



**MEMORANDUM OF UNDERSTANDING BETWEEN  
ROSEVILLE CITY SCHOOL DISTRICT  
AND  
PROJECT LEAD THE WAY, INC.**

The **Roseville City School District**, hereinafter referred to as “DISTRICT” and **PROJECT LEAD THE WAY, INC.**, hereinafter referred to as “PLTW”, enter into this Memorandum of Understanding (“MOU”) for the express purpose of obtaining services for science, technology, engineering, and math (STEM) educational programs. DISTRICT and PLTW are referred to jointly as “the School Officials” or singly as a “school official.”

**RECITALS**

- A. The District is a public school district in Roseville California, and has its administrative offices located at 1050 Main Street, Roseville, CA 95678.
- B. PLTW is a leader in STEM program education.
- C. The District desires to engage the services of PLTW for the purpose of enhancing science, technology, engineering, and math (STEM) programs.

NOW, THEREFORE, in consideration of the mutual promises contained in this MOU, the School Officials agree as follows:

**AGREEMENT**

**1. PLTW SERVICES**

PLTW agrees to provide STEM programs to the DISTRICT for the purposes of enhancing science, technology, engineering, and math (STEM) programs in grades TK-8 at various designated DISTRICT school sites. PLTW will provide documentation that all individuals working on campus have appropriate background checks and are appropriate to work with children.

**2. TERM OF MOU**

This MOU shall commence on August 20, 2015 and continue through June 30, 2016, unless sooner terminated as provided in Section 3 below.

**3. TERMINATION / NOTICES**

Either School Official may terminate this MOU for any reason by providing 30 days advance written notice to the other School Official. Upon such termination without cause, PLTW shall be entitled to payment for services rendered as of the date of termination, as set forth in the Compensation Section 7 below.

Either School Official may also terminate this MOU for cause by providing written notice to the other School Official for any material breach of this MOU. The breaching School Official shall have ten days to cure the material breach of the MOU; if the material breach is not cured within the ten-day notice period, the non-breaching School Official shall provide written notice of termination and the MOU shall immediately terminate. If the DISTRICT terminates the MOU for cause, PLTW shall not be entitled to any further payment under the MOU.



#### **4. HOLD HARMLESS / INDEMNIFICATION**

Each School Official shall defend, indemnify and hold harmless the other School Official, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this MOU, caused in whole or in part by the negligent or intentional acts or omissions of the indemnifying School Official or its agents, employees or subcontractors.

It is the intention of the School Officials, where fault is determined to have been contributory, principles of comparative fault will be followed and each School Official shall bear the proportionate cost of any damage attributable to fault of that School Official. It is further understood and agreed that such indemnification will survive the termination of this MOU.

#### **5. INDEPENDENT CONTRACTOR STATUS**

The School Officials agree that the relationship created by this MOU is of independent contractor. Each School Official will be responsible for providing its own payroll taxes, withholding, insurance, workers' compensation coverage, and other benefits of any kind, as required by law, for its own employees.

#### **6. INSURANCE**

Throughout the term of this MOU, PLTW shall maintain sufficient insurance. PLTW shall provide DISTRICT with a copy of its policy evidencing its comprehensive general liability insurance coverage. Failure to provide insurance by PLTW shall be deemed a material breach of this MOU.

#### **7. NON-DISCRIMINATION**

It is the policy of DISTRICT that in connection with all educational services and programs, there will be no discrimination against any pupil, employee, or contractor because of race, color, ancestry, national origin, handicap, religious creed, sex, sexual orientation, age, or marital status. PLTW agrees to comply with all applicable state and federal laws in this regard.

#### **8. SUCCESSORS AND ASSIGNS**

All provisions of this MOU shall be binding upon and inure to the benefit of the School Officials hereto and their respective heirs, if any, successors, and assigns. PLTW shall not assign any rights under this Agreement, or delegate the performance of any of duties hereunder, without prior written consent of the DISTRICT.

#### **9. GOVERNING LAW AND VENUE**

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California, the state in which this MOU was signed by the DISTRICT and the services are to be provided. Venue of any litigation arising out of or connected with this MOU shall lie exclusively in the state trial court or Federal District Court located in Placer County in the State of California



CITY SCHOOL DISTRICT

**10. CONFIDENTIAL AND DIRECTORY INFORMATION**

The District will release directory information consistent with state and federal law and District Policies and Regulations, to PLTW for the purposes of enhancing science, technology, engineering, and math (STEM) programs. Unless otherwise requested, only student name, address, date of birth (DOB) and grade level will be provided. PLTW and its representatives understand that this information is protected by state and federal laws and agree to maintain and protect the confidentiality of the information from any person or company and will not use this information for any other purpose other than that for which it was originally requested.

Each School Official shall not disclose the confidential records received from the other School Official, including personnel records or student records pursuant to FERPA and California Education Code Section 49073 *et seq.* In the event a School Official receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said School Official shall tender the request to the other School Official who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The school official asserting its claim of confidentiality shall hold harmless and defend the school official receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

**11. DELIVERY OF MATERIALS AND COMMUNICATION**

In order to facilitate the delivery of the PLTW curricula and other PLTW Program materials to the 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.

**12. ENTIRE AGREEMENT / MODIFICATION**

This MOU contains the entire agreement between the School Officials and supersedes all prior understandings between them. There are no promises, terms, conditions or obligations, oral or written, between or among the School Officials relating to the subject matter of this MOU except as stated herein. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the school official to be otherwise expressly permitted in this MOU.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of this MOU as of the day and year first written above. The School Officials hereto agree that facsimile signature shall be as effective as if originals.

Roseville City School District

9/30/2015

Date

DocuSigned by:  
  
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PROJECT LEAD THE WAY, INC.

9/30/2015

Date