

Expired / 2013  
draft of Code.org  
district contract  
(For current  
versions, contact  
Code.org)

**IMPORTANT NOTE:** This is an out-of-date document that we've only left online because a handful of websites link to it. In the interest of transparency we've kept the document online. But all of the contractual terms have been revised many times, and this document is not legally binding on any entity.

**AGREEMENT BETWEEN CODE.ORG AND «Entity\_Name»**

This agreement is entered into as of \_\_\_\_\_, 20\_\_ by and between «Entity\_Name» (the “Entity”), <entity description>, located in «City», «State» and **Code.org**, a Washington State charitable not-for-profit corporation having an address at 1511 Third Avenue, Suite 301, Seattle, WA 98101 (“Code.org” and collectively with the Entity, the “parties”).

WITNESSETH:

WHEREAS, Code.org has established a comprehensive program and curricula for K-12 Computer Science education (the “Code.org Program”) and supports a network of school districts and public/private sector collaborators (the “Code.org Community”); and

WHEREAS, the Entity desires to implement the Code.org Program; which consists of various curricular programs (the “Code.org Curricular Program(s)”) described in Exhibit A; and

WHEREAS, the Entity shall have access to all Code.org Program curricula and annual updates as well as access to online collaboration forums, online on-going training, online program support and additional benefits; 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:

Registration and Information.

The Entity has registered with Code.org on \_\_\_\_\_ (mm/dd/yy) and identified which Code.org 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. Upon registration, the Entity will designate a district-level Code.org coordinator (“Entity Coordinator”) responsible for collaborating with Code.org in the implementation of the Code.org Program. In the event that Entity elects to add additional Code.org Curricular Programs, Entity must first complete the necessary data entry and/or information reasonably required by Code.org. The registration or site add-on data/information may be amended by Code.org from time to time in its discretion.

Pilot Model Program.

The Entity agrees that the Code.org Program as implemented will serve as a model for other school districts in the Code.org Community. The Entity will make its program available for observation and inspection by other school districts and will exchange information concerning

the Code.org Program with other school districts, whether or not such school districts have currently implemented the Code.org Program.

#### Code.org Program Requirements.

The Entity agrees to implement the Code.org Program according to the program and implementation requirements established by Code.org (referred to as “Exhibit A: Code.org Agreement Program Requirements” or “Program Requirements”), which shall include, but not be limited to, program details governing sequencing, courses, professional development, maintenance of program standards, marketing, and other aspects of a successful implementation of the Code.org Program and Code.org courses by participating entities. Program Requirements may be modified from time to time by Code.org in its reasonable discretion.

#### Assessment and Evaluation of Results.

Code.org assists and supports participating Entities in the Code.org Community and the quality of the Code.org Program through studying and evaluating the effectiveness of the Code.org Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that Code.org participating entities provide to students. These efforts include the development and validation of assessments, surveys and/or other measurement tools on behalf of entities during their participation in the Code.org Program. Code.org will provide, and the Entity will participate in, the Code.org systematic assessment and evaluation process conducted by Code.org and/or its designated representatives. The Entity and Code.org acknowledge and agree that any 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 the Family Educational Records and Privacy Act (“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. The Entity shall be responsible for implementing annual notifications, record-keeping and other such privacy requirements relating to these services.

#### License.

- a. Scope. Code.org grants the Entity a non-exclusive, transferable, non-sub-licensable, limited right and license, to access, view, use and display the curricula, 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 described below, are licensed under a [Creative Commons Attribution-NonCommercial-ShareAlike 3.0 Unported License](http://creativecommons.org/licenses/by-nc-sa/3.0/). More information about this license can be found at: <http://creativecommons.org/licenses/by-nc-sa/3.0/>

- 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 service/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 instruction, curriculum and assessments.
- c. 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.

#### Representations and Warranties.

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.

#### Default.

- a. Material Breach and Cure Period. Upon a material breach of this Agreement by either party which is not cured within thirty (30) 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. Failure to Implement Program. If the Entity fails to implement the Code.org Program for the academic year immediately following the date of this Agreement,

then this Agreement may immediately terminate, at the option of Code.org. In the event that Entity implements one or more courses, but fails to complete a proper and timely implementation of the courses required for the Entity's Code.org Curricular Program(s), then, this Agreement may immediately terminate, at the option of Code.org.

