

SCHOOL DISTRICT AGREEMENT 2007-08

AGREEMENT by and between Keller Independent School District (the "School District"), located in Keller, TX and **PROJECT LEAD THE WAY, INC.**, a New York not-for-profit corporation having an address at 747 Pierce Road, Clifton Park, New York 12065 ("PLTW, INC." and, collectively with the School District, the "parties").

WITNESSETH:

WHEREAS, PLTW, INC. has established and is supporting a working relationship among school districts, colleges and universities, and the private sector to provide a high school and middle school engineering and technology curricula; and

WHEREAS, PLTW, INC. seeks to establish and support a working relationship with school districts to provide a high school and middle school engineering and technology curricula ("Project Lead The Way®" or the "Program"); and

WHEREAS, the School District desires to implement one or more segments of the Program; and

WHEREAS, the parties desire to work together and with others through Project Lead The Way to maximize the benefit of the Program to students by maintaining the quality standards and practices of the Program.

WHEREAS, each school year PLTW, INC. will secure from leading engineering software publishers (the "Publishers") licenses to use the Publishers' latest versions and editions of software selected by PLTW, INC., to be used exclusively by all participating schools in teaching the Program courses (the "Designated Software"); and

WHEREAS, it is anticipated that the licenses shall allow PLTW, INC. to sublicense the Designated Software to schools participating in the Program for the purpose of teaching Program courses; and

WHEREAS, it is anticipated that each year PLTW, INC. will make available to all participating school districts the use of the Designated Software pursuant to a sublicense between PLTW, INC. and the school district; and

NOW, THEREFORE, the parties agree as follows:

1. Scope of School District Implementation.

A. School District Application. The School District has submitted an application to PLTW, INC. dated 1/12/2007 in conjunction with its desire to implement the Program. The School District represents that the information contained in the application remains accurate as of the date of this Agreement.

B. Separate School Applications. The School District agrees that any time a high school or middle school within its district seeks to implement the Program, the School District shall first submit an additional separate high school and/or middle school application on behalf of each such school. No school within the School District shall be admitted to the Program without the prior written approval of PLTW, INC. The application forms may be amended by PLTW, INC. from time to time in its discretion.

2. High School Program.

A. Required Course Offerings. The Project Lead The Way high school program (the “High School Program”) shall consist of a minimum of four (4) courses, each worth one (1) credit. The School District agrees that if it elects to implement the High School Program, it shall offer its students at least four (4) courses within a period of four (4) school years from the date that it commences the High School Program. In future years, Project Lead The Way may offer additional course options for schools to consider.

B. Concurrent Student Course Requirements. The School District agrees that a student’s concurrent enrollment in a college preparatory mathematics course shall be a prerequisite for a student’s enrollment in any High School Program course. The School District agrees to use its best efforts to ensure that students participating in the High School Program will, at a minimum, be capable of meeting a two-year college mathematics requirement by the end of their completion of the High School Program. Within this format, the School District agrees to follow the Project Lead The Way curriculum and to meet Project Lead The Way quality standards and practices.

3. Middle School Program.

Dependent on the classification of the school’s program, the Project Lead The Way middle school program (the “Middle School Program”) shall consist of one of the following: (a) schools who are offering a Basic Middle School Program must offer a minimum of two (2) units, each having a duration of ten (10) weeks; (b) schools who are offering an Advanced Middle School Program must offer a minimum of four (4) units, each having a duration of ten (10) weeks. Both Basic and Advanced Middle School Programs must offer the Design and Modeling and Automation and Robotics units. The School District agrees that if it elects to implement the Basic Middle School Program, each participating school within the School District shall implement both units within two years or less. The School District agrees that if it elects to implement the Advanced Middle School Program, each participating school within the School District shall implement all four units within three years or less. Program units shall be offered in a manner consistent with the school’s existing scheduling format. Individual units may be offered in a different sequence if necessary. However, each unit must be taught in its entirety without interruption. Within this format, the School District agrees to follow the Project Lead The Way curriculum and to meet Project Lead The Way quality standards and practices. In future years, Project Lead The Way may offer additional units of study for schools to consider.

