COMPUTER SCIENCE EDUCATION PROGRAM AGREEMENT
BETWEEN CODE.ORG AND MT. DIABLO UNIFIED SCHOOL DISTRICT

This computer science education program agreement "Agreement" is entered into as of _____January 11th,2016_ by and between Mt. Diablo Unified School District, located in Concord, California and **Code.org**, a Washington State charitable not-for-profit corporation having an address at 1301 Fifth Avenue, Suite 1225, Seattle, WA 98101 ("Code.org" and collectively with the Entity, the "parties").

WITNESSETH:

WHEREAS, Code.org has established the Code.org Program to support expanding access to K-12 computer science for all students and the Code.org Community to support implementation of its Program; and

WHEREAS, the Entity desires to expand access to K-12 computer science to all students by implementing the Code.org Program and receiving support from the Code.org Community; and

WHEREAS, the Entity will have access to Code.org Curricular Program and annual updates as well as access to online collaboration forums, online on-going professional development, online program support and such additional benefits that Code.org may offer from time to time; and

WHEREAS, the parties desire to work together to maximize the benefit of the Code.org Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Code.org Program.

NOW, THEREFORE, the parties agree as follows:

I. Definitions:

   a. Application: The Code.org District Application form the Entity must complete to apply for Code.org's Program. The Application is intended to evaluate the Entity for participation in Code.org's Program, serve as a needs assessment, and be collaboratively updated from time-to-time as a roadmap for implementation upon acceptance by Code.org to the Code.org Program. The Application form can be found at http://www.code.org/educate/districts

   b. Code.org Community: A network of school districts, individuals and public/private sector collaborators dedicated to expanding access to K-12 computer science for all students.

   c. Code.org Curricular Program: Code.org offers the following curricular programs (subject to revision and change by Code.org):

For K-5:
- Computer Science Fundamentals

For Middle School:
- Computer Science in Algebra
- Computer Science in Science

For High School
- Introductory Computer Science (named Exploring Computer Science)
- Computer Science Principles

All of these items are described in detail on Code.org's website at http://code.org/educate. While modification to the daily lesson instruction in the Code.org Curricular Program is permitted as per a teacher's professional judgment, courses must be taught with fidelity to the curriculum frameworks, which include main concepts and objectives.

d. Code.org Program: A comprehensive program of instruction, curricula, and assessments (Code.org Curricular Program) and professional development (Code.org Professional Development Model) for K-12 computer science.

e. Code.org Professional Development Model: Code.org has a professional development model for each of the programs that are part of Code.org's Curricular Program. Detailed descriptions of the Professional Development Model for each program level (K-5, Middle School, High School) can be found at http://code.org/educate/districts. In addition, Code.org conducts professional development for the Entity's Administrators and Counselors as part of the Code.org Professional Development Model.

f. Eligible Teacher: A teacher participating in Code.org's Professional Development Model and receiving stipends for professional development, see Section IV for detailed requirements for Eligible Teachers.

g. Entity: There are various types of organizations that implement the Code.org Program. In order to encompass all of these various types, we are using the term "Entity" which includes districts, participating schools, or other organizations that are authorized to enter into the Agreement with Code.org.

II. Code.org Program.

The Entity acknowledges it has completed Code.org's Application for partnership (the terms of which are incorporated by this reference) and worked collaboratively with Code.org to finalize it. This Application is intended to serve as the implementation roadmap for the partnership. It specifies the goals shared between Code.org and the Entity, implementation dates for key

actions and programs within Code.org's Curricular Program that will be implemented by the Entity. This Application shall be retained by both Code.org and the Entity and may be amended from time to time in collaboration between Code.org and the Entity.

The Entity shall complete all required steps to ensure the Entity's teachers participating in Code.org's programs will begin teaching Code.org's Curricular Program no later than the academic year immediately following the start of professional development of the Entity's teachers.

The Entity acknowledges it (i) has read Code.org's Professional Development Model for Code.org's Curricular Program (which, for each of Code.org's programs, may be found at https://code.org/educate/districts) and (ii) will provide teachers from the Entity to participate in the appropriate program.