- 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.

#### Term and 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; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) for a total of four years, unless a party terminates the Agreement by notice to the other party in writing no later than April 1 preceding the commencement of the next Contract Year.

#### Protection of Intellectual Property.

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 or the third party licensor. The Entity shall solely be responsible for any remedies sought by the third party licensor relating to the Entity's breach of these provisions, and Code.org shall not be liable in any way for such breach.

#### Responsibility of Parties.

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.

Limitation of Liability.

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 THE LICENSE OR THE PROTECTION OF INTELLECTUAL PROPERTY SECTIONS OR ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

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 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. Notices. 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, as follows:  

<u>If to the Entity:</u> _____ _____ _____ _____	<u>If to Code.org:</u> Code.org Attn: Director of Finance and Admin. 1511 Third Avenue, Suite 301 Seattle, WA 98101
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- c. Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.
- d. 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.

- e. Injunctive Relief. 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 posting a bond, as well as any other remedies available at law or in equity.
- f. Choice of Law, Jurisdiction and Venue. 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.

«Entity\_Name»

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: CODE.ORG AGREEMENT PROGRAM REQUIREMENTS

This document contains legally binding obligations for participating Entities. Entities are advised to consult with their State Education Departments to ensure that they understand and follow important factors and implications in their states, which include funding requirements and opportunities, and State Department of Education guidelines.

### I. DEFINITIONS

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 or entity,” which includes districts, participating schools, or other organizations that are authorized to enter into the Code.org Agreement with Code.org.

Requirement: Requirements must be followed when implementing the Code.org Program. Unless an entity is provided with a waiver from a Requirement, the Entity is responsible for implementing the Requirement into its Code.org Program at Entity’s own expense.

Code.org Curricular Program: Code.org offers three elements that represents its curricular programs. The entity wishes to implement the following curricular program(s) (check all that apply):

- Elementary School Computer Science
- Middle School Computer Science
- High School Computer Science (required for participation)

There are two cohorts of schools and teachers that will participate in the Code.org Program. The term “Cohort 1” refers to schools entering into the Code.org Program in 2013-2014 and “Cohort 2” refers to schools entering into the Code.org Program in 2014-2015.

### II. CODE.ORG CURRICULAR PROGRAM:

An Entity participating in the Code.org Program beginning in 2013-2014 is required to offer courses, select teachers to receive professional development, and to market these courses to students and parents. In return, the entity will receive, at no charge, the following services and products: Code.org course curricula, access to online tools, professional development for participating teachers (including stipends), best-practice sharing, marketing materials, and customizable print materials.

The Code.org Curricular Program consists of three separate course packages that together represent a comprehensive approach to K-12 Computer Science education. A district partnership requires adoption of the High School Computer Science course package, while the

Elementary and Middle School programs may be added independently. While modification to the daily lesson instruction in the Code.org curriculum 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.

### **A. Elementary School Computer Science**

The Code.org computer science curricular program, Elementary Computer Science, consists of the following courses:

- K-2: Elementary Computer Science 1.0
- 3-5: Elementary Computer Science 2.0

The following are the minimum implementation requirements:

- The Entity must offer its students, in each participating school, a minimum of one Code.org Elementary Computer Science course within a period of two academic years from the date of this agreement.
- The most recent version of the curricula for each Code.org course must be used, which Code.org will make available to the Entity.

All Code.org Elementary School Computer Science courses are designed as 20 lessons to be implemented on a standard 45-50 minute schedule. For schools on a traditional two-semester year, these lessons can be completed as one contiguous unit for 20 days of instruction or one day a week for an entire semester, or any other format, as long as the unit is completed in its entirety.

### **B. Middle School Computer Science**

The Code.org computer science curricular program, Middle School Computer Science, is a program of interdisciplinary modules with the following minimum implementation requirements:

- The Entity must offer its students, in each participating school, both Code.org Middle School Computer Science modules within a period of two academic years from the date of this agreement.
- The following courses are aligned with common state standards in math and science:
  - Computer Science in Math
  - Computer Science in Science

The most recent version of the curricula for each Code.org course must be used, which Code.org will make available to the Entity.