4. Use of Designated Software

A. Exclusive Use. The School District agrees to use the Designated Software exclusively in teaching all Program courses.

B. Sublicense. The School District agrees to annually purchase its right to use the Designated Software from PLTW, INC. or its designated reseller. The School District's conditional purchase obligation shall be limited to those software programs comprising the Designated Software which are necessary to teach the Program courses to be offered by the School District in that school year.

5. Model Program.

The School District agrees that the Program as implemented within its district will serve as a Project Lead The Way Program model for other school districts. The School District will make its program available for observation and inspection by other school districts and will exchange information concerning the Program with other school districts, whether or not such school districts have currently implemented the Program.

6. Strict Adherence to the Program Guidelines.

The School District agrees to implement the Program courses according to Program guidelines established by PLTW, INC., which shall include, but not be limited to, guidelines governing the implementation of the Program and Program courses by urban, suburban or rural schools, as the case may be. Program guidelines may be modified from time to time by PLTW, INC. (and only by PLTW, INC.) in its discretion. The School District may exceed the minimum instructional requirements of the Program in order to enhance the Program. The School District agrees that no other program or activity or student internships will interfere, substitute for or reduce student contact time in connection with the Program. In the event that the School District does not implement the Program courses for the fall semester of the school year immediately following the date of this agreement, then the School District must notify the Project Lead The Way Vice President of Operations within ten (10) days of the commencement of the school year to determine a new implementation schedule which is agreeable to PLTW, INC. In the event that a new implementation schedule cannot be agreed upon by PLTW, INC. and the School District, then this agreement shall be immediately terminated.

7. Project Lead The Way Faculty and Counselor Development.

A. Training Program. The Project Lead The Way faculty development program shall consist of three phases: (i) Phase I: Assessment and Readiness Training, (ii) Phase II: Core Training, and (iii) Phase III: Ongoing Training. The purpose of the faculty development will be to learn the advanced technology and pedagogical skills needed to teach the Program curriculum. The extent of such training, determined from time to time by PLTW, INC., is further described in paragraph E in this Section. Teachers may only register for Phase II: Core Training if the School District has executed a school district agreement approved by PLTW, INC. by June 1 of the year that training will be held.

B. Selection of Teachers. The School District will recommend teachers from its district for participation in the Project Lead The Way faculty development program. The School District shall identify each teacher being recommended for training to PLTW, INC. by the date required under the guidelines published by PLTW, INC. governing the implementation of the Program. PLTW, INC. reserves the right to accept or reject any

training candidate. Teachers instructing a Project Lead The Way course must have as a minimum a Bachelor's Degree.

- C. Required Training. All teachers must have satisfactorily completed Phase I: Assessment and Readiness Training and Phase II: Core Training before commencing Project Lead The Way instruction and must regularly participate in Phase III: Ongoing Training in order to continue Project Lead The Way instruction. All Phase II: Core Training provided to a teacher participating in the Project Lead The Way faculty development program must be directly tailored to the teacher's Program course assignment for the upcoming school year. If a teacher does not satisfactorily complete Phase II: Core Training, then the teacher may proceed with instruction in the Program for the school year following such Phase II: Core Training, subject to improvement guidelines established by PLTW, INC. in collaboration with the School District, and must again complete Phase II: Core Training (in accordance with guidelines established by PLTW, INC. in collaboration with the School District) the next time it is offered. No other training shall serve as a substitute for Phase II: Core Training or Phase III: Ongoing Training authorized and overseen by PLTW, INC.
- D. Equipment Purchases. The School District shall purchase a laptop computer and software (each meeting the specifications established by PLTW, INC.) for each of its teachers accepted into the faculty development program, to be delivered to the teacher by the date required under the guidelines published by PLTW, INC. governing the implementation of the Program. The laptop computer and software shall be used in all three phases of the faculty development program. The School District agrees that 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 Program courses.
- E. Training Phases.
- i. Phase I: Teacher Assessment and Readiness Training. PLTW, INC. will offer an assessment for the teachers accepted for training. The teacher must complete and submit the assessment to PLTW, INC. by May 1. The School District shall be required to cover the cost of any readiness training identified through such assessment. This training, if needed, will occur prior to Phase II: Core Training.
 - ii. Phase II: Core Training. Core Training shall be available during a summer institute at an affiliated training center within the state in which School District is located ("National Affiliate Training Center"), or, if there is no National Affiliate Training Center within the State in which School District is located, then at one of the Project Lead The Way national training centers (a "National Training Center") or at a National Affiliate Training Center in another state. The School District agrees to pay all fees and expenses as specified by the National Affiliate Training Center or National Training Center, as the case may be, as well as transportation costs for each of its teachers attending training, as well as any daily stipend as determined by the collective bargaining agreement governing such teacher.
 - iii. Phase III: Ongoing Training. PLTW, INC. shall provide ongoing training of teachers who have completed Phase II: Core Training. Phase III: Ongoing Training shall be conducted via distance learning through the Virtual Academy on PLTW, INC.'s website. PLTW, INC. shall provide such training without charge. The