Code.org's Curricular Program and Professional Development Model may be modified from time to time by Code.org at Code.org's reasonable discretion in order to meet evolving standards and effectiveness. The Entity's staff member responsible for implementing the Code.org Curricular Program will be notified of any such updates or modifications.

III. Evaluation, Assessment and Data Security

The Entity agrees to Code.org's Evaluation, Assessment and Data Security requirements listed in Exhibit A.

IV. Stipends and Payment Process.

The Entity agrees to the following provisions related to the payment of teachers for Code.org-provided professional development.

    a. Eligible Teachers. Each teacher assigned to teach one of the courses within Code.org's Curricular Program from the list below shall receive a stipend for participating in Code.org professional development received through this Agreement:
- Computer Science in Algebra
- Computer Science in Science
- Introductory Computer Science (called Exploring Computer Science)
- Computer Science Principles

Teachers identified as teaching these courses and who participate in the related Code.org professional development shall be known as "Eligible Teachers". The Entity shall use Code.org's teacher application process for teachers to apply to the program. The Entity and Code.org shall collaborate on developing the list of Eligible Teachers. Code.org reserves the right to deny a teacher from attending professional develoment or becoming an Eligible Teacher. For example, if a teacher with no science teaching experience that will not be teaching science in the coming year registers for the

Computer Science in Science program, Code.org would not approve this teacher. **The Entity acknowledges Code.org does not pay stipends for professional development for its K-5 courses (Computer Science Fundamentals). Any teacher participating in K-5 professional development shall not be known as an Eligible Teacher under this Agreement. The Entity further acknowledges Code.org does not pay stipends for professional development for the Entity's administrators or counselors.**

b. Rate. Each Eligible Teacher's hourly stipend rate for participating in Code.org provided professional development received through this Agreement will be $ 25.00.

c. Hours of Professional Development. The expected total hours of professional development for the 2016 cohort of teachers are contained in Exhibit B of this agreement. Code.org may make changes from time to time to the expected hours of professional development.

d. Amount. Eligible Teachers shall receive stipends only for the hours they participate in Code.org's professional development. The total amount of stipend funding shall be the Rate (as specified in subsection IV.b. above) multiplied by the number of hours of **completed** professional development. **Code.org is not responsible for teacher or other staff salaries or costs related to implementation (including Taxes/Benefits/travel, see below) beyond the stipend described above.**

e. Code.org Funding. Code.org shall pay to the Entity 50% of the Amount (as specified in subsection III.d. above) for each stipend payment to be made by the Entity to an Eligible Teacher.

f. Payment Process. Code.org funding shall be paid by Code.org directly to Entity. The Entity will, in turn, distribute the funding directly to the Eligible Teacher. Code.org will not be responsible for covering any administrative fee associated with the stipends. Code.org shall provide written verification to the Entity of the completed hours of professional development per Eligible Teacher along with the above specified funding amounts.

g. Taxes/Benefits. Code.org is not responsible for the any taxes, costs, expenses or benefits that may be paid by the Entity to Eligible Teachers in addition to the stipend. The Entity acknowledges, if applicable, those costs are the sole responsibility of the Entity.

h. Point of Contact. The Entity shall provide a point of contact within the Entity's finance/accounting department that will be responsible for administering the payment process.

District Finance contact:

Name: Nance Juner
E-mail: junern@mdusd.org
Phone Number: (925) 682-8000, X4092
Address for Payment: 1936 Carlotta Drive, Concord, CA 94519

    i.   Audit. Upon request from Code.org, the Entity shall provide written verification that funding paid to the Entity by Code.org for Eligible Teacher stipends has been distributed to the Eligible Teachers.

