to attending Core Training.
- PLTW, INC. will provide required online, on-demand Readiness Training delivered through the **PLTW** electronic communications network, as part of the participation fee.
- Any additional training necessary for the teacher to successfully complete Readiness Training is the sole responsibility of the Entity.

Teacher Selection:

Teachers instructing a **PLTW** course, unit, or module should have as a minimum a Bachelor's Degree, and be in compliance with applicable state teacher licensure or certification requirements. Additionally, for the **PLTW** Biomedical Science Curricular Program, teachers should have successfully completed at least two semesters of college level biology, and it is preferred that teachers have experience in the techniques and methods of modern biology, molecular biology, or physiology. PLTW, INC. reserves the right to accept or reject teacher candidates for Core Training, and has the ultimate discretion to determine a teacher's successful completion of Core Training. **PLTW** teacher training is open to all licensed teachers and individuals on a certified pathway to licensure. **PLTW Launch** training is open to all licensed teachers, individuals on a certified pathway to licensure, and those individuals from Entities providing the **PLTW** elementary program in a non-school based model.

\***PLTW** teacher training is one qualification for eligibility to teach **PLTW** courses, units or modules. Individuals seeking to teach **PLTW** Curricular Programs are advised to understand state requirements for teaching these programs.

Core Training:

- The Entity must require all teachers to successfully complete course, unit, or module specific Core Training prior to teaching that **PLTW** course, unit, or module to their students.
- The Entity shall be responsible for all fees and expenses associated with Core Training, including costs as determined by the agreement governing such teacher.
- The Entity shall register teachers through PLTW, INC. systems for Core Training. In the event the Core Training is not offered (or is full) within their state, or a scheduling conflict exists, the Entity will contact their in-state Affiliate.
- In the event a participating school or site of the Entity loses a teacher during the academic year, the Entity should contact PLTW, INC. PLTW, INC. will work with the Entity to create a Professional Development Plan to support the teacher until the next available Core Training session.

Ongoing Training:

- All trained teachers must be properly trained in and teaching the latest version of the **PLTW** course, unit or module.
- All **PLTW** Program revisions will be released with ongoing training focused on updates for that **PLTW** course, unit or module. All trained teachers must complete ongoing training for **PLTW** Program updates through one of the following options:

## PLTW, INC. 2014 - 2015

- Online, On-demand Training: PLTW, INC. will provide required online, on-demand training as part of the participation fee.
- Repeat of Core Training: PLTW, INC. permits previously trained teachers to repeat Core Training. The Entity shall be responsible for all fees and expenses associated with Core Training.

### Update Training:

- PLTW, INC. encourages all trained teachers to participate in update training: on-site professional development opportunities offered through the **PLTW** Affiliate network,
- **PLTW** Affiliates, as deemed appropriate and necessary, will provide on-site, update training. The Entity will be responsible for all fees and expenses associated with on-site training.

## XI. COUNSELORS AND OTHER SCHOOL SUPPORT

The **PLTW** Counselor Conference is a professional development conference for school counselors, post-secondary advisors, principals, teachers and school administration to learn more about the **PLTW** Program as well as why and how they should encourage students to enroll in the **PLTW** Program.

### **PLTW** Counselor Training:

- **PLTW** Affiliates provide **PLTW** Counselor Training annually, in the form of a Counselor Conference.
- Although it is suggested to have all advisors/counselors attend a **PLTW** Counselor Conference at least once, each participating school or site of the Entity will send a minimum of one advisor/counselor per annual conference, giving priority to the counselor (or equivalent) in the first year of implementation.
- The Entity will permit the attendance of appropriate advisors/counselors and shall pay all fees and expenses in conjunction with this **PLTW** Counselor Training.

## XII. SOFTWARE AND EQUIPMENT

### Teacher Equipment:

The Entity shall provide each teacher selected to participate in the **PLTW** Teacher Training program with a laptop computer and software (each meeting the specifications established by PLTW, INC.), to be delivered to the teacher prior to attending Core Training. In addition, teachers of the **PLTW Launch** program should also be provided with a tablet. The laptop (and tablet, as applicable) must be able to support the software required by the curricular program over time. The laptop computer and software will be used in the **PLTW** Teacher Training program as well as throughout the instruction of the **PLTW** Program at each participating school or site of the Entity. The laptop computer and software shall remain in the possession of and be for the sole use of the teacher as long as the teacher is teaching **PLTW** courses, units or modules.

Prioritization of Use:

The use of the equipment and software by students participating in the **PLTW** Program shall take precedence over all other use. No other program or activity or student internships will interfere, substitute for or reduce student contact time in connection with the **PLTW** Program.

Required Equipment, Software and Terms:

As stated in the **PLTW** Agreement, there are requirements with respect to software for use with the **PLTW** Curricular Programs.

Required software is listed, by course, unit or module, in the Software Table, as found on our web site.

Annual software rights are subject to limitations established by the owner of the software, which are outlined in the Software Reference Document, as found on our web site.

Required equipment for implementing the **PLTW** Program includes any of the items designated as sole source in the **PLTW** e-Catalog.

Note: The **PLTW** Agreement should be reviewed closely for guidance on the requirements of all equipment to meet or exceed state specifications.

### **XIII. SAFETY**

PLTW, INC. does not control the day-to-day implementation of the **PLTW** Program by the entities; safety in the delivery of the **PLTW** Program is the sole responsibility of the entities. It is therefore important for each Entity to implement appropriate safety protocols for the implementation of the **PLTW** Program at its participating schools and sites, including any required, recommended or appropriate training for faculty/staff, and adherence to required, recommended or appropriate safety measures and appropriate supervision of students.