School District, in its discretion, may supplement Phase III: Ongoing Training by sending teachers for Phase II: Core Training in order to refresh and improve their skills, but shall be responsible for all fees and expenses as provided in subparagraph (ii) above.

- F. Counselor Training. Counselor Training will occur annually, in the form of a “Counselor Conference” at multiple sites. The School District agrees to pay all fees and expenses in conjunction with this conference. Although it is suggested to have all counselors attend the conference at least once, the School District agrees to send a minimum of one counselor per participating high school and middle school site (including nonparticipating “feeder” middle schools) every three years.

8. Partnership Team.

By the end of the second year, the School District will establish and operate a partnership team consisting of technology community advisors and School District teachers teaching the Program, and in accordance with such guidelines as may be established by PLTW, INC. from time to time. Community advisors will be selected by the School District. The objective of the Partnership Team is to provide optimal support for teachers and students and to facilitate the operation of the entire Program in the School District.

9. Equipment and Software.

- A. Guidelines. To assure that the School District’s facilities properly support the program standards, the School District agrees to adhere to the following guidelines with respect to the purchase and use of equipment:

- i. Except as provided for specifically in the Agreement, it shall only purchase or lease equipment and software for the Program from an approved list provided by PLTW, INC. and/or as provided by special purchase or lease agreements negotiated by PLTW, INC. and may take advantage of other cost savings practices intended to obtain quality equipment and supplies to support the Program. Notwithstanding the preceding sentence, the School District may provide the Program curriculum using equipment purchased from vendors not specifically approved by PLTW, INC., provided: (i) such equipment has specifications that meet or exceed Program specifications, (ii) such equipment adequately supports the Program Curriculum and (iii) the School District obtains the prior written consent from PLTW, INC., which consent shall not be unreasonably withheld.
- ii. The use of the equipment and software by students participating in the Program shall take precedence over all other use.
- iii. The School District hereby covenants and agrees that any facility used to teach the Program shall be adequately equipped to operate the equipment and that such facility and any equipment used thereon shall at all times comply with applicable standards of safety and reasonable use.

10. Assessment of Results.

- A. Monitoring Results by School District. The School District agrees to follow the Project Lead The Way systematic evaluation process and track the progress of each of its students throughout the student's participation in the Program and also to conduct annual graduate follow-up surveys as organized through the systematic evaluation process. The School District agrees to permit sharing of the results of this work with PLTW, INC. and with other schools in a manner consistent with proper professional practices and student confidentiality.
- B. Examinations. The School District agrees to administer (either electronically or in paper format) the written examination provided by PLTW, INC. to its students at the end of each High School Program course (excluding the *Engineering Design and Development* course). The School District shall, in accordance with the systematic evaluation process, submit a summary of the students' test results to PLTW, INC. for its review. PLTW, INC. agrees that test scores shall be kept strictly confidential and shall only be used for purposes of monitoring the effectiveness of the Program.

