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Enactment Date	4/11/18



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date 4/11/18
(To be completed by Procurement)

Subject Agreement - The Regents of the University of California, Davis, CA (contractor)
- Roosevelt Middle School (site/department)

Action Requested Approval by the Board of Education of the Agreement between the District and The Regents of the University of California. Services to be primarily provided to Roosevelt Middle School for the period of April 11, 2018 through July 31, 2018.

Background
A one paragraph explanation of why the consultant's services are needed.

The University of California at Davis' Center for Integrated Computing and STEM (C-STEM) Education hosts a unique robotics training program and competition and Roosevelt Middle School would like to participate in this curricular program.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Participation Agreement between District and The Regents of the University of California, Davis, CA, for the latter to provide their computing, science, technology, engineering, and mathematics (C-STEM) curricular programs by hosting a unique robotics training program and competition that Roosevelt Middle School would participate in, for the period of April 12, 2018 through July 31, 2018, in an amount not to exceed \$800.00.

Recommendation Approval by the Board of Education of an Agreement between the District and The Regents of the University of California, Davis, CA. Services to be primarily provided to Roosevelt Middle School for the period of April 12, 2018 through July 31, 2018.

Fiscal Impact Funding resource name (please spell out): 0000/General Purpose in an amount not to exceed \$800.00.

Attachments

- Participation Agreement



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. 18-0519

Department: 212/Roosevelt Middle School

Vendor Name: The Regents of the University of California, Davis, CA

Contract Term: Start Date: 4/11/18 End Date: 7/31/18

Annual Cost: \$ 800.00

Approved by: Cliff Hong / Mark Triplett

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

U.C. Davis hosts a unique robotics competition that Roosevelt Middle School would like to be a part of.

Summarize the services this Vendor will be providing.

Facilitate a robotics training program and competition.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

U.C. Davis is the only organization that provides this unique service.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**C-STEM
PARTICIPATION AGREEMENT
(Oakland Unified School District)**

This participation agreement ("Agreement") is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University") on behalf of its UC Davis Center for Integrated Computing and STEM Education ("C-STEM or The C-STEM Center"), and OAKLAND UNIFIED SCHOOL "District", collectively, the "parties".

WITNESSETH:

WHEREAS, The C-STEM Center has established a comprehensive program and curricula for computing and STEM education (the "C-STEM Program") and supports a network of school districts, colleges, universities, and private sector collaborators (the "C-STEM Network"); and

WHEREAS, District desires to implement the C-STEM Program in order to provide its students specialized training in science, technology, engineering, and mathematics (STEM) subjects, which consists of various curricular programs (the "C-STEM Curricular Program(s)"); and

WHEREAS, District shall have access to all C-STEM Program curricula and annual updates as well as access to the C-STEM electronic communication network, online systematic assessment and evaluation, online on-going training, online program support and additional benefits; and

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

NOW, THEREFORE, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide District with access to the C-STEM Curricular Program according to the following terms and conditions.
2. **Term.** The term of this Agreement shall begin as of the date last signed below continuing through July 31st, 2018.
3. **Application and Information.** District's application forms showing participating schools, contact information and dollar amounts are attached as Exhibit A and are by this reference made a part hereof. District represents that the information contained in the application remains accurate as of the date of this Agreement. In the event that District elects to have additional schools or sites added, or elects to make other material changes such as adding additional C-STEM Curricular Programs, District must first complete the necessary data entry and/or information reasonably required by the C-STEM Center, followed by an amendment signed by the parties.
4. **C-STEM Requirements for Implementation.** District agrees to implement the C-STEM Program according to the program and implementation requirements established by the C-STEM Center ("C-STEM Program Requirements" or "Program Requirements" attached hereto as Exhibit B and made a part hereof), which shall include, but not be limited to, Program Requirements governing participation fees, sequencing, courses, training, certification or

maintenance of program standards, and other aspects of a successful implementation of the C-STEM Program and C-STEM courses by participating entities. Program Requirements are available on the C-STEM Center website and may be modified from time to time by the C-STEM Center in its sole discretion. Should participation fees be modified, C-STEM will give District thirty (30) days' notice of such modification before such fee will be imposed on District.

