

COMMUNITY COLLEGE AGREEMENT 2009-2010

AGREEMENT by and between «District_Name» (the “College”), located in «District_City», «District_State» 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 College, the “parties”).

WITNESSETH:

WHEREAS, PLTW, INC. has established and is supporting a working relationship among middle and high schools, colleges and universities, and the private sector to provide quality pre-engineering and technology curriculum; and

WHEREAS, PLTW, INC. seeks to establish and support a working relationship with community colleges to provide coursework in pre-engineering and technology, utilizing the **PLTW®** curriculum (the “**PLTW®** Associates Program”); and

WHEREAS, the College desires to implement the **PLTW®** Associates Program; and

WHEREAS, the parties desire to work together and with others through PLTW, INC. to maximize the benefit of the **PLTW®** Associates Program to students by maintaining the quality standards and practices of the **PLTW®** Associates Program.

NOW, THEREFORE, the parties agree as follows:

1. College Application.

The College has submitted an application to PLTW, INC. dated «Date_Submitted» in conjunction with its desire to implement the **PLTW®** Associates Program. The College represents that the information contained in the application remains accurate as of the date of this Agreement.

2. PLTW® Associates Program.

A. Required Course Offerings. The **PLTW®** Associates Program shall consist of a minimum of four (4) courses, each worth three (3) credit(s). The College agrees that if it elects to implement the **PLTW®** Associates Program, it shall offer its students the entire **PLTW®** Associates Program within a period of two (2) academic years from the date that it commences the **PLTW®** Associates Program. The College may offer more than four **PLTW®** courses at their discretion.

B. Concurrent Student Course Requirements. The College agrees that a student’s concurrent enrollment in a college mathematics course shall be a prerequisite for a student’s enrollment in any **PLTW®** Associates Program course. The College agrees to use its best efforts to ensure that students participating in the **PLTW®** Associates Program will, at a minimum, be capable of meeting a two-year college mathematics requirement by the end of their completion of the **PLTW®** Associates Program . Within this format, the College

agrees to follow the **PLTW®** curriculum and to meet **PLTW®** quality standards and practices.

3. Participation Fee.

The College will be assessed an annual fee of \$2,500 for its participation in the **PLTW®** Program, which shall be due and payable by August 1 of each year this agreement is in effect. As a participant, the College will receive the curricula, annual updates to the curricula and the **PLTW®** Purchasing Manual, and College faculty will have access to the **PLTW®** Virtual Academy for ongoing professional development and to technical assistance for program implementation.

4. Use of Designated Software

The College agrees to use the appropriate version of the software designated by PLTW, INC. exclusively in teaching all **PLTW®** Associates Program courses. If the College has existing license agreements for the designated software, it may access the designated software in accordance with these existing agreements. If the College does not have an existing license agreement for designated software, then it agrees to purchase its rights to use the designated software from PLTW, INC., to the extent allowable under PLTW, INC.'s agreements with the software vendors.

5. Model **PLTW®** Associates Program.

The College agrees that its **PLTW®** Associates Program will serve as a **PLTW®** Associates Program model for other colleges. The College will make its **PLTW®** Associates Program available for observation and inspection by other colleges and will exchange information concerning the **PLTW®** Associates Program with other colleges, whether or not such colleges have currently implemented the **PLTW®** Associates Program.

6. Strict Adherence to the **PLTW®** Associates Program Guidelines.

The College agrees to implement the **PLTW®** Associates Program courses according to guidelines established by PLTW, INC., which shall include, but not be limited to, guidelines governing the implementation of the **PLTW®** Associates Program. **PLTW®** guidelines may be modified from time to time by PLTW, INC. (and only by PLTW, INC.) in its reasonable discretion. The College may exceed the minimum instructional requirements of the **PLTW®** Associates Program in order to enhance the **PLTW®** Associates Program. The College agrees that no other program, activity or student internships will interfere, substitute for or reduce student contact time in connection with the **PLTW®** Associates Program. In the event that the College does not implement the **PLTW®** Associates Program courses for the fall semester of the academic year immediately following the date of this agreement, then the College must notify the PLTW, INC. Director of Operations within ten (10) days of the commencement of the academic 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 College, then this agreement shall be immediately terminated.

