

## Engineering byDesign™ (EbD™) Terms of Service Agreement

By agreeing to the terms herein your “School,” and the International Technology and Engineering Educators Association (ITEEA) STEM Center for Teaching and Learning™ (STEM CTL™), located in Reston, Virginia, herein “STEM CTL™,” defines both parties’ responsibilities while the School is a member of the EbD™ Network of Schools.

1. **Responsibilities:** As part of this Agreement, the School and STEM CTL™ agree to the following:
  - a. **Curriculum:** STEM CTL™ will provide each teacher at the School unlimited access to EbD™ Learning Management System (LMS). The School and its EbD™ teacher(s) agree to follow the scope and sequence for the course and to deliver the content using the units and lessons contained within the model courses although, teacher(s) have the freedom to modify each course to fits the needs of the School. The Agreement includes the most recent version of the curriculum.
  - b. **Instruction:** STEM CTL™ will provide the School’s EbD™ teacher(s) with professional learning opportunities to support them in delivering the content within the units and lessons consistently and effectively. This will include a range of opportunities that are synchronous, asynchronous, virtual, and physical. The School’s EbD™ teacher(s) agree to become actively engaged in these opportunities if desired.
  - c. **Participation:** The School will make every effort to support its EbD™ teacher(s) in attending the ITEEA Annual Conference and participating in tailored sessions designated for the EbD™ Network. These sessions are essential to the value-added components of the EbD™ Network and for classroom instruction. EbD™ teachers from the School will be invited to EbD™ preconference workshops and receive a complimentary seat in an EbD™ Lab™ of choice. (Travel and registration to be provided by school/district.)
  - d. **Course Access:** STEM CTL™ will provide course access in the EbD™ LMS, for the term of this Agreement, including renewal terms. The School will communicate staff access changes annually to EbD™ Technical Support between July 1 and August 31, and thereafter as needed. STEM CTL™ does not guarantee the storage of altered course data beyond a given single access year.
  - e. **Assessments:** STEM CTL™ will provide EbD™ assessments to provide student data/information for teachers that inform their daily classroom instruction. EbD™ teacher(s) from the School will deliver assessments in consistent, equitable, and standardized testing environments to yield fair and accurate results. The best way to ensure that this occurs is for all teachers and administrators to understand and recognize acceptable and unacceptable assessment practices.

The School’s EbD™ teacher(s) are subject to confidentiality regarding the online assessment. Screen printing or otherwise making paper copies or digital copies of questions is considered a breach of contract and subject to copyright violations. Sharing of teacher user id and password to others is considered a breach of confidentiality of student data and copyright protected materials and cause for removal from the EbD™ Network.



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Further, it is a violation of test security for an individual to:

- i. Give examinees access to secure test items or materials before testing.
  - ii. Create “fake” student accounts for which the teacher can access the assessments.
  - iii. Copy or reproduce all or any portion of any secure test screen.
  - iv. Use smart phones, electronics, or digital devices by test administrators, proctors, or students during testing.
  - v. Give unauthorized individuals access to secure test items or materials.
  - vi. Copy, reproduce, use, or otherwise disclose in any manner inconsistent with test security regulations and procedures, any portion of secure test materials.
  - vii. Provide answer keys or answers orally, in writing, or by any other means, to examinees.
  - viii. Coach examinees during testing by giving them answers to test questions or otherwise directing or guiding their responses or altering or interfering with examinees' responses in any way.
  - ix. Fail to follow security regulations and procedures for distribution and return of secure test materials or fail to account for all secure test materials before, during, and after testing.
  - x. Fail to properly monitor test administration, including permitting inappropriate collaboration between or among individuals.
2. **Data:** The learning management system does not store data from school year to school year. School year is defined as July 1 to June 30. If the School wants access to this data, it is imperative that the necessary reports be generated and saved before July 1.
3. **Equipment/Hardware/Software Requirements:** The School agrees to provide a laboratory space that is conducive to the delivery of a Technology and Engineering/STEM program. The only requirement is to have enough resources to ensure that students participating in the course have access to equipment and processes necessary to safely design, construct, and present solutions to the technological and engineering problems with which they are presented.