All Code.org Middle School Computer Science modules are designed as 10-lesson courses on a standard 45-50 minute schedule. For schools on a traditional two semester year, these courses are meant to be incorporated into a pre-existing Math or Science class as one contiguous unit over 10 days of instruction, one day a week for an entire semester, or any other format, as long as the course is completed in its entirety.

### **C. High School Computer Science**

The Code.org computer science curricular program, High School Computer Science, is a program of study including courses that broaden participation in secondary computer science, and prepare students for post-secondary experiences related to computing or college majors in computer science. The following are the minimum implementation requirements:

- The Entity must offer its students, in each participating school, a minimum of the two core courses in the High School Computer Science program, Exploring Computer Science and Computer Science Principles, within a period of three academic years from the date that it commences the curricular program.
- Exploring Computer Science shall be implemented in the second academic year while Computer Science Principles shall be implemented in the third academic year.

In addition, the Entity may choose to adopt additional third-party courses, approved by Code.org, but not be part of Code.org's professional development funding.

All Code.org High School Computer Science courses are designed as year-long courses on a standard 45-50 minute schedule. For schools using alternative scheduling formats, for example, double period or block scheduling, these courses can be completed in a semester (or, for example, a trimester) as long as the course is completed in its entirety.

The School District shall offer the core courses in the Code.org Curricular Program if there are a minimum number of students enrolled, to be mutually determined by the Entity and Code.org.

Exploring Computer Science units shall be offered in a manner consistent with the entity's existing scheduling format. The Entity is required to teach Units 1, 2, and 4 in order and in their entirety without interruption. The Entity may decide whether to implement Exploring Computer Science as a semester course (Units 1, 2, and 4) or a year-long course with a minimum implementation of Units 1 to 4.

The most recent version of the curricula for each Code.org course must be used, which Code.org will make available to the Entity.

### III. CORE CREDIT

By \_\_\_\_\_ (mm/dd/yy, but no later than the finalization of course registration materials), the Entity will have completed all of the necessary internal activities that will enable the Code.org High School Computer Science course offerings to be counted as a high school math and/or science credit as appropriate and in consultation with Code.org. If the Entity is not responsible for credit decisions, the Entity agrees to advocate for the credit decision to its governing agency in partnership with Code.org.

### IV. COURSE CODES

The Entity agrees to adopt course codes at the district level for each course to be implemented in the selected Code.org Program by \_\_\_\_\_ (mm/dd/yy, but no later than the finalization of course registration materials) and communicate them to district schools.

### V. SCHOOL/TEACHER SELECTION AND COURSE REGISTRATION

The Entity agrees to implement the Code.org Program at a minimum of \_\_\_\_\_ schools over the partnership term to be mutually determined by the Entity and Code.org, with special consideration for schools with strong principal leadership and interest. This may include elementary schools, middle schools, and/or high schools as selected to participate in Code.org's Elementary, Middle, and High School Computer Science Programs. There is no requirement that a district offer all three programs.

The number of schools participating in Cohort 1 will be determined by \_\_\_\_\_ (mm/dd/yy, but no later than 11/15/13).

The number of schools participating in Cohort 2 will be determined by \_\_\_\_\_ (mm/dd/yy, but no later than 11/14/14).

In the event that the Entity elects to have additional schools or sites added, or elects to make other material changes such as additional Code.org Curricular Programs, the Entity and Code.org must agree to changes before 12/15/13 (Cohort 1) and 12/14/14 (Cohort 2).

The Entity agrees to reasonably promote and publicize the Code.org Program to school administration, guidance counselors, and staff using the available Code.org marketing materials in order to encourage student participation by \_\_\_\_\_ (mm/dd/yy, but no later than one month before the beginning of course registration decisions).

The Entity and Code.org will mutually determine an application form to be used with schools applying to participate in the Code.org Program. A communication from the district superintendent shall be sent to all district schools informing them about the Code.org partnership and asking them to apply as a participating school by \_\_\_\_\_ (mm/dd/yy) with all applications due by \_\_\_\_\_ (mm/dd/yy, but no later than

11/01/13 for cohort 1 and 11/01/14 for cohort 2). Each identified school will designate a representative of the administration as a School Coordinator at the time the school submits its application.