### **XIV. ASSESSMENT AND EXAMINATIONS**

Each entity must administer the most current version of the End-of-Course (EoC) Assessment provided by PLTW, INC. to its students at the end of each High School Curricular Program course (excluding the *Engineering Design and Development<sup>TM</sup>* and *Biomedical Innovation* courses). The Entity shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW, INC. in its sole discretion. The Entity must administer the EoC Assessments in accordance with guidelines specified by PLTW, INC, and any deviation from those guidelines must be preapproved and documented. PLTW, INC. shall take reasonable measures to ensure that protected student information is safeguarded and kept private in accordance with applicable law.

### **XV. DATA PRIVACY AND SECURITY**

PLTW, INC. works to ensure that data and other records are protected in keeping with the letter and spirit of applicable law. Education records are administered consistent with the Family Educational Records and Privacy Act ("FERPA") and other applicable laws. PLTW,

INC. may also have access to other information which is not subject to these laws. PLTW, INC. implements reasonable safeguards and precautions to secure data and protect against unauthorized access to its systems and data, and generally will only share information that it collects or receives as required for administrative purposes, to further its charitable mission, or as permitted by law.

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. 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. (De-identified data may be retained in a secure area and used for historical purposes relating to the continued support of the **PLTW** Program.) The Entity will annually 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.

#### **XVI. LICENSE TO PLTW MATERIALS**

Any use or distribution of **PLTW** materials (which includes the marks, curricula, framework, methodologies, processes, information, materials and other intellectual property owned by PLTW, INC.) is subject to the terms and limitations of the license provided to each entity in its agreement with PLTW, INC. No participating entities may post or otherwise distribute **PLTW** curricular and assessment materials on the internet or any extranet. PLTW, INC. has made a significant investment in curricular and assessment materials (which includes items such as the curriculum, teacher training materials, assessments, answer keys and all other such materials), as well as its framework, methodologies and processes, in order to achieve its charitable mission, and has developed these materials in accordance with rigorous standards. If **PLTW** materials are not appropriately protected, this would compromise the integrity of these materials, increase program costs and impair the viability of the **PLTW** Program and PLTW, INC.'s charitable mission.

## XVII. MARKETING AND PUBLIC RELATIONS

PLTW, INC. recommends entities to market the **PLTW** Program in the following ways:

- Advertise the **PLTW** Program's existence in the school via a banner or display near the entrance of the school – this may be done through a certification banner, **PLTW** Program general banner, or flag, which can be purchased via shopPLTW.org.
- Use the official and current logo and boiler plate language in marketing materials and press releases that include information about the **PLTW** Program.
- Mention the school's participation in the **PLTW** Program, along with the **PLTW** logo, on the school or district's website.

Approved logo files and boiler plate language are available by request from PLTW, INC.'s Communications Department. Past (obsolete) **PLTW** logos should not be used in a school or on program materials. PLTW, INC. requires that any marketing or communications materials that include information about PLTW, INC. be submitted for prior approval. PLTW, INC. has a dedicated communications staff that will review requests and respond within four business days of an entity or site's/school's request. PLTW, INC. encourages entities to work with the organization to promote the **PLTW** Program in a manner that is consistent with the national branding of the organization.

## XVIII. INTERNET TECHNOLOGIES AND ELECTRONIC COMMUNICATIONS

PLTW, INC. will leverage a variety of internet applications and systems to facilitate the delivery of content and curriculum to teachers and students across the entire network. PLTW, INC. shall determine these systems at its sole discretion and will ensure that proper security is provided to safeguard sensitive data. PLTW, INC. will use these systems from time to time to communicate with members of the **PLTW** network. The Entity shall ensure that it has employed sufficiently current web browser technology to allow teachers and students to access the PLTW, INC. systems. This could include emails sent from PLTW, INC. to **PLTW** network members, notifications in various systems such as online assessment platforms or other internet based systems. **In order to facilitate these various types of communications including email communication with schools and teachers, the Entity shall add the PLTW.org domain name to safe sender or white list registers at the district, school and individual user levels.** In the case of organizations with firewalls or other filtering technology in place to support their security needs, the Entity shall make accommodations to its infrastructure to ensure that PLTW, INC.'s electronic communications are received by recipients within the Entity's network. In cases where PLTW, INC. uses specific internet based systems for delivery of curriculum, assessments or other relevant content to schools, teachers and students, the Entity shall ensure annually that all programs and users are properly registered and rostered into these systems in keeping with the policies and procedures PLTW, INC. puts in place to ensure secure access to relevant information.

## XIX. IMPORTANT ADDITIONAL REQUIREMENTS

In the event that the Entity does not implement the **PLTW** Program for the fall or spring semester of the academic year immediately following the date of this Agreement (for any of Entity's sites or schools registered as of the date of the agreement), or for the fall or spring semester following registration, as applicable (for any of Entity's sites or schools registered

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after the date of this agreement), then the Entity must notify PLTW, INC. within ten days of the commencement of the then academic year to determine a mutually agreeable new implementation schedule.

Entity agrees to support the program administratively. Currently, a key role in the process is the District Administrator (or their delegate) who at a minimum must manage the related Agreement processes and also keep contact information updated.

Thank you for your close review of these important Program Requirements, which are legally binding as part of the **PLTW AGREEMENT**. If you have any questions, please contact the **PLTW School Support Team**.



# PLTW AGREEMENT

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

## PLTW Agreement

AGREEMENT by and between Timberlane Regional School District (the "Entity"), located in Plaistow, NH 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 December 19, 2013 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:**

Timberlane Regional School District  
36 Greenough Road  
Plaistow, NH  
03865

**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.

**Timberlane Regional 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: \_\_\_\_\_  
Andrea E. Croslyn, Ph.D.  
Executive VP, Chief Operating Officer