V. License.

    a.   Scope. Code.org grants the Entity a non-exclusive, non-transferable, non-sub-licensable, limited right and license, to access, view, use and display the Code.org Curricular Program, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to in this Agreement as "materials") in conjunction with the Code.org Program. The printed or electronic materials developed and/or used in connection with the Code.org Program, excluding the Proprietary Items and the Exploring Computer Science (ECS) Materials described below, are licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License. More information about this license can be found at: http://creativecommons.org/licenses/by-nc-sa/4.0/

    b.   Proprietary Items. Code.org, and the Code.org logo, trademarks, videos, and other third-party materials including but not limited to trademarks, designs, artwork, graphics, video lectures, and scenes from popular games, movies, and TV shows licensed to Code.org for use in the Code.org Program are services/trademarks belonging to Code.org and its third party licensors ("Proprietary Items"). The Entity shall not make use of, distribute, sublicense or otherwise transfer the Proprietary Items to any third party, or modify, adapt, alter, translate or create derivative works from the Proprietary Items, except as a part of the Code.org Program.

    c.   Exploring Computer Science. Exploring Computer Science is a set of course materials developed under grants to and distributed by the University of Oregon and University of California at Los Angeles ("ECS Materials") and are made available for educators from the ECS website www.exploringcs.org/curriculum

    d.   Program Identification. During the term of this Agreement, the Entity shall use the appropriate logos, marks and other identifying materials on all Code.org Program communications with faculty, students, officials and community constituents. Code.org will supply the Entity with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Code.org Program. The Entity agrees to reasonably promote and publicize the Code.org Program using the available Code.org marketing materials in order to encourage student participation.

VI. <u>Representations and Warranties</u>.

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 Code.org 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.

Code.org hereby makes the following representations and warranties: (a) Code.org owns all right title and interest in the Code.org Program or has a valid license from its third party licensors; and (b) the license to the Entity of the Code.org Program shall not infringe upon any U.S. copyright or U.S. trademark rights, or misappropriate any trade secret, of any third party.

VII. <u>Default</u>.

a. <u>Material Breach and Cure Period</u>. Upon a material breach of this Agreement by either party, including failure to implement the Code.org Program for the academic year immediately following the date of execution of this Agreement, which is not cured within thirty (30) days after written notice is delivered to the defaulting party, this Agreement shall immediately terminate, at the option of Code.org.

b. <u>Failure to Start Courses</u>. In the event that Entity agrees to implement one or more courses, but fails to complete a proper and timely implementation of the courses as required for Code.org Curricular Program(s), then, this Agreement may immediately terminate, at the option of Code.org.

c. <u>Other Remedies</u>. 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 rights and remedies, both legal and equitable, as a result of the breach.

VIII. <u>Term and Annual Renewal of Agreement</u>.

The initial term of this Agreement shall begin as of the date of signing and shall end on June 30, 2017. This Agreement may be renewed for additional years (i.e. July 1, 2017 – June 30, 2018 etc.) if both parties agree and communicate that in writing no later than March 1 preceding the commencement of the next contract year.

IX. <u>Protection of Intellectual Property</u>.

The Entity agrees to adhere to any and all restrictions in connection with intellectual property use agreements of the Proprietary Items between Code.org, and to take proactive measures to

protect such intellectual property used or available under such agreements, as shall be requested by Code.org or the third party licensor of the intellectual property. The Entity agrees that if it materially breaches these restrictions, its right to use such Proprietary Items will be terminated and all Proprietary Items shall be immediately returned to Code.org.

X. <u>Responsibility of Parties</u>.

To the extent permitted by law, the Entity hereby agrees to indemnify, defend and hold harmless Code.org 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 Code.org 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.

To the extent permitted by law, Code.org hereby agrees to indemnify, defend and hold harmless the Entity 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 the Entity may incur as a result of any negligent or willful act of Code.org or any of its agents or employees or the failure by Code.org to perform any of its representations, warranties, commitments, or covenants under this Agreement.

XI. <u>Limitation of Liability.</u>

NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE OR NONPERFORMANCE HEREUNDER, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO TEN THOUSAND DOLLARS ($10,000). THIS SECTION DOES NOT LIMIT A PARTY'S LIABILITY ARISING FROM BREACH OF SECTION IVb OF THIS AGREEMENT.