A decision approving and notifying the district schools participating in the first year of the Code.org partnership shall be made by \_\_\_\_\_ (mm/dd/yy, but no later than 11/15/13 for cohort 1 and 11/14/14 for cohort 2).

In each year of the partnership term that new schools participate in the Code.org Program, a communication from the principals of these schools shall be sent to all students and parent(s)/guardian(s), using Code.org marketing materials, informing them about the Code.org partnership and/or opportunity to enroll in Code.org courses (where course registration is applicable) by \_\_\_\_\_ (mm/dd/yy, but no later than one month before course registration period begins). If possible, the Entity will encourage principals to inform students about the availability of the Code.org Program via school assemblies, announcements, etc.

The Entity web site and participating school web sites will prominently reflect the announcement and availability of the Code.org Program using a banner or sidebar provided or approved by Code.org by \_\_\_\_\_ (mm/dd/yy, but no later than one month before course registration period begins).

Each school will determine the number of course period offerings (as a reflection of student enrollment) and provide confirmed course periods in the master school schedule for each selected Code.org course by \_\_\_\_\_ (mm/dd/yy, but no later than 04/01/2013 for Cohort 1 and 04/01/2014 for Cohort 2). Each Code.org course in a participating high school will be offered in a course period in which it is the only course being taught, unless mutually agreed upon by the participating school and Code.org.

Each participating school will select/assign teacher(s) to the selected Code.org courses by \_\_\_\_\_ (mm/dd/yy, but no later than the beginning of teacher professional development) based on the Teacher Selection criteria below. Each participating school will submit a list of Code.org courses being offered in the next school year and the assigned teachers to Code.org by \_\_\_\_\_ (mm/dd/yy, but no later than a month before the beginning of teacher professional development).

Teacher Selection:

- Teachers instructing a Code.org course should have as a minimum a Bachelor's Degree, and be in compliance with applicable state teacher licensure or certification requirements.
- Each teacher selected to participate in the Code.org Program shall commit to teaching in the Code.org Program for a minimum of two school years through a letter of intent administered by the district. The school principal for each selected teacher commits that

the teacher receiving professional development is assigned at least one course period for the Code.org course for which they are receiving professional development.

- It is preferred that teachers have a math or science background, preferably in teaching an advanced math/science, with some prior experience with inquiry techniques and computer science.
- Code.org recommends that at least two teachers per school participate in the professional development phases simultaneously to provide the best quality professional development experience.
- Code.org reserves the right to accept or reject teacher candidates for any professional development phases, and has the sole discretion to determine a teacher's successful completion of any professional development phases.

## VI. STIPENDS PAID BY CODE.ORG

All stipends specified in this document will be paid by Code.org.

Each teacher assigned to teach a Code.org course will receive a \$\_\_\_\_\_ stipend per hour for the professional development received through this agreement (based on the Entity's standard hourly stipend for professional development).

Each counselor and administrator will receive a \$\_\_\_\_\_ stipend per hour for the professional development received through this agreement.

As a part of the professional development workshops, Code.org agrees to cover catering for one meal per in-person workshop day and workshop materials for all teacher participants as well as cover all costs associated with professional development facilitators.

Code.org is not responsible for teacher salaries or costs beyond the stipend described above.

## VII. PROFESSIONAL DEVELOPMENT

Code.org professional development is a multi-phase program designed to provide educators with the opportunity to increase their depth of content knowledge, skills, and pedagogy related to inquiry, equity, and specific Code.org course instruction. The professional development model is structured to empower teachers by focusing on proper preparation, in-depth learning, feedback, reflection, and continuing education. Teachers are required to successfully complete course-specific Code.org professional development for each Code.org course they will instruct.

The Entity will recognize the hours that teachers participate in Code.org professional development as meeting hourly requirements for continuing professional development, such as requirements related to maintaining certification.

Code.org professional development is offered in multiple phases. Elementary and Middle School teachers will participate in phases 1, 2, and 4. Secondary teachers will complete all four phases.

### **Phase 1: Readiness Development (Online Course)**

The first phase in the Code.org professional development model is focused on ensuring participants have basic technical and computer science content knowledge prior to participating in pedagogy, skill, and knowledge enhancement professional development experiences. Participants must successfully complete Readiness Development prior to registering for Teaching and Learning Studio.

