



DISTRICT TRANSFORMATION TRAINING AGREEMENT

Contract Date: 4/18/2019
 PLTW Program Participant: Tupelo Public School District
 Training: Launch Classroom Teacher Training
 Training Date(s): 5/28/2019 to 5/19/2019
 Training Address: Toyota Motor Manufacturing
 1200 Magnolia Way, Blue Springs, MS 38828

Materials Shipping Address: 445 N Church St., Tupelo, MS 38804
 Attention to: Stewart McMillan

Billing Address: P.O. Box 557, Tupelo, MS 38802
 Contact Email: Jemeadows@tupeloschools.com

Program Participant Primary Contact: Stewart McMillan ssmcmillan@tupeloschools.com
 Secondary Participant Contact: Kim Britton kbbritton@tupeloschools.com

PLTW Primary Contact: Training Operations Team training@pltw.org

This District Transformation Training Agreement (the “**Agreement**”) is entered into by and between Project Lead The Way, Inc., a New York charitable not-for-profit corporation (“**PLTW**”), Tupelo Public School District (the “**Program Participant**”) and is effective as of the Contract 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 Agreement supplements the Terms and Conditions executed by the parties on 4/18/2019 incorporated herein by reference (the “**Terms & Conditions**”). In the event of a conflict, the Terms and Conditions shall be given precedence.
- c. The Training is comprised of a 2-day Launch Classroom Teacher Training that equips participants to implement the PLTW Launch program in their classrooms through an exploration of the instructional method, curriculum, and student and teacher resources associated with the PLTW Launch program. No more than 24 trainees from **Tupelo Public School District** shall attend the Training.
- d. The training day 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 Launch Classroom Teacher credential.

2. PLTW Responsibilities

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

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- 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 Agreement; and
- c. Certified program trainers at a ratio of at least 1 trainer per 12 trainees.

3. Program Participant Responsibilities

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

- a. A collaborative training space available during business hours (7:00 am to 5:30 pm) starting one day prior to the Event Date(s) through the close of business on the last day of the Event Date(s). This space shall:
 - i. Comfortably accommodate 24 trainees, 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 teachers and PLTW personnel;
- c. Internet access at a speed of 756-758 kilobits per second;
- d. Wifi strength sufficient to continuously support three 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 (for VEX Kit organization)
- 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 an iPad or Android tablet with required applications and a laptop with word processing capability;
 - ii. Guest 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 shall attend the Training in full and to complete any assignments that extend beyond the training hours. Program Participant must provide a list of trainees at least 10 days to 2 weeks prior to the Training but may arrange for substitutes up to 2 days prior to event date.

4. Fees & Payment Terms

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Program Participant shall pay the training fee of \$9500.00 (the “**Training Fee**”) prior to the Event Date.

5. Cancellation

If the Program Participant cancels the Training more than 20 business days prior to the first Event Date, PLTW shall not charge Training Fee. If the Program Participant cancels the Training between 10 and 20 business days prior to the first Event Date, PLTW shall charge an administration fee equal to 50% of the Training Fee. If the Program Participant cancels the Training less than ten (10) business days prior to the first Event Date, the Program Participant shall be subject to payment of the full amount of the training fee. In the event of any cancellation by Program Participant, Program Participant shall reimburse PLTW for all reasonable travel expenses incurred prior to the Event Date. Cancellation Fees shall not be applied to future training events.

6. Force Majeure

Neither party shall be liable for failure or delay in performing under this 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 Event Date. In the event that the parties cannot agree to new Event Date, this Agreement shall terminate without penalty to either party.

7. Independent Contractor Status

The parties agree that the relationship created by this 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.

8. 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.

9. 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 Training.

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The undersigned acknowledge have executed this agreement on the dates written below.

Program Participant DocuSigned by:
Dr. Rob Picou 08C3F4E2E38641A... Date 4/18/2019

PLTW Chief Operations Officer DocuSigned by:
DOLITA Gorman A388E4421CD1431... Date 4/23/2019

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