XII. <u>Warranty Disclaimer.</u>

The Code.org Curricular Program described herein and any related materials are provided to Entity on an "as is" basis, with no warranties, expressed or implied, including but not limited to any implied warranty of merchantability and/or fitness for a particular purpose. Code.org, its employees, independent contractors, Board of Directors, and curriculum development partners and representatives assume no legal liability for the accuracy, completeness or usefulness of the curricula and/or any related materials or resources.

XIII. <u>Miscellaneous Provisions</u>.

a. <u>Assignment</u>. 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 Code.org. This prohibition on assignment shall be a material term of this Agreement and any violation of this Section shall be a material breach of this Agreement, which shall allow Code.org to terminate this Agreement.

b. <u>Notices</u>. Legal notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, and deemed given as of the day they are received via messenger or delivery service, or by email if confirmation of delivery thereof is received, if it is a business day or the next following business day, as follows:

<u>If to the Entity:</u>
Mt. Diablo Unified School District
Attn: General Counsel
1926 Carlotta Drive
Concord, CA 94519
email: velezd@mdusd.org

<u>If to Code.org:</u>
Code.org
Attn: VP of Finance and Admin.
1301 Fifth Avenue, Suite 1225
Seattle, WA 98101
email: _____

c. <u>Benefit</u>. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

d. <u>Entire Agreement</u>. 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.

e. <u>Injunctive Relief</u>.   The parties agree that any breach of the Paragraphs entitled License and Protection of Intellectual Property by the Entity, its employees or agents may cause immediate and irreparable injury to Code.org and that, in the event of such breach, Code.org shall be entitled to seek injunctive relief, without the necessity of proving damages or posting a bond, as well as any other remedies available at law or in equity.

f. <u>Choice of Law, Jurisdiction and Venue</u>. This Agreement shall be construed in accordance with the laws of the State of Washington, without regard to its conflict of laws provisions and the parties hereby consent to jurisdiction and exclusive venue in the state and federal courts sitting in Seattle, King County, Washington.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

Date: _____

By:_____
Entity Superintendent or School Board
President/Chairperson, or their legally authorized
designee

Name:_____

Title:_____

CODE.ORG

Date: _____

By:_____
Hadi Partovi
President/CEO

EXHIBIT A -- EVALUATION, ASSESSMENT AND DATA SECURITY

THIS EXHIBIT A is made a part of and is subject to that certain COMPUTER SCIENCE EDUCATION PROGRAM AGREEMENT dated as of January 11, 2016, (the "Agreement") by and between Mt. Diablo Unified School District and Code.org, to which this Exhibit A is attached. Any capitalized term used but not defined in this Exhibit A shall have the meaning assigned to such term in the Agreement.

I. EVALUATION PROGRAM

Code.org assists and supports participating Entities in implementing the Code.org Program. Code.org continually researches and evaluates the effectiveness of the Code.org Program in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating Entities provide to students. These efforts include the development and validation of assessments, surveys and/or other measurement tools during an Entity's participation in the Code.org Program.

Code.org, of its own accord or through its designated representative(s) for evaluation, hereafter referred to as "Evaluator", will provide, and the Entity will participate in, the Code.org systematic assessment and evaluation process. The Evaluator will be a neutral third party. The Entity will assist Code.org and Evaluator in working through the Entity's standard procedures for obtaining access to data for the purposes of evaluation as detailed below. The Entity may provide the Evaluator with individual student achievement and assessment data and limited demographic data (as detailed below). The Entity may facilitate student participation in survey and interview data collection conducted by the Evaluator. Entity will not provide Code.org any individual student achievement or demographic data, but will provide Code.org with classroom and school average scores on Code.org assessments. Individual student data given to the Evaluator by the Entity shall be de-identified and contain a unique de-identified student number that cannot be used to re-identify the student (for example, a one-way mapped version of the Entity student ID). This de-identified student data will be used solely for the purpose of analyzing student performance over time and contain no personally identifiable student information.