- Elementary and Middle school teachers will participate in a 5 hour online course, for which they will receive a stipend for 5 hours upon successful completion of the course.
- Secondary teachers will participate in a 20 hour online course, for which they will receive a stipend for 20 hours upon successful completion of the course.
- Code.org recommends that a teacher participates in Readiness Development during the professional day, but the final decision will be made by the school district.
- Any additional training necessary for the teacher to successfully complete Readiness Development is the sole responsibility of the Entity.

### **Phase 2: Teaching and Learning Studio (Summer Workshop)**

This phase is focused on providing participants with a hands-on professional development experience focused on equitable practices, pedagogy, skill and knowledge enhancement, and creating professional learning communities. Participants must successfully complete Teaching and Learning Studio for each Code.org course they will teach.

- Elementary and Middle school teachers will participate in a one-day, 8 hour workshop, for which they will receive a stipend for 8 hours upon successful completion of the workshop. K-2 teachers, 3-5 teachers, and Middle school teachers will attend separate tracks, scheduled during the same week that Secondary teachers attend their Teaching and Learning Studio.
- Secondary teachers will participate in a 5-day workshop, 8 hours a day, for which they will receive a stipend for 40 hours upon successful completion of the workshop.
- The Entity must require all teachers to successfully complete course-specific Core Training prior to teaching that Code.org course to their students.
- In the event the Teaching and Learning Studio schedule conflicts with the teacher's availability, effort should be made to make accommodations for that teacher at an alternate location or Code.org affiliate professional development provider.
- In the event a participating school or site of the Entity loses a teacher in the middle of an academic year and Teaching and Learning Studio is not available, the Entity should contact Code.org. Code.org will work with the Entity to create a plan, outlining a

provisional solution to support the teacher until the next available Teaching and Learning Studio session.

- Code.org permits previously trained teachers to repeat Teaching and Learning Studio. The Entity shall be responsible for all fees and expenses associated with repeated Teaching and Learning Studio.

### **Phase 3: Academic Year Development (Online Course)**

This phase is designed to provide Code.org teachers with professional support, guidance, and feedback during the school year and experiences with an online community of practice.

- Elementary and Middle school teachers may voluntarily participate in scheduled webinars and online discussion forums, for which they do not receive a stipend.
- The Entity must require Secondary teachers to participate in a 40-hour online course during the academic year, for which they will receive a stipend for 40 hours upon successful completion of the course.
- Code.org recommends that a teacher participates in Academic Year Development during the professional day, but the final decision will be made by the school district.

### **Phase 4: Post Year Development (Summer Workshop)**

This phase is designed to provide Code.org teachers with the opportunity to reflect on their academic year experience, improve on their pedagogy, and transition to teaching further courses in the Code.org Curricular Program.

- Elementary and Middle school teachers will participate in a one-day, 8 hour workshop, for which they will receive a stipend for 8 hours upon successful completion of the workshop. K-2 teachers, 3-5 teachers, and Middle school teachers will attend separate tracks, scheduled during the same week that Secondary teachers attend their Post Year Development workshop.
- Secondary teachers will participate in a 3 day workshop, 8 hours a day, for which they will receive a stipend for 24 hours upon successful completion of the workshop.
- The Entity must require all teachers to successfully complete Post Year Development following teaching that Code.org course to their students.

Professional Development: Important Dates

1) Code.org and Entity will determine the time and location of the workshops, and Entity will inform participants, no later than April 1, 2013 for Cohort 1 and April 1, 2014 for Cohort 2.

- Readiness Development: \_\_\_\_\_ (mm/dd/yy)
- Teaching and Learning Studio: \_\_\_\_\_ (mm/dd/yy)

- Academic Year Development: \_\_\_\_\_ (mm/dd/yy)
- Post Year Development: \_\_\_\_\_ (mm/dd/yy)

2) The Entity will register teachers for the workshops by the following dates:

- Readiness Development: \_\_\_\_\_ (mm/dd/yy)
- Teaching and Learning Studio: \_\_\_\_\_ (mm/dd/yy)
- Academic Year Development: \_\_\_\_\_ (mm/dd/yy)
- Post Year Development: \_\_\_\_\_ (mm/dd/yy)
- By \_\_\_\_\_ (mm/dd/yy) Entity will identify one lead counselor and one administrator per school as Code.org liaisons, and register them for Counselor/Administrator Readiness Development.

