



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 04/09/24

Item Title: PLTW/District Transformation  Action  
Training Agreement  Information  
 Discussion

### BACKGROUND:

The Career & Technical Education requests the approval to enter Training Agreement with Project Lead The Way, Inc. (PLTW). The Training is comprised of a 5-day 4/8-12/2024 Automation and Robotics training. In this training, teachers focus on the application of the engineering design process to solve problems while integrating all three PLTW pathways (Biomedical Science, Computer Science, and Engineering). At the end of this training, teachers are prepared to implement the Automation and Robotics unit in their own classroom.

### FISCAL IMPLICATIONS:

ESSER funding \$22,500.00

### RECOMMENDATION:

Recommend approval to enter Training Agreement with Project Lead The Way, Inc. that will cost \$22,500.00 and will take place 4/8-12/2024.

Benita Villarreal  
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CFO

Dr. Jesus H. Chavez, Superintendent

Reviewed by: Staff Attorney

Beatriz Hernandez

Approved by: Deputy Supt/Chief Officer

## Roxanne Eckstein

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Thursday, March 21, 2024 12:40 PM  
**To:** Roxanne Eckstein; Kevin O'Hanlon; Lea Ohrstrom  
**Cc:** Minerva Almanza; Miguel Salinas  
**Subject:** Re: Training Agreement Project Lead the Way

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Good afternoon,

Approved.

Priscilla

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Thursday, March 21, 2024 11:25 AM  
**To:** Priscilla Lozano <plozano@808West.com>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>  
**Cc:** Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>  
**Subject:** RE: Training Agreement Project Lead the Way

Ms. Lozano,

Please see the attached for your final approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*

**Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400**  
**Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Tuesday, March 12, 2024 8:11 AM  
**To:** Roxanne Eckstein <reckstein@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>  
**Cc:** Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>  
**Subject:** Re: Training Agreement Project Lead the Way

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Good morning,

Please see attached with edits.

Sincerely,  
Priscilla

— ODC —  
O'HANLON, DEMERATH & CASTILLO  
Attorneys and Counselors at Law

*Priscilla A. Lozano*

Partner  
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Austin, Texas 78701  
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Email: [plozano@808west.com](mailto:plozano@808west.com)  
[www.808west.com](http://www.808west.com)

---

**From:** Roxanne Eckstein <[reckstein@bisd.us](mailto:reckstein@bisd.us)>  
**Sent:** Thursday, March 7, 2024 3:11 PM  
**To:** Kevin O'Hanlon <[kohanlon@808West.com](mailto:kohanlon@808West.com)>; Lea Ohrstrom <[lohrstrom@808West.com](mailto:lohrstrom@808West.com)>; Priscilla Lozano <[plozano@808West.com](mailto:plozano@808West.com)>  
**Cc:** Minerva Almanza <[malmanza1@bisd.us](mailto:malmanza1@bisd.us)>; Miguel Salinas <[miguelsalinas@bisd.us](mailto:miguelsalinas@bisd.us)>  
**Subject:** Training Agreement Project Lead the Way

Ms. Lozano,

Please see the attached for your review and approval for the April 9<sup>th</sup> board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*

**Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400**  
**Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**



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## District Transformation Training Agreement

<b>Effective Date</b>	3/19/2024
<b>PLTW Program Participant:</b>	Brownsville Independent School District
<b>Training:</b>	Automation and Robotics
<b>Training Date(s):</b>	4/8/2024 to 4/12/2024
<b>Location:</b>	Brownsville Career & Technical Education 1905 E. 6th St. Brownsville, TX 78521
<b>Materials Shipping Address:</b>	1905 E. 6th St. Brownsville, TX 78521
<b>Attention to:</b>	Josie Montes & Erika Sikes
<b>Billing Address:</b>	1900 E. Price Rd. Brownsville, TX 78521
<b>Contact Email:</b>	mdhernandez@bisd.us
<b>Program Participant</b>	Erika Sikes
<b>Primary Contact:</b>	esikes@bisd.us
<b>Program Participant</b>	Josie Montes
<b>Secondary Contact:</b>	jmontes@bisd.us
<b>PLTW Primary Contact:</b>	Training Operations Team training@pltw.org

This District Transformation Training Agreement (the "**DTT Agreement**") is entered into by and between Project Lead The Way, Inc., ("**PLTW**"), and Brownsville Independent School District, (the "**Program Participant**"), and is effective as the date of the last signature below, ("Effective Date").