5. C-STEM Curricular Program. District agrees to follow the C-STEM curricula and to meet C-STEM quality standards and practices including any concurrent student course requirements as reasonably established by the C-STEM Center for students to be successful in the C-STEM Program. C-STEM Middle School and High School Curricular Programs, including concepts and objectives, must be taught in its entirety without interruption or any unauthorized modification. The C-STEM Supplementary Implementation Curricular Program allows schools more flexibility in implementation but has added restrictions which prevents schools from classifying themselves as a C-STEM School or classifying the course as a C-STEM A- G course. Additional information is found in the Program Requirements.

6. C-STEM Software. The C-STEM curricula are supported by proprietary C-STEM software including electronic documents and programs that align with the C-STEM curricula. Districts must install and allow students' access to required C-STEM Center software during the term of this agreement. The term for the right to use C-STEM software is the then-current academic year of this Agreement, after which District must cease the use of the C-STEM Software unless this Agreement is renewed for additional terms. District agrees to maintain reasonable security measures to protect the C-STEM Software, and to prohibit its unlawful use. When not in actual use, District agrees to secure the C-STEM Software. District agrees to accept all risk and liability for use of C-STEM Software programs.

7. Third Party Software. The C-STEM curricula are supported by certain third party software programs (Third Party Software) that align with the C-STEM curricula to provide students with rigorous and relevant application of skills. District must obtain or purchase annual or other available rights to Third Party Software programs which are integrated into the C-STEM Program courses in that academic year. These rights may be subject to limitations established by the owner of the Third Party Software, which may include school or site restrictions, as outlined in the Program Requirements. If the right to use the Third Party Software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which District must cease the use of the Third Party Software unless this Agreement is renewed for additional terms. All Third Party Software shall be subject to the standard end-user license agreement from the Third Party Software vendor, a copy of which is included with the Third Party Software, and copyright for each Third Party Software package remains with its owner and is protected by applicable copyright law. District agrees to maintain reasonable security measures to protect the Third Party Software, and to prohibit its unlawful use. When not in actual use, District agrees to secure the Third Party Software. District agrees to accept all risk and liability for use of such third party Third Party Software programs. Additional information is found in the Program Requirements.

8. C-STEM Curricular Program Annual Participation Fee. Upon payment of an annual participation fee for each school or site participating in the C-STEM Program in the amount of \$600 per elementary school, \$800 per middle school, or \$1,000 per high school for a total amount of \$800 by District to C-STEM, District will have access to the C-STEM Curricular Program. District will

access the C-STEM Curricular Program through its website at <http://c-stem.ucdavis.edu/>. The participation fee(s) shall be due and payable in the amount of \$ 800 no later than August 31st during the term hereof. Correspondence or inquiries regarding payment should be directed to the following addresses: C-STEM Center Finance Officer, One Shields Avenue, 2132 Bainer Hall, MAF Dept., Davis, CA 95616. Email: orders@c-stem.ucdavis.edu Telephone: (530) 752-9082. Current participation fees are set forth in the Program Requirements. The participation fee covers program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments. A full list can be found in the Program Requirements. The C-STEM Center may adjust any participation fees on an annual basis in the sole discretion of the C-STEM Center, provided, however, that the C-STEM Center shall provide notice no later than March 1 of each year of any such increases or decreases for the following academic year. Additional information is found in the Program Requirements.

9. Required C-STEM Teacher Training. Teachers are required to successfully complete course specific C-STEM Teacher Training for each C-STEM course they will instruct. District will select each teacher for participation in the C-STEM Teacher Training program. It is the sole responsibility of District to ensure that every teacher meets all Federal, State and local requirements to teach each respective C-STEM course. District shall register each teacher being selected for training and teaching with the C-STEM Center by the date required under the Program Requirements. The C-STEM Center reserves the right to accept or reject any training or teaching candidate. Additional information is found in the Program Requirements.

9.1. C-STEM Conference. The annual C-STEM Conference is a professional development conference for school counselors, post-secondary advisers, principals, teachers and school/district/county administration to learn more about the C-STEM Program as well as why and how they should encourage students to enroll in the C-STEM Program. C-STEM Center and its Affiliates provide C-STEM Teacher/Counselor/ Administrator Training annually, in the form of the annual C-STEM Conference. Although it is suggested to have all advisers/counselors/administrators attend a C-STEM Conference at least once, each participating school or site of the Entity will send a minimum of one adviser/counselor/administrator per annual conference. The Entity will permit the attendance of appropriate teachers/advisers/counselors and shall pay all fees and expenses in conjunction with this C-STEM Conference.

