



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPB, Purchasing Agent
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July 31, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Project Lead the Way Inc. (PLTW)
Biomedical Science Program at Ridgewood High School

The Community, Career & Technical Education (CCTE) Department is requesting approval of the attached agreement with Project Lead the Way Inc. (PLTW) that will allow Ridgewood High School access to curricula that offers students the opportunity to excel in the field of Biomedical Sciences. PLTW is a non-profit organization that offers the appropriate professional development required to teach the curricula for each course in the sequence.

Fees totaling \$5,450 for training, course work, software and supplies outlined in the attached memo from Rob Aguis, Director of CCTE, will be paid utilizing the Carl D. Perkins grant and the Race to the Top grant. Under the Department of Education Rule 6A-1.012(11)(d) the requesting of bids from three (3) or more sources is waived when purchasing materials from the single source provider.

The initial term of the agreement will be August 1, 2012 through June 30, 2013 with the option to renew upon mutual agreement for subsequent one year terms. This agreement was reviewed and approved on July 3, 2012 by Nancy Alfonso, School Board Attorney.

Should you have any questions, please feel free to contact me at your earliest convenience.

KDG/sb
Attachments

Date/Time: July 24, 2012 11:09:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

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(352) 524-2204 E-mail: raguis@pasco.k12.fl.us

MEMORANDUM CCTE-181R-11/12

July 31, 2012

To: Kendra Goodman, Purchasing Agent

From: Rob Aguis, Director of Community, Career & Technical Education *RA*

Subject: **Project Lead the Way**

Introduction:

Community, Career and Technical Education (CCTE) has selected Project Lead the Way (PLTW) curriculum to implement a Biomedical Science program at Ridgewood High School.

Description:

Approval is requested for an agreement with PLTW, a nationally recognized non-profit organization established to help schools give students the knowledge to excel in the field of Biomedical Sciences. PLTW developed the Biomedical curricula and offers the district access for a fee of \$2000 per course. PLTW offers the appropriate professional development required to teach the curricula for each course in the sequence. The cost for the training is \$2400 payable to the university hosting the training. A fee of \$850 is assessed for room and board for the two-week course. The Carl D. Perkins grant will cover the cost of the initial fees. This program will be equipped as a science lab with the addition of a software program called "logger pro". The lab equipment and software will be funded through the Race to the Top (RTTT) grant. Lab equipment will be purchased through district-approved vendors. The software quote is less than \$200. The addition of a Biomedical Science program fulfills the District's commitment under RTTT and will allow for an expansion of STEM opportunities. The District School Board of Pasco County signed the first agreement for Engineering with PTLW on February 17, 2009.

Action Requested:

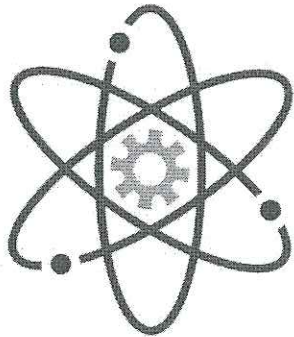
The staff asks the Board to approve the Project Lead the Way agreement to implement STEM at Ridgewood High School. The initial term of agreement commences upon signing through June 30, 2013.

Recommendations:

The staff respectfully requests School Board approval of the Project Lead the Way agreement.

RA:bb

Attachment(s)



PROJECT LEAD THE WAY

PLTW

STEM AGREEMENT

Please Return Original Signed STEM Agreement to:

Project Lead The Way, Inc.

Attn: STEM Agreement

3939 Priority Way South Drive, Suite 200

Indianapolis, IN 46240

PLTW STEM AGREEMENT

AGREEMENT by and between District School Board of Pasco County (the "Entity"), located in Land O' Lakes, FL 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, training, and additional benefits

WHEREAS, the parties desire to work together to maximize the benefit of the PLTW Program to students by maintaining the quality standards and practices necessary to ensure the efficacy of the PLTW Program.

NOW, THEREFORE, the parties agree as follows:

1. Registration and Information.

The Entity has registered online with PLTW, INC. on May 30, 2012 for one or more schools or sites, and identified which PLTW Curricular Program it wishes to implement. The Entity represents that the information contained in the registration remains accurate as of the date of this Agreement. In the event that Entity elects to have additional sites (middle or high school) added, or elects to make other material changes such as additional PLTW Curricular Programs, Entity must first complete the necessary data entry and/or information reasonably required by PLTW, INC. The registration or site add-on data/information may be amended by PLTW, INC. from time to time in its discretion.