11. Standards, Practices and Benefits.

- A. Access. The School District shall have access to all Program curricula and annual updates. In addition, the School District shall receive access to the Program electronic communication network, faculty development and seminars, special purchase/lease arrangements for hardware and software, college credit agreements and recognition of excellence for students, faculty, and school.
- B. Quality Standards. The School District agrees to teach the students in the Program using the Program Curriculum as prepared by PLTW, INC. without modifications, and to maintain the quality standards specified in the Program Curriculum and Program practices at a level acceptable to PLTW, INC. Schools may exceed these minimum instructional requirements in order to enhance the Program.
- C. College Certification. The School District agrees to complete the Project Lead The Way College Certification process no later than the second year of each high school site's participation in the Project Lead The Way Program.

12. Program Identification.

The School District shall use the "Project Lead The Way" markings and identifying names and references on all program materials, course offerings and communications with faculty, students, officials and community constituents. PLTW, INC. will supply the School District with appropriate instructions and labels, markings and all other identifying material to facilitate the proper promotion of the Project Lead The Way program. All press releases and other public pronouncements involving the Project Lead The Way program shall be subject to the advanced approval of PLTW, INC. through the Project Lead The Way State Leader. The School District agrees to reasonably promote and publicize the Project Lead The Way program, and to retain its distinct character.

13. License to Use Curriculum Materials.

- A. Scope. PLTW, INC. grants to the School District a non-exclusive license to reproduce and use, to the extent authorized herein, curricula materials developed and/or used in connection with the Program, which may exist in printed and/or electronic form. The School District acknowledges that PLTW, INC. retains all rights and title to such materials. Any reproduction and use of these materials shall be strictly limited to the use by the School District for instruction to students of the School District and teacher training. The School District shall notify PLTW, INC. of any such reproduction or use. Any other use of such materials, including but not limited to commercial use shall be strictly prohibited.
- B. 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 School District of its election to revoke the license. Upon termination of the license, all curriculum materials, including any reproduction thereof, shall be immediately returned to PLTW, INC., but in no event later than fifteen (15) days after the effective date of termination.

14. Representations and Warranties of the School District.

The School District hereby makes the following representations and warranties:

- A. This agreement has been duly approved by the Board of Education of the School District.
- B. The person executing this Agreement on behalf of the School District has been duly authorized to so act by such School District.
- C. This Agreement is a legally binding agreement whose rights and obligations run only between the School District and PLTW, INC. and the School District's execution of this agreement does not create rights in any other party.
- D. The terms of this Agreement do not violate or conflict with the School District's charter or any other of its rules of governance, the laws of the School District's State or any subdivision thereof, or any other agreement to which the School District is a party.

15. Default.

- A. 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 school year courses.
- B. Failure to Implement Program. If the School District fails to implement the Program for the school year immediately following the date of this Agreement, then this Agreement shall immediately terminate.

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

16. 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, 2008 and 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 30 preceding the commencement of the next Contract Year.

17. Protection of Intellectual Property.

The School District agrees to adhere to any and all restrictions in connection with equipment, and software purchase/lease/license, agreements between PLTW, INC. and technology software producers and to take proactive measures to protect intellectual property, as shall be requested by PLTW, INC. Upon a termination of this Agreement, the School District shall return all software provided to them pursuant to this Agreement through special Project Lead The Way agreements. The School District shall cease using the Project Lead The Way logos, names and other marks or identifying materials, and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW, INC.

18. Assignment.

The School District is prohibited from assigning to or in any other way enabling any of its rights under this Agreement to inure to any third party. This prohibition on assignment shall be a material term of this Agreement and any violation of this Section shall be material breach of this Agreement, which shall allow PLTW, INC. to terminate this Agreement.

19. Indemnification.

To the extent permitted by law, the School District 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 School District or any of its agents or employees or the failure by such School District 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 School District 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 School District 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

20. Notices.

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by Federal Express, as follows:

If to the School District:

Keller Independent School District
350 Keller Parkway
Keller, TX 76248

If to PLTW, INC.:

Crickett Thomas-O'Dell
Project Lead The Way, Inc.
747 Pierce Road
Clifton Park, NY 12065

21. Confidentiality.

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

22. Benefit.

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, 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.

Keller Independent School District

Date: _____

By: _____

Name: _____

Title: _____

Project Lead The Way, Inc.

Date: _____

By: _____

Name: Richard C. Liebich

Title: Chief Executive Officer

Exhibit A
Evidence of Board of Education Approval of Agreement