10. Indemnification. District will defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of District, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by District, or any person or persons under District's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of District its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by District, or any person or persons under District's direction and control. University agrees to provide District with prompt notice of any such claim or action and to permit District to defend any claim or action, and that University will cooperate fully in such defense. University retains the right to participate in the defense against any such claim or action, and the right to approve any settlement, which approval will not unreasonably be withheld. University specifically disclaims any liability for Third Party Software claims; District shall assume all liability, loss, expense, attorneys' fees, or claims for

injury or damages arising from Third Party Software claims.

11. University Insurance. University warrants that it shall maintain, during the term hereof, a program of self-insurance combining the coverages and minimum limits described in the following subsections. University to notify District at least thirty (30) days prior to and policy modification, change, or cancellation.

11.1. General Liability Insurance.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

11.2. Workers' Compensation. University shall maintain workers' compensation insurance as required by California law.

12. District Insurance. District warrants that it shall maintain, during the term hereof, a program of commercial general liability insurance or self-insurance combining the coverages and minimum limits described in the following subsection. District to notify University at least thirty (30) days prior to cancellation.

12.1. Commercial General Liability Insurance.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

12.2. Workers' Compensation. District shall maintain workers' compensation insurance as required by California law.

13. Equipment Used in the C-STEM Program.

13.1. Equipment. The C-STEM Purchasing guide includes details on equipment, supplies and other items (collectively referred to as "equipment" in this Agreement) that are required to implement the C-STEM Program. To ensure that District's school or site facilities properly support the C-STEM Program, and to provide special purchase or license agreements and other costs savings practices negotiated by the C-STEM Center, in some instances it is required that specific equipment (including Third Party Software) be used due to curricular requirements. Unless specific equipment is required by the C-STEM Center, District may implement the C-STEM Program using equipment purchased from vendors not listed in the C-STEM Purchasing guide, provided such equipment meets or exceeds program specifications and adequately supports the C-STEM Program. The District shall be responsible for ensuring that equipment will meet or exceed Program Requirements and adequately support the C-STEM Program. Additional information is found in the Program Requirements.

13.2 Safety. District is solely responsible for the safe and proper implementation of the C-STEM Program at its sites and schools. District hereby covenants and agrees that any facility used to teach the C-STEM Program shall be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used thereon shall at all times comply with applicable standards and/or customary practices relating to safety and reasonable use. District shall be solely responsible for providing its teachers with appropriate safety training relating to the implementation of the C-STEM Program.

14. Assessment and Evaluation of Results. The C-STEM Center assists and supports participating entities and the quality of the C-STEM Program through studying and evaluating the effectiveness of the C-STEM Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that C-STEM 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 C-STEM Program. The C-STEM Center's ongoing studies review longitudinal student achievement data. The C-STEM Center retains data for four to six academic years after a student's estimated matriculation date, after which time the data is destroyed; at the request of District, a copy of the data will be returned to District prior to destruction. In support of these efforts, District acknowledges its participation annually in the C-STEM systematic assessment and evaluation process when District uses the C-STEM Middle School and/or C-STEM High School Programs. The C-STEM Center will provide, and District will annually participate in, the C-STEM online systematic assessment and evaluation process conducted by the C-STEM Center and/or its designated representatives, which includes online teacher registration, online student rostering/ registration, and full participation in various assessments, examinations, surveys and/or other measurement tools using technology and other support services provided by the C-STEM Center. District and the C-STEM Center acknowledge and agree that 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. Notwithstanding any language to the contrary, C-STEM may publish results from assessments and surveys in aggregate provided no personally identifiable data is included. 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. District shall be responsible for implementing annual notifications, record-keeping and other such privacy requirements relating to these services.

15. Delivery of Materials and Communication. In order to facilitate the delivery of the C-STEM curricula and other C-STEM Program materials to District, and to facilitate communication for the C-STEM Network, the C-STEM Center will use various internet applications and systems. The C-STEM Center 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.

16. Use of C-STEM's Marks. District shall not use the name or mark of the UC Davis C-STEM Center in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of the UC Davis C-STEM Center. District acknowledges that the C-STEM Center retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to in this Agreement as "materials").

17. License.

17.1. Non-exclusive. The C-STEM Center grants to District a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the C-STEM Program, for the sole purpose of instruction to students at registered schools or sites

that are actively providing C-STEM instruction, and appropriate training for authorized teachers. Any other use, reproduction, disclosure or distribution of such materials, including but not limited to commercial use, shall be strictly prohibited.