Students must have access to the following software applications (Note: open-source software is available that meets these criteria at no cost to the school/district):

- i. CAD: Computer-aided-design software (e.g., Onshape, AutoCAD, or equivalent with drawing capabilities)
- ii. Word processing software (e.g., Microsoft Word, Google Docs, OpenOffice)
- iii. Spreadsheet software (e.g., Microsoft Excel, Google Sheets, OpenOffice)
- iv. Presentation software (e.g., Microsoft PowerPoint, Google Slides, OpenOffice)

Through an agreement with Autodesk, Inc. and Onshape, STEM CTL™ enables all teachers and students to obtain free access to certain products. These products may only be installed on the students' and teachers' personal computers. The School is responsible for verifying hardware compatibility with these programs.

4. **Model Program:** The School agrees that the course(s) as implemented will serve as a model program for other school districts and will make its program available for observation and visitation by other schools and districts. The School agrees to exchange information concerning the program with other schools, whether or not these schools are enrolled in the EbD™ Network. Curricular materials may not be shared unless approved by the STEM CTL™.

5. **Termination:** This Agreement may be terminated by either party with thirty (30) days written notice. This Agreement shall be terminated for cause by either party due to breach of contract including but not limited to non-participation in EbD, breaches of security via assessments, copyright, or non-payment of the initial or version update fee(s).

Upon termination of the Agreement, all curriculum materials, including any reproduction thereof, shall be immediately returned to ITEEA and removed from any School curriculum delivery system, but in no event later than fifteen (15) days after the effective date of termination.

6. **Indemnification:** To the extent permitted by law, the School hereby agrees to indemnify, defend, and hold harmless ITEEA and/or STEM CTL™ 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 ITEEA may incur as a result of any negligent or willful act of the School or any of its agents or employees or the failure by the School to perform any of its representations, warranties, commitments, or covenants under this Agreement.
7. **Confidentiality:** Both the School and STEM CTL™ understand and agree that the contents of this final Agreement, and the discussions, negotiations, and curricular materials 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. Curricular materials and access to the products and services are governed by copyright laws.

The School and STEM CTL™ acknowledge and agree that the personally identifiable data is confidential, and shall be used, shared, and maintained for the purposes set forth in this Agreement 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 school district/school shall be responsible for implementing annual notifications, record keeping and other such privacy requirements relating to these services.

In cases where the STEM CTL™ uses specific internet-based systems for delivery of curriculum, assessments, or other relevant content to schools, teachers, and students, the School shall ensure that all users are properly registered and rostered into these systems in keeping with the policies and procedures STEM CTL™ puts in place to ensure secure access to relevant information.

8. **Fee(s):** The fee(s) for EbD™ Network access are billed annually, per school, based on the course(s) being delivered, for services provided from July 1 to June 30, contingent on terms of the Agreement being upheld. Pro-rated fees for a partial year do not apply. This fee is non-refundable. Any travel costs, registration, or substitute teacher fees associated with attending professional learning or similar events are the responsibility of the School.



ITEEA Elementary, Middle, or High School I-STEM Group membership is available for an additional fee and curricula discounts are included. Membership is strongly encouraged, but not required, as additional valuable resources are provided through membership.

9. **Term:** The term of this Agreement shall begin on the date of agreement and end on the following June 30. To maintain access beyond the initial term, the annual fee must be paid by the following July 1. A party may terminate the Agreement by notice to the other party in writing as defined in the section titled Termination. The Agreement shall renew automatically, and the school will be invoiced at the end of the term, provided all the terms of the contract have been met.

This Agreement, including any related documents attached hereto as appendices, exhibits, or incorporated herein by reference, contains the entire understanding of the parties. This Agreement supersedes all prior agreements and understandings between the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.