PLTW and the Program Participant agree as follows:

### 1. General

- a. Terms not otherwise defined below shall have the meaning given to them above.
- b. This DTT Agreement supplements the underlying agreement executed by the parties on 8/5/2019 incorporated herein by reference (the "**Agreement**"). In the event of a conflict, the Agreement shall be given precedence.
- c. The Training is comprised of a 5-day Automation and Robotics (Gateway) training. In this training, teachers focus on the application of the engineering design process to solve problems while integrating all three PLTW pathways (Biomedical Science, Computer Science, and Engineering). At the end of this training, teachers are prepared to implement the Automation and Robotics unit in their own classroom. No more than thirty (30) trainees from **Brownsville Independent School District** shall attend the Training.
- d. Training begins at 8:00am local time and ends at 5:00pm local time. Lunch is held from



12:00-1:00pm local time.

- e. Each trainee who successfully completes the Training shall earn a PLTW Automation and Robotics credential.

## 2. PLTW Responsibilities

In order to carry out the Training at the Location on the Training Date(s), PLTW shall provide the following to Program Participant:

- a. Access to all systems required for completion of the Training;
- b. All materials and supplies necessary to carry out the Training, unless otherwise specified in this DTT Agreement; and
- c. Certified program trainers.

## 3. Program Participant Responsibilities

In order to support the Training, Program Participant will provide:

- a. A collaborative training space available during business hours (7:00 am to 5:30 pm) starting one day prior to the Training Date(s) through the close of business on the last day of the Training Date(s). This space shall:
  - i. Comfortably accommodate twenty-four (24) trainees, two (2) trainers and all required equipment; and
  - ii. Have proximity and access to supportive facilities including restrooms and a separate space for eating lunch.
- b. Adequate parking for trainees and PLTW personnel;
- c. Internet access at a speed of 756-758 kilobits per second;
- d. Wifi strength sufficient to continuously support 3 devices for each trainee;
- e. A white board, video projector and screen, chart and audio/speakers;
- f. Classroom supplies such as:
  - i. Power cords for device recharging
  - ii. 3 x 3 or 2 x 2 Sticky Notes (6 pads)
  - iii. Chart Paper Tablet (1 tablet of 25 sheets)
  - iv. Markers (6 packs of 8 colored markers)
  - v. Gallon and Quart Sized Baggies
- g. A supply location where supplies can be safely stored prior to the Training;
- h. All necessary IT support, including:
  - i. Ensuring trainees arrive with necessary technology, including a laptop with word processing capability;
  - ii. Secure network access for PLTW personnel; and
  - iii. Contact information for a designated IT contact person who shall be available by phone through the duration of the Training;
- i. Catering for trainees and PLTW trainers including morning coffee, lunch, and snacks.



Additionally, Program Participant shall be responsible for ensuring that Trainees attend the Training in full and complete all assignments, including those that extend beyond the training hours. Program Participant will also provide any documents, forms, and/or other materials, including but not limited to attendance sheets, as may be required by Program Participant and/or Program Participant's state to facilitate trainees' receipt of continuing education credits for Training. Program Participant must provide a list of trainees at least two (2) weeks prior to the Training but may arrange for substitutes up to two (2) days prior to the first day of Training.

#### 4. Fees & Payment Terms

Program Participant will pay the training fee of \$22,500.00, (the "**Training Fee**"), within thirty (30) days of receipt of an invoice from PLTW in accordance with Texas Government Code 2251.021(b).

#### 5. Cancellation

If the Program Participant cancels the Training, the Program Participant shall be liable for payment of the full amount of the Training Fee. In the event of any cancellation by Program Participant, Program Participant agrees to reimburse PLTW for all reasonable travel expenses incurred prior to the Training Date(s). Program Participant acknowledges and agrees cancellation fees will not be applied to future training events. PLTW, in its sole discretion, may cancel the Training at any time prior to the start of the first day of Training; in the event, PLTW elects to cancel the Training, Program Participant will not be charged the Training Fee.

#### 6. Force Majeure

Neither party shall be liable for failure or delay in performing under this DTT Agreement that is due to causes beyond its reasonable control such as natural catastrophes, governmental acts or omissions, or labor strikes. In the event of such occurrence, the parties shall endeavor to identify a new Training Date; however, if the parties cannot agree to new Training Date, this DTT Agreement shall terminate without penalty to either party.

#### 7. Health and Safety Protocols

Program Participant and its Trainees must follow all federal, state and local health and safety guidelines and/or protocols in place at the time of the Training, including any requirements or protocols issued by Trainees' employer(s). PLTW reserves the right to require compliance with any of its health and safety protocols during the Training and will make such information available within the registration process and via additional communication channels as applicable.