17.2. Program Identification. The C-STEM Center, C-STEM, the C-STEM graphics, and other marks used in the C-STEM Program are service/trademarks of the C-STEM Center. During the term of this Agreement, District shall use the appropriate logos, marks and other identifying materials on all C-STEM Program materials and communications with teachers, students, officials and community constituents. Only entities implementing the C-STEM Middle School or C-STEM High School programs can use the terminology "C-STEM School" on any materials and communication. Entities implementing the Supplementary Implementation program may not use the "C-STEM School" terminology in reference to District but may use "C-STEM Site" terminology which is a school within a District that uses the Supplementary Implementation program. The C-STEM Center will supply District with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the C-STEM Program. Upon termination of this Agreement, District shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the C-STEM Program without the prior written consent of the C-STEM Center. All press releases and other public pronouncements involving the C-STEM Program shall be subject to the advance approval of the C-STEM Center through the C-STEM Center's designated representative. District agrees to reasonably promote and publicize the C-STEM Program in order to encourage student participation and to retain its distinct character.

17.3. Termination. The license granted hereunder shall cease upon the earliest to occur of: (i) the termination of this Agreement; or (ii) the C-STEM Center providing sixty (60) days written notice to District of its election to revoke the license. Upon termination of the license all material shall cease to be used and, at the election of the C-STEM Center, all C-STEM software, including electronic documents and programs, shall be uninstalled from all District computers, and in no event later than fifteen (15) days after the effective date of termination.

18. Representations and Warranties of District. District hereby makes the following representations and warranties: (a) This Agreement has been duly approved by the governing authority of District, and the person executing this Agreement on behalf of District has been duly authorized to so act by such District; (b) This Agreement is a legally binding agreement whose rights and obligations run only between District and the C-STEM Center and District'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 District's charter or any other of its rules of governance, the laws of District's State or any subdivision thereof, or any other agreement to which District is a party.

19. Default.

19.1 Material Breach and Cure Period. Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

19.2 Non-payment or Failure to Implement Program. If District fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the C-STEM Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of the C-STEM Center. In the event that District implements one or more courses, but fails to timely and properly implement the courses required for District's C-STEM Curricular Program(s), then, this Agreement may immediately terminate, at the option of the C-STEM Center.

19.3 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.

20. Protection of Intellectual Property. District agrees to adhere to any and all restrictions in connection with equipment, C-STEM Software, Third Party Software and other intellectual property use agreements between the C-STEM Center and Third Party Software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by the C-STEM Center or the owner of the intellectual property. Upon termination of this Agreement, District shall discontinue use of all Third Party Software or other intellectual property provided to them pursuant to this Agreement or through special agreements relating to District's participation in the C-STEM Program. The C-STEM Center assumes no liability for the non-performance of the Third Party Software or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the Third Party Software or other intellectual property. District agrees that if it materially breaches these restrictions, its right to use such Third Party Software or other intellectual property will be terminated and all Third Party Software or other intellectual property shall be immediately returned to the C-STEM Center or the owner. District shall solely be responsible for any remedies sought by the owner relating to District's breach of these provisions, and the C-STEM Center shall not be liable in any way for such breach.

21. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

22. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

23. Assignment. District 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 the C-STEM Center. 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 the C-STEM Center to terminate this Agreement.

24. **Severability.** If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.

25. **Notice.** Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, e-mail, facsimile, or personal service at the addresses shown below. Either party may change its address by written notice to the other during the term.

UNIVERSITY
Business & Revenue Contracts
University of California, Davis
One Shields Avenue
Davis, CA 95616

DISTRICT
OAKLAND USD
Attn: Jacqueline Minor
1000 Broadway
Oakland, CA 94607
Jacqueline.minor@ousd.org

And to:

C-STEM Center Finance Officer
One Shields Avenue
2132 Bainer Hall
MAE Dept.
Davis, CA 95616
Email: orders@c-stem.ucdavis.edu
Telephone: (530) 752-9082

26. **Relationship of the Parties.** The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.

27. **Governing Law.** This agreement shall be construed pursuant to California law.

28. **Entire Agreement.** This Agreement 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.