7. PLTW® Faculty and Counselor Development.

- A. Training. The faculty development for the **PLTW®** Associates 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 **PLTW®** Associates Program curriculum. The extent of such training, determined from time to time by PLTW, INC., is further described in paragraph E in this Section.
- B. Selection of Teachers. The College will identify professors from College for participation in the **PLTW®** faculty development. The professor being recommended for training must be identified by the date required under the guidelines published by PLTW, INC. governing the implementation of the **PLTW®** Program. PLTW, INC. reserves the right to accept or reject any training candidate. Teachers instructing a **PLTW®** course, must have as a minimum a Bachelor's Degree.
- C. Required Training. All identified faculty must have satisfactorily completed Phase I: Assessment and Readiness Training and Phase II: Core Training before commencing **PLTW®** instruction and must regularly participate in Phase III: Ongoing Training in order to continue **PLTW®** instruction. All Phase II: Core Training provided to faculty participating in the **PLTW®** faculty development program must be directly tailored to the **PLTW®** Associates Program course assignment for the upcoming school year. If a professor does not satisfactorily complete Phase II: Core Training, then the professor may proceed with instruction in the **PLTW®** Associates Program for the school year following such Phase II: Core Training, under the mentorship of a **PLTW®** Master Teacher, who will be designated by PLTW, INC., and in accordance with improvement guidelines established by PLTW, INC. in collaboration with the College, and must again complete Phase II: Core Training (in accordance with guidelines established by PLTW, INC. in collaboration with the College) 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 College shall purchase a laptop computer and software (each meeting the specifications established by PLTW, INC.) for each professor accepted into the faculty development, to be delivered to the professor by the date required under the guidelines published by PLTW, INC. governing the implementation of the **PLTW®** Associates Program. The laptop computer and software shall be used in all three phases of faculty development. The College agrees that the laptop computer and software shall remain in the possession of and be for the sole use of the professor as long as the professor is teaching **PLTW®** Associates Program courses.
- E. Training Phases.
- (i) Phase I: Teacher Assessment and Readiness Training. PLTW, INC. will offer an assessment for the professors accepted for training. The professor must complete and submit the assessment to PLTW, INC. by May 1. The College 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 College is located (“National Affiliate Training Center”), or, if there is no National Affiliate Training Center within the State in which College is located, then at a National Affiliate Training Center in another state. The College agrees to pay all fees and expenses as specified by the National Affiliate Training Center, as well as transportation costs for each of its professors attending training, as well as any applicable stipends or the like.
- (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 College shall pay the cost of any travel expenses and stipends in connection with Phase III: Ongoing Training. The College, in its discretion, may supplement Phase III: Ongoing Training by sending professors for Phase II: Core Training in order to refresh and improve their skills, but must pay all fees and expenses as provided in subparagraph (ii) above.

F. Advisor Training. The **PLTW®** National Training Centers provide advisor training annually, in the form of a “Counselor Conference”. The College agrees to permit the attendance and participation of appropriate advisors and shall pay any fees and expenses in conjunction with this conference. Although it is suggested to have all advisors attend the conference at least once, the College agrees to send a minimum of one advisor per annual conference.

8. Partnership Team.

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

9. Equipment and Software.

A. Guidelines. To assure that the College’s facilities properly support the **PLTW®** Associates Program standards, the College 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 **PLTW®** Associates 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 advantages of other cost savings practices

intended to obtain quality equipment and supplies to support the **PLTW®** Associates Program. Notwithstanding the preceding sentence, the College may provide **PLTW®** Associates Program instruction using equipment purchased from vendors not specifically approved by PLTW, INC., provided: (i) such equipment has specifications that meet or exceed **PLTW®** specifications, (ii) such equipment adequately supports the **PLTW®** Associates Program Curriculum and (iii) the College 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 **PLTW®** Associates Program shall take precedence over all other use.
- (iii) The College hereby covenants and agrees that any facility used to teach the **PLTW®** Associates 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 College. The College agrees to take reasonable measures to follow the progress of each of its students throughout the student's participation in the **PLTW®** Associates Program and also to conduct annual graduate follow-up surveys as organized through the **PLTW®** systematic evaluation process. The College 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 College agrees to administer a written examination provided by PLTW, INC. to its students at the end of each **PLTW®** Associates Program course (excluding the *Engineering Design and Development* course). The College shall 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 **PLTW®** Associates Program.
- C. Program Validation.
 - (i) Program Self Assessment. College will complete the self assessment provided by PLTW, INC. on intervals reasonably requested by PLTW, INC. The initial self assessment shall be submitted to PLTW, INC. by June 1st of the second full year of implementation of the **PLTW®** Associates Program. The self assessment shall address program overview and scope, curriculum, faculty qualifications, and facilities and equipment, as well as any other topics reasonably requested by PLTW, INC. for the purposes of assessing the **PLTW®** Associates Program offered by College.
 - (ii) Site Visit. After review of the self assessment, PLTW, INC. will schedule a site visit to validate the **PLTW®** Associates Program offered by College. A PLTW, INC. staff person will lead the site visit. The College should identify several