II. EVALUATION SCOPE

The evaluation will be used to improve the Code.org program (curriculum and implementation) and seeks to answer questions such as the following:

- How effectively do teachers prepared by the Code.org program teach computer science?
- Do the students in the Code.org program learn computer science?
- What impact does studying computer science have on these students' other academic achievements (for example in mathematics, science, and English)?

The Entity may provide the Evaluator de-identified individual student data (with a unique de-identified student number for the purposes of analyzing student performance over time):

- Computer science assessment results of students, including average AP scores for code.org classrooms, both before and after participation in the Code.org program
- De-identified student demographic information: gender, ethnicity, grade level, free/reduced-lunch status, English language learner status, graduation status, and special education status. If certain demographic information (such as ethnicity) would allow direct identification of specific students, it should be excluded from data provided by Entity to Evaluator.
- Standardized test scores of students, both before and after participation in the Code.org program, for a test group and a comparable or matched group of students only if the Entity will participate in the study of computer science impact on other test scores

The Entity will provide the Evaluator other support necessary for carrying out the evaluation, including facilitating parent/guardian permission, providing teacher registration and/or student rostering/registration information.

The Evaluator may request longitudinal de-identified student achievement data for the current year, the preceding two (2) years until the end of a student's participation in the program.

III. DATA SECURITY AND PRIVACY

Code.org protects data and other records in keeping with the letter and spirit of applicable federal, state and local law.

Code.org will not receive any individual student achievement or demographic data generated outside of Code Studio (Code.org's tutorial platform) from Entity or from the Evaluator. However, Code.org may collect student data from students enrolled in courses on Code Studio within and outside of the Entity. This may include data such as student logins as well as student progress and achievement on online tutorials within Code.org's tutorial platform and assessments for courses within Code Studio. Students participating through Code.org's tutorial platform can use accounts set up by the Entity or by their teachers, and will be allowed (but not required) to provide email addresses. Code.org has a Privacy Policy which governs Code.org's use, sharing and collection of data that Code.org has access to or collects through its programs, including its online tutorial platform. The Privacy Policy can be found at: http://code.org/privacy.

Code.org may receive other, non-student information, from the Entity from time to time. Code.org implements reasonable safeguards and precautions to secure data and protect against unauthorized access to its systems and data, and will only share information that it collects or receives, either from the Entity or from its other activities, in accordance to Code.org's Privacy Policy and in accordance with this Agreement, to which this exhibit is attached.

Code.org will require the Evaluator to use and maintain any data given to the Evaluator by the Entity for the purposes set forth above and only in accordance with reasonable privacy/security measures, proper professional practices, student confidentiality and applicable federal, state and local laws, including the Family Educational Records and Privacy Act ("FERPA"). The Evaluator will be prohibited from using or disclosing the student data for any commercial purpose. The Evaluator is the only party, besides the Entity, that shall have access to the de-identified student data given to the Evaluator by the Entity.

The Entity will be responsible, where applicable, for implementing annual notifications, obtaining any necessary student, parent or guardian consents, record-keeping and other such privacy requirements relating to these services.

EXHIBIT B -- HOURS OF PROFESSIONAL DEVELOPMENT

Below are the expected phases of professional development for Code.org's High School and Middle School programs for the cohort of teachers starting professional development in the Spring of 2016 (Phase 1). Code.org reserves the right to make changes to its professional development model including adding/removing programs, phases and number of hours. As specified above, any change that would result in a change in the number of total hours shall be communicated to the Entity by Code.org.

Computer Science in Algebra -- Total expected hours from three phases of professional development is **55 hours**, of which 35 hours is in-person and 20 is online.

Computer Science in Science -- Total expected hours from three phases of professional development is **55 hours**, of which 35 hours is in-person and 20 is online.

Introductory Computer Science (called Exploring Computer Science) -- Total expected hours from four phases of professional development is **94 hours,** 72 is in-person and 22 hours is online.

Computer Science Principles -- Total expected hours from four phases of professional development is **94 hours,** 72 is in-person and 22 hours is online.