Signature page follows:

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

AGREED:

OAKLAND UNIFIED SCHOOL DISTRICT

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: *Clifford Hong*

Print name: Clifford Hong

Title: Principal

Date: 1/16/18

Digitally signed by Kelly Gilmore
DN: cn=Kelly Gilmore, o=Procurement & Contracting Services, ou, email=kngilmore@ucdavis.edu, c=US
Date: 2018.02.22 10:35:05 -08'00'

By: _____

Kelly Gilmore
Associate Director - Procurement & Contracting Services
Procurement & Contracting Services
UC Davis

Date: _____

Aimee Eng 4/12/18
Aimee Eng, President, Board of Education

Kyla Johnson 4/12/18
Kyla Johnson Tramell, Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: *Andrea Epps*
Andrea Epps, Attorney at Law

3/21/18



**UC Davis C-STEM Center
Annual District Application Form
2017/2018**

District Name: Oakland Unified School District			
County Name: Alameda County			
Mailing Address: 1000 Broadway			
City: Oakland		State: CA	Zip code: 94607
District website: www.ousd.org		Tel: (510)879-8200	Fax:
	Name:	Email:	Phone #:
Superintendent	Dr. Kyla Johnson Framell	superintendent@ousd.org	(510) 879-8200
IT Contact	Susan Beltz	susan.beltz@ousd.org	(510) 879-8178
CTE Coordinator			
Secondary Coordinator	Ron Smith	ron.smith@ousd.org	
Elementary Coordinator	Sarah Stone	sarah.stone@ousd.org	
Legal Document Signatory and Position Title	Jackie Minor	jacqueline.minor@ousd.org	
Primary Finance Contact	Vernon Hall	vernon.hall@ousd.org	
C-STEM Lead Contact	Colleen Calvano	colleen.calvano@ousd.org	(510) 879-8214

Start and End Dates of Site year	8/21/2017-8/2018
Total # of Sites	1

UC Davis Center for Integrated
Computing and STEM Education (C-STEM)
info@c-stem.ucdavis.edu

University of California, One Shields Avenue, Davis, CA 95616
Phone: (530)752-9082
Fax: (530)752-4158
<http://c-stem.ucdavis.edu>

UC DAVIS
C-STEM Center

Participating Sites			
Name	NCES#	Elementary/Middle Site/ High Site/Community College	Type (public/private) & Classification (charter, etc.)
A. Roosevelt Middle School		Middle School	Public
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
L.			
M.			
N.			

UC Davis Center for Integrated
 Computing and STEM Education (C-STEM)
info@c-stem.ucdavis.edu

University of California, One Shields Avenue, Davis, CA 95616
 Phone: (530)752-9082
 Fax: (530)752-4158
<http://c-stem.ucdavis.edu>

UC DAVIS

C-STEM Center

Site A RooseveltMiddleSchool

Mailing Address: 1926 E. 19th Street			
City: Oakland		State: CA	Zip code: 94607
Website:	http://www.ousd.org/roosevelt	Tel: (510)879-2120	Fax: (510)535-2883
	Name	Email	Phone
Principal	Clifford Hong	clifford.hong@ousd.org	510-535-2878/223
Lead Curriculum Contact	Dan Belsky	daniel.belsky@ousd.org	240-620-6865
Lead IT Contact	Sean McGrath	sean.mcgrath@ousd.org	
Office/Accounts Manager	Veronica DelRio	veronica.delrio@ousd.org	510-535-2877

2017/2018 Total Enrollment	% FRMP	Predominant Operating System	# of computers
549	96%	Windows 7	34

Race/Ethnicity	Total Site Percentages
African Americans	74
American Indians/ Alaskans	1
Asians	208
Caucasians	11
Hispanics	162
Other	

UC Davis Center for Integrated
Computing and STEM Education (C-STEM)
<http://c-stem.ucdavis.edu>

University of California, One Shields Avenue, Davis, CA 95616
Phone: (530)752-9082
Fax: (530)752-4158
<http://c-stem.ucdavis.edu>

UC DAVIS
C-STEM Center

Site A RooseveltMiddleSchool					
	C-STEM Courses	Grade levels	Teacher		
A	ComputerScienceElective	6, 7, 8	Dan Belsky		
B					
C					
D					
E					
F					
G					
H					
Course for C-STEM Supplementary Implementation	Grade level	# of sections	Total Enrollment in course	Teacher	
Site Participating Teachers					
Name	Email	Phone #	M/F	Credentials Held	C-STEM Training
Dan Belsky	daniel.belsky@ousd.org	240-620-6865	M		

C-STEM CENTER AGREEMENT PROGRAM REQUIREMENTS

This document and the C-STEM Agreement each contain legally binding obligations for participating entities. In order for a full understanding of the C-STEM program requirements, the two documents must be reviewed together.