members of the Partnership Team to assist with the site visit. Reasonable accommodation and travel costs will be covered for the visiting PLTW, INC. staff member by the College.

- (iii) Revalidation. A revalidation process will be conducted every five years to assure continuous improvement.
- (iv) Non-Validation. If the **PLTW®** Associates Program offered by College is not successfully validated or re-validated, a plan will be developed by College to remediate, which plan must be approved in writing by PLTW, INC. If remediation is not successful within one year of approval of the remediation plan, this Agreement shall immediately terminate.

11. Standards, Practices and Benefits.

- A. Access. The College shall have access to all **PLTW®** Associates Program curriculum and annual updates. In addition, the College shall receive access to the **PLTW®** 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 College agrees to teach the students in the **PLTW®** Associates Program using the **PLTW®** Associates Program curriculum as prepared by PLTW, INC. without modifications, and to maintain the quality standards specified in the **PLTW®** Associates Program curriculum and **PLTW®** Associates Program practices at a level acceptable to PLTW, INC. Colleges may exceed these minimum instructional requirements in order to enhance the **PLTW®** Associates Program.

12. PLTW® Associates Program Identification.

The College acknowledges that “**Project Lead The Way®**” and “**PLTW®**” are registered trademarks of PLTW, INC. and shall use such markings and identifying names and references on all **PLTW®** Associates Program materials, course offerings and communications with faculty, students, officials and community constituents. PLTW, INC. will supply the College with appropriate instructions and labels, markings and all other identifying material to facilitate the proper promotion of the **PLTW®** Associates Program. All press releases and other public pronouncements involving the **PLTW®** Associates Program shall be subject to the advance approval of PLTW, INC. through the **PLTW®** State Leader. The College agrees to reasonably promote and publicize the **PLTW®** Associates Program, and to retain its distinct character.

13. License to Use Curriculum Materials.

- A. Scope. PLTW, INC. grants to the College a non-exclusive license to reproduce and use curriculum materials developed and/or used in connection with the **PLTW®** Associates

Program, which may exist in printed and/or electronic form. The College 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 College for instruction to students of the College and faculty training. 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 if: (i) the termination of this Agreement; or (ii) PLTW, INC. providing sixty (60) days written notice to the College 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 College.

The College hereby makes the following representations and warranties:

- A. This agreement has been duly approved by the College.
- B. The person executing this Agreement on behalf of the College has been duly authorized to so act by such College.
- C. This Agreement is a legally binding agreement whose rights and obligations run only between the College and PLTW, INC. and the College'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 College's charter or any other of its rules of governance, the laws of the College's state or any subdivision thereof, or any other agreement to which the College 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 PLTW® Associates Program. If the College fails to implement the PLTW® Associates 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, 2009 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 College 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 College shall return all software provided to them pursuant to this Agreement through special PLTW, INC. agreements. The College shall cease using the **PLTW®** logos, names and other marks or identifying materials, and shall make no representations linking any of its own educational **PLTW®** Associates Programs to the **PLTW®** Associates Program without the prior written consent of PLTW, INC.

18. Assignment.

The College 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 College 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 College or any of its agents or employees or the failure by such College 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 College:

«District_Name»

«District_Address1»

«District_Address2»

«District_City», «District_State» «District_Zip»

If to PLTW, INC.:

Project Lead The Way, Inc.
747 Pierce Road
Clifton Park, NY 12065
Attn: Niel Tebbano, Vice President of Operations

21. Benefit.

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

22. 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.

23. 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.

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

«**District_Name**»

Date: _____

By: _____

Name: _____

Title: _____

Project Lead The Way, Inc.

Date: _____

By: _____

Name: Richard C. Liebich

Title: Chief Executive Officer

Sample