2. PLTW Requirements for Implementation.

The Entity agrees to implement the PLTW Program according to the program and implementation requirements established by PLTW, INC. ("PLTW STEM Program Requirements" or "Program Requirements"), which shall include, but not be limited to, Program Requirements governing sequencing, courses, training, certification or maintenance of program standards, and other aspects of a successful implementation of the PLTW Program and PLTW courses by participating entities. Program Requirements are available on the PLTW, INC. website and may be modified from time to time by PLTW, INC. in its reasonable discretion.



3. PLTW Curricular Programs.

The Entity agrees to follow the PLTW curricula and to meet PLTW quality standards and practices including any concurrent student course requirements as reasonably established by PLTW, INC. for students to be successful in the PLTW Program. Curricula must be taught in its entirety without interruption or any modification. Additional information is found in the Program Requirements.

4. PLTW Software.

The PLTW curricula are supported by certain software programs that align with the PLTW curricula to provide students with rigorous and relevant application of skills. The Entity must purchase an annual or other available sublicense (or other applicable rights, collectively herein, the “sublicense”) to the software programs which are integrated into the PLTW Program courses in that academic year. The annual sublicense is subject to limitations established by the owner of the software, which may include school or site restrictions, as outlined in the Program Requirements. If the sublicense is on an annual basis, then the term of the sublicense is for the then current academic year of this Agreement, after which the Entity must cease the use of the software unless this Agreement is renewed for additional terms. All software shall be subject to the standard end-user license agreement from the software licensor, a copy of which is included with the software, and copyright for each software package remains with its owner and is protected by applicable copyright law. The Entity agrees to maintain reasonable security measures to protect the software, and to prohibit its unlawful use. When not in actual use, the Entity agrees to secure the software. Additional information is found in the Program Requirements.

5. PLTW Biomedical Sciences Curricular Program Participation Fee.

The Entity will be assessed an annual participation fee of \$2,000 for each school or site participating in the PLTW Biomedical Sciences Curricular Program, which shall be due and payable no later than August 1 of each year this Agreement is in effect. PLTW, INC. may adjust any participation fees on an annual basis in the sole discretion of PLTW, INC., provided, however, that PLTW, INC. shall provide notice of any increases or decreases no later than March 1 of each year of any such increases or decreases for the following academic year. Additional information is found in the Program Requirements.

6. PLTW Partnership Team.

The objective of the PLTW Partnership Team is to provide optimal support and to facilitate the operation of the entire PLTW Program, while building community support and advocacy. *In the event that this Agreement is renewed for one or more additional terms, then by the end of the second year of the Entity's participation in the PLTW Program, the Entity shall establish and operate a PLTW Partnership Team and is responsible for selecting all members.*



7. Required Training.

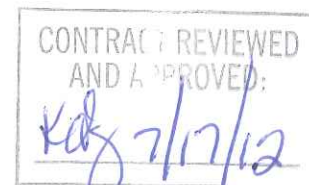
- A. PLTW Teacher Training. Teachers are required to successfully complete course specific PLTW Teacher Training for each PLTW course they will instruct. The Entity will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Entity to ensure that 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's ongoing studies review longitudinal student achievement data for the current year and



the preceding three (3) academic years, after which the data is destroyed, or, at the request of the Entity, will be returned to the Entity. In support of these efforts, Entity acknowledges its participation 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 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 Entity, and to facilitate communication for the PLTW Network, PLTW, INC. will use various internet applications and systems. PLTW, INC. shall determine which systems and applications will be used, in its sole discretion, and will implement reasonable security measures to safeguard sensitive data. Schools will implement appropriate measures to facilitate communication with these applications and systems. Additional information is found in the Program Requirements.