Entities are required to consult with their state education departments and C-STEM state teams 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 C-STEM 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 C-STEM Agreement with the C-STEM Center.

Requirement: A Requirement must be followed when implementing the C-STEM Program. Unless an entity is provided with a waiver from a Requirement, the Entity is responsible for implementing the Requirement into its C-STEM Program.

C-STEM Curricular Programs:

- 1 C-STEM School -- Middle School
- 2 C-STEM School -- High School
- 3 Supplementary Implementation

II. C-STEM SCHOOL -- MIDDLE SCHOOL

C-STEM Middle Schools implement C-STEM Common Core State Standards aligned mathematics and CTE courses that prepare students for college STEM majors, or post-secondary STEM experiences. The following are the minimum implementation requirements:

The Entity must offer its students a minimum of one C-STEM course from the date that it commences the curricular program. In subsequent years, schools should develop a plan to offer both mathematics courses and one or more of the CTE courses. These courses are:

Mathematics Courses:

- 1 Math 7 with Computing (M7C)
- 2 Math 8 with Computing (M8C)

CTE Courses

- 1 Computer Programming with Ch (CPCH)
- 2 Robotics and Film Production (RFP)

Among other factors, it is particularly important that Entities check with their state education departments to determine state-level minimum course requirements which may be higher.

All **C-STEM Middle School** courses require satisfactory prior completion of appropriate grade level math courses. Grade level courses should be those that support a student's requirements towards matriculation.

The most recent version of the curricula for each **C-STEM** course must be used.

All **C-STEM Middle School** courses are designed as year-long courses on a standard 45-50 minute schedule. Schools may use alternative schedules, such as alternating block, as long as the course is implemented in its entirety.

The Entity will determine the sequence of **C-STEM** courses for implementation.

III. C-STEM SCHOOL -- HIGH SCHOOL

C-STEM High Schools implement **C-STEM Common Core State Standards** aligned mathematics and CTE courses that prepare students for college STEM majors, or post-secondary STEM experiences. The following are the minimum implementation requirements:

The Entity must offer its students a minimum of one **C-STEM** course from the date that it commences the curricular program. In subsequent years, schools should develop a plan to offer both mathematics courses and one or more of the CTE courses. These courses are:

Mathematics Courses:

- Integrated Mathematics 1 with Computing (IM1C)*
- Integrated Mathematics 1 with Computing and Robotics (IM1CR)*
- Integrated Mathematics 2 with Computing and Robotics (IM2CR)**
- Integrated Mathematics 3 with Computing and Robotics (IM2CR)**
- Algebra 1 with Computing (Alg1C)*
- Algebra 1 with Computing and Robotics (Alg1CR)*
- Geometry with Computing and Robotics (GeoCR)**
- Algebra 2 with Computing and Robotics (Alg2CR)**

CTE Courses:

- Computer Programming for Solving Applied Problems (CPAP)*
- Computing with Robotics (CR) *
- Computer Programming with C for Arduino**
- AP Computer Science Principles (APCSP)**
- Principles and Design of Cyber Physical Systems (PDCPS)**

*A-G Approved for UC/CSU undergraduate admission

** Course will be available for Pilot Adoption

Among other factors, it is particularly important that Entities check with their state education departments to determine state-level minimum course requirements which may be higher.

All **C-STEM** courses require concurrent enrollment in (or satisfactory prior completion of) appropriate grade level math courses. Grade level courses should be those that support a student's requirements towards matriculation.

The most recent version of the curricula for each **C-STEM** course must be used.

All **C-STEM** courses are designed as year-long or semester 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 an abbreviated time period as long as the course is completed in its entirety.

The Entity will determine the sequence of **C-STEM** courses for implementation.

IV. C-STEM Site with Supplementary Implementation

C-STEM Supplementary Implementation allows schools the flexibility of implementing **C-STEM Mathematics** or **CTE** curriculum in precise modules rather than its entirety. This includes, but is not limited to, implementing the **C-STEM Mathematics** curriculum in a supplemental math course that is meant to support students' current math content goals by offering an alternative presentation and viewpoint of identical material, or implementing the **C-STEM CTE** curriculum in a supplemental elective course or in an after school setting.