#### Master Teacher Development

Master Teacher Development is a separate professional development track occurring in 2014-2015 designed to build leadership capacity and promote the sustainability of the Code.org Program beyond the term of the partnership with Code.org.

- Master Teachers will develop new teachers, lead the district's professional learning community, and take on the responsibility of leading professional development beyond the term of Code.org's district partnership.
- Master Teacher candidates will co-lead professional development workshops with Code.org facilitators. Upon successfully co-leading sessions, they will achieve Master Teacher status and are able to independently lead their own workshops.
- Code.org shall select two Master Teacher candidates per cohort in Phase 3, in consultation with the Entity Coordinator, by \_\_\_\_\_ (mm/dd/yy but no later than April 1, 2014).
- Elementary and Middle School Master teachers will receive a stipend for a total of 22 hours:
  - Successful completion of a 10-hour online course
  - Co-leading an 8 hour Teaching and Learning Studio
  - 4 hours of planning with the Code.org facilitator
- Secondary Master teachers will receive a stipend for a total of 82 hours:
  - Successful completion of a 10-hour online course
  - Co-leading a 40 hour Teaching and Learning Studio
  - Co-leading a 24 hour Post Year Development workshop
  - 8 hours of planning with the Code.org facilitator

## Counselor and Administrator Professional Development

Each participating school's lead counselor and school administration representative are required to successfully complete professional development during which they will learn more about the Code.org Program as well as why and how they should encourage students to enroll in Code.org courses. Each will receive a stipend for a total of 18 hours:

- 2 hours of Readiness Development
- 4 hours of the Teaching and Learning Studio
- 4 hours of Post Year Development
- 8 additional hours of stipend for marketing the Code.org program at after-school events such as Parent/Teacher Association meetings and managing the school's data collection on behalf of Code.org.

In addition to the lead counselor, each counselor in a participating school will participate in 2 hours of Readiness Development.

## VIII. COMPUTER SCIENCE ADVISORY COUNCIL

Code.org encourages the Entity to establish a computer science advisory council to provide optimal support and to facilitate the operation of the entire Code.org Program, while building community support and advocacy. Code.org may advise the Entity in selecting representatives from local or regional government representatives, local workforce development organizations, economic development personnel, business, labor organizations, and secondary and postsecondary, academic and technical educators and other stakeholders with backgrounds in computing fields such as representatives from local technology companies and institutions of higher learning. These individuals may provide classroom speakers, mentors, job-shadowing venues, field-trips funding for scholarships, and internship opportunities that are beyond the scope of the Code.org program. Entity bears sole responsibility for managing the advisory council on an ongoing basis.

## IX. ASSESSMENT AND EXAMINATIONS

For each of the High School courses (Exploring Computer Science and Computer Science Principles), Entity must administer the most current version of the unit and end-of-course assessments provided by Code.org to its students at the end of the Exploring Computer Science course.

Entity must administer the assessments in accordance with guidelines specified by Code.org, and any deviation from those guidelines must be documented by Entity and approved by Code.org. Code.org shall take reasonable measures to ensure that protected student information is safeguarded and kept private in accordance with applicable law.

## X. EVALUATION

Code.org assists and supports participating entities by studying and evaluating the effectiveness of the Code.org Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that Code.org 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 Code.org Program.

Code.org's ongoing studies review longitudinal student achievement data for the current year, the preceding four (4) to six (6) academic years, until the end of the student's academic history in the district, after which the data is destroyed, or, at the request of the Entity, will be returned to the Entity. (De-identified data may be retained in a secure area and used for historical purposes relating to the continued support of the Code.org Program.) The Entity will provide to Code.org the necessary student-level data to be used to perform all agreed upon evaluation activities and will participate in the evaluation process conducted by Code.org and/or its designated representatives, which includes parent/guardian permission, teacher registration, student rostering/registration, and full participation in various assessments, examinations, surveys and/or other measurement tools using technology and other support services provided by Code.org.