11. License.

- A. Scope. The Entity acknowledges that PLTW, INC. retains all rights and title to its marks, curricula, materials and other intellectual property (collectively referred to in this Agreement as “materials”). PLTW, INC. grants to the Entity a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the PLTW Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing PLTW instruction, and appropriate training for authorized faculty. Any other use of such materials, including but not limited to commercial use, shall be strictly prohibited.
- B. Program Identification. Project Lead The Way, PLTW, Gateway To Technology and other marks used in the PLTW Program are service/trademarks of PLTW, INC. During the term of this Agreement, the Entity shall use the appropriate logos, marks and other identifying materials on all PLTW Program materials and communications with faculty, students, officials and community constituents. PLTW, INC. will supply the Entity with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the PLTW Program. Upon termination of this Agreement, the Entity



shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the PLTW Program without the prior written consent of PLTW, INC. All press releases and other public pronouncements involving the PLTW Program shall be subject to the advance approval of PLTW, INC. through PLTW, INC.'s designated representative. The Entity agrees to reasonably promote and publicize the PLTW Program, and to retain its distinct character.

- C. Termination. The license granted hereunder shall cease upon the earliest to occur of: (i) the termination of this Agreement; or (ii) PLTW, INC. providing sixty (60) days written notice to the Entity of its election to revoke the license. Upon termination of the license all material shall cease to be used and, at the election of PLTW, INC., all materials, including any reproductions thereof, shall be immediately returned to PLTW, INC., and in no event later than fifteen (15) days after the effective date of termination.

12. Representations and Warranties of the Entity.

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

13. Default.

- A. Material Breach and Cure Period. Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.
- B. Non-payment or Failure to Implement Program. If the Entity fails to make prompt payment of the participation fee or to implement the PLTW Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW, INC. In the event that Entity implements one or more courses, but fails to timely and properly implement the courses required for the Entity's PLTW Curricular Program(s), then, this Agreement may immediately terminate, at the option of PLTW, INC.
- C. Other Remedies. In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

14. Term: Annual Renewal of Agreement.



The initial term of this Agreement shall begin as of the date of signing and shall end on June 30th of the following year. The Entity and PLTW, INC., by mutual agreement in writing signed no later than March 1 of the then current term of the Agreement, may renew this Agreement for subsequent one year terms. PLTW, INC. is not obligated to provide any notice to the Entity regarding the expiration of the then current term of the Agreement. All terms of this Agreement shall remain the same during any renewal term unless otherwise mutually agreed in writing.

15. Protection of Intellectual Property.

The Entity agrees to adhere to any and all restrictions in connection with equipment, software and other intellectual property purchase, lease/sublease, and/or license/sublicense agreements between PLTW, INC. and software producers, assessment providers or other such entities and to take proactive measures to protect intellectual property purchased, leased/subleased and/or licensed/sublicensed under such agreements, as shall be requested by PLTW, INC. or the owner of the intellectual property. Upon a termination of this Agreement, the Entity shall 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. Indemnification.

To the extent permitted by law, the Entity hereby agrees to indemnify, defend and hold harmless PLTW, INC. from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW, INC. may incur as a result of any negligent or willful act of the Entity or any of its agents or employees or the failure by such Entity to perform any of its representations, warranties, commitments, or covenants under this Agreement.

17. Miscellaneous Provisions.

A. Assignment. The Entity is prohibited from assigning to or in any other way enabling any of its rights under this Agreement to inure to any third party without the prior written consent of PLTW, INC. This prohibition on assignment shall be a material term of this Agreement and any violation of this Section shall be material breach of this Agreement, which shall allow PLTW, INC. to terminate this Agreement.



- B. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Entity:

District School Board of Pasco County
7227 Land O' Lakes Blvd
Land O' Lakes, FL 34638

If to PLTW, INC.:

Project Lead The Way, Inc.
Attn: PLTW Agreements
3939 Priority Way South Drive, Suite 200
Indianapolis, IN 46240
ph: 877-335-7589

- C. Confidentiality. Except to the extent required by applicable law, the parties to this Agreement understand and agree that the contents of this final Agreement, and the discussions and negotiations between the parties resulting in this final Agreement, shall be maintained as confidential and shall not be disclosed to any third party.
- D. Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.
- E. Entire Agreement. This Agreement, including any instruments of agreements attached hereto as exhibits or incorporated herein by reference, contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have each executed this Agreement on the dates indicated below.

District School Board of Pasco County

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, Exec. Vice President/Chief
Operating Officer
Project Lead The Way, Inc
Attn: STEM Agreements
3939 Priority Way South Drive, Suite 200



Indianapolis, IN 46240
ph: 877-335-7589