#### 8. Independent Contractor Status

The parties agree that the relationship created by this DTT Agreement is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and other benefits of any kind, as required by law, for its own employees.

#### 9. Governing Law

This Agreement will be construed in accordance with and governed by the laws of the State of Texas without regard to its conflict of law provisions. Vendor agrees to comply with applicable Federal laws.

#### 10. Entire Agreement

This DTT Agreement, and any additional document attached hereto as an exhibit and/or as otherwise incorporated herein by reference, constitute the entire understanding between the parties with respect to the Training.





The undersigned acknowledge they are duly authorized to execute and have executed this DTT Agreement on the dates written below.

Program Participant

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

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

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

\_\_\_\_\_ Date \_\_\_\_\_

Name: Samuel F. Cox

Title: EVP & Chief Operations and Logistics Officer





## Terms and Conditions

These terms and conditions outlined in this agreement ("**Agreement**") are between Brownsville Independent School District, located in TX, (the "**Program Participant**") and PROJECT LEAD THE WAY, INC. ("**PLTW**").

PLTW has established a comprehensive education program (the "**Program**"), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is

responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. 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 Program Participant must cease the use of the software unless this Agreement is renewed for additional terms. The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. Current participation fees are set forth in the Participation Form. 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. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is

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the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "equipment") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW

Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment ("EOC Assessments") provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as "data"). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student's estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant

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by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant's control.

**12. Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

- (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable

information by contacting the PLTW Solutions Center team;

- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;
- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;
- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and
- (12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

**13. License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as "materials"). PLTW grants to the Program Participant 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 Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing

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instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way, PLTW*, the PLTW "atom" logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program's distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW's marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW's trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

**14. Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements

between PLTW 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 or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

**15. Representations of the Program Participant.**

(a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act

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(CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. **Default.** (a) 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) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) 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.

17. **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 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW 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 may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant 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 Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** 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 Program Participant:

Brownsville Independent School District  
1900 East Price Road  
Brownsville, TX 78521

If to PLTW:

Project Lead The Way, Inc.  
Attn: Program Agreements  
3939 Priority Way South Drive,  
Suite 400  
Indianapolis, IN 46240  
ph: 877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.

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

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

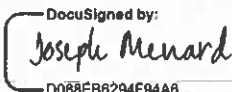
24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is

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signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

Date: 8/5/2019

By:  Joseph Menard  
D088EB6294F94A6...

*Program Participant or its legally authorized designee*

Date: July 31, 2019

By: Glade T. Montgomery

*Glade Montgomery  
Senior Vice President and Chief of Staff*

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## PLTW Participation Confirmation

This Participation Form is the Program Participant's commitment to purchase the PLTW Programs listed below and is effective on the date that this Participation Form has been signed by the Program Participant and PLTW.

### **Brownsville Independent School District**

1900 East Price Road ,  
Brownsville TX, 78521

### **Program Coordinator**

Joseph Menard  
jjmenard@bisd.us

### **Program Coordinator**

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## New PLTW Programs

### PLTW Computer Science (9-12)

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Site Name	Implementation Year
Homer Hanna High School	2019-2020
Lopez Early College High School	2019-2020
Rivera Early College High School	2019-2020

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## Active PLTW Programs

Site Name	Program Name	Implementation Year
Gladys Porter Early College High School	Engineering	2019-2020
Gladys Porter Early College High School	Biomedical Science	2019-2020
Homer Hanna High School	Biomedical Science	2019-2020
Homer Hanna High School	Engineering	2019-2020
James Pace High School	Biomedical Science	2019-2020
James Pace High School	Computer Science	2019-2020
James Pace High School	Engineering	2019-2020
Lopez Early College High School	Engineering	2019-2020
Lopez Early College High School	Biomedical Science	2019-2020
Rivera Early College High School	Engineering	2019-2020
Rivera Early College High School	Biomedical Science	2019-2020
Veterans High School	Engineering	2019-2020
Veterans High School	Biomedical Science	2019-2020

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This Participation Form and the PLTW Terms and Conditions constitute the entire understanding between the parties during the Term of this Agreement.

Date: 8/5/2019

By: DocuSigned by:  
*Joseph Menard*  
D088EB6294F94A6  
*Program Participant or its legally authorized designee*

Date: July 31, 2019

By: *Glade T. Montgomery*  
*Glade Montgomery*  
*Senior Vice President and Chief of Staff*

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