## XI. DATA PRIVACY AND SECURITY

Code.org works to ensure that data and other records are protected in keeping with the letter and spirit of applicable law. Education records are administered consistent with applicable laws. Code.org may also have access to other information which is not subject to these laws. Code.org implements reasonable safeguards and precautions to secure data and protect against unauthorized access to its systems and data, and generally will only share information that it collects or receives as required for administrative purposes, to further its charitable mission, or as permitted by law.

By signing the Code.org Agreement, the Entity and Code.org acknowledge and agree that: (i) 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; (ii) 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, which will include the Entity Coordinator, school administrators, and other persons who are specifically authorized by the Entity as having a legitimate interest in receiving the data.

The Entity shall be responsible for identifying the individuals who will receive this data, implementing annual notifications, record-keeping and other such privacy requirements relating to these services.

**IMPORTANT NOTE: ALONG WITH MANY OTHER CHANGES, NEWER VERSIONS OF THIS CONTRACT CLARIFY THAT ENTITY CAN ONLY PROVIDE ANONYMIZED / DE-IDENTIFIED STUDENT DATA, AND DATA CAN ONLY BE SENT TO A 3RD PARTY EVALUATOR FOR RESEARCH PURPOSES, NOT TO CODE.ORG**

## XII. LICENSE TO CODE.ORG MATERIALS

Any use or distribution of Code.org materials (which includes the marks, curricula, framework, methodologies, processes, information, materials and other intellectual property owned by Code.org) is subject to the terms and limitations of the license provided to each entity in its agreement with Code.org.

## XIII. MARKETING AND PUBLIC RELATIONS

In addition to the efforts to promote the Code.org Program to students and parents during course registration, Entity and Code.org will cooperate to promote computer science education broadly to all students, especially girls and underrepresented groups.

## XIV. INTERNET TECHNOLOGIES AND ELECTRONIC COMMUNICATIONS

Code.org will leverage a variety of internet applications and systems to facilitate the delivery of our content and curriculum to teachers and students across its entire network. Code.org shall determine these systems at its sole discretion and will ensure that proper security is provided to safeguard sensitive data. The Entity shall ensure that it has employed sufficiently technology to allow teachers and students to access the Code.org systems. Minimum technology requirements per school include:

- One lab consisting of  $X$  computers (Mac or PC) per student (where  $X$  is the maximum Code.org course class size)
- Online connectivity at a minimum of 10MB/sec
- Modern browsers on computers (IE9+, or Firefox, Chrome, Safari, Mobile Safari, Android tablets)
- The following domains to be whitelisted for access: Code.org and YouTubeEducation.com OR the YouTube whitelist program

Code.org will not be responsible for costs associated with meeting the above described technology requirements.

In order to facilitate various types of communications including email communication with schools and teachers, the Entity shall add the Code.org domain name to safe sender or white list at the district, school and individual user levels. In the case of organizations with firewalls or other filtering technology in place to support their security needs, the Entity shall make accommodations to its infrastructure to ensure that Code.org's electronic communications are received by recipients within the Entity's network. In cases where Code.org uses specific internet based systems for delivery of curriculum, assessments or other relevant content to schools, teachers and students, the Entity shall ensure that all users are properly registered in these systems in keeping with the policies and procedures Code.org puts in place to ensure secure access to relevant information.

## XV. IMPORTANT ADDITIONAL REQUIREMENTS

In the event that the Entity does not implement the Code.org Program for the fall semester of the academic year immediately following the date of this Agreement (for any of Entity's sites or schools registered as of the date of the agreement), or for the fall semester following registration, as applicable (for any of Entity's sites or schools registered after the date of this agreement), then the Entity must notify Code.org within ten days of the commencement of the then academic year to determine a mutually agreeable new implementation schedule.

Entity agrees to support the program administratively. Currently, a key role in the process is the Entity Coordinator who at a minimum must manage the related Agreement processes and also keep contact information updated.

Thank you for your close review of these important Program Requirements, which are legally binding as part of the Code.org Agreement. If you have any questions, please contact the Code.org district support team at [district@code.org](mailto:district@code.org).

district contract  
(For current  
versions, contact  
Code.org)