While this type of implementation allows schools a greater flexibility to address their specific student population needs, schools implementing this may not apply **A-G** status to these courses as their implementation does not align with **UC A-G** requirements. Schools that fall under this category may use "**C-STEM Site**", but may not use "**C-STEM School**" as the classification or advertise themselves, as that is reserved for **C-STEM Middle Schools** or **C-STEM High Schools**, as defined in section II and III of this document.

V. C-STEM PROGRAM QUALITY

C-STEM Program Quality is an important part of any implementation. Following **Program Quality** guidelines not only ensures that the program has demonstrated fidelity of implementation, but also fosters an environment of continuous improvement in student outcomes. The Entity must follow **Program Quality** guidelines, and complete the **C-STEM Program Certification** process individually for each school curricular program. To achieve **C-STEM Program Certification**, entities must execute all required elements of the **C-STEM Agreement** and **Program Requirements**, in accordance with the **C-STEM Program Certification Process**.

The **C-STEM Center** encourages collaboration and networking. The Entity will make its participating schools or sites available for observation by other participating entities and exchange information concerning the **C-STEM Program** with other participating entities.

VI. PARTICIPATION FEES

As stated in the **C-STEM Agreement** with additional detail, an annual participation fee is

assessed for each C-STEM school or site participating in a C-STEM Curricular Program. The fees per school or site, or division in a college are as follows:

Elementary Schools (K-6)	\$600
Middle Schools (K-8, 6-8)	\$800
High Schools (k-12, 6-12, 9-12)	\$1,000
College Level	\$1,000

The participation fee covers program support features including, but not limited to:

- School and technical support
- Student recognition and scholarship opportunities
- Networking opportunities through the C-STEM network
- Post-secondary opportunities, such as preferential admissions
- Opportunities to interact with C-STEM corporate partners
- Best practice sharing
- Expanded teacher pipeline

Single sign-on access to a suite of support applications, including but not limited to:

- End of Course Assessments
- Teacher Professional Learning Communities
- Reporting tools
- Registration and rostering system
- Score reporting tool

Participation fees are due no later than August 31 of each year. If an Entity does not pay the participation fees by the due date, it may have interrupted access to the program support features or support applications made available by the C-STEM Center.

VII. TEACHER TRAINING

C-STEM Teacher Training is designed to provide educators with the opportunity to increase their depth of content knowledge, skills, and pedagogy related to specific C-STEM course, unit, or module instruction. The professional development model is structured to empower teachers by focusing on proper preparation, in- depth training, and continuing education.

Training Schema:

- For C-STEM courses, a Master Teacher who is trained by the C-STEM Center will provide training to teachers.
- Districts who are implementing C-STEM courses are encouraged to ensure that there are multiple Master teachers in their district who can provide training.

Teacher Selection:

Teachers instructing a C-STEM course, unit, or module should have as a minimum a Bachelor's Degree, and be in compliance with applicable state teacher licensure or certification requirements. Teachers of C-STEM CTE curriculum will benefit from prior experience teaching STEM courses or

working experience in a STEM field. Prior knowledge of computer programming or robotics is helpful but not required. The C-STEM Center reserves the right to accept or reject teacher candidates for training, and has the ultimate discretion to determine a teacher's successful completion of training.

*C-STEM teacher training is one qualification for eligibility to teach C-STEM courses, units or modules. Individuals seeking to teach C-STEM Curricular Programs are advised to understand state requirements for teaching these programs.

Training:

- The Entity must require all teachers to successfully complete course, unit, or module specific training prior to teaching a C-STEM course, unit, or module to their students.
- The Entity shall be responsible for all fees and expenses associated with training, including costs as determined by the agreement governing such teacher.
- The Entity shall register teachers through the C-STEM Center systems for training. In the event the training is not offered (or is full), or a scheduling conflict exists, the Entity will contact the C-STEM Center.
- In the event a participating school or site of the Entity loses a teacher during the academic year, the Entity should contact the C-STEM Center. The C-STEM Center will work with the Entity to create a Professional Development Plan to support the teacher until the next available training session.

Ongoing Training:

- All trained teachers must be properly trained in and teaching the latest version of the C-STEM course, unit or module.
- All C-STEM Program revisions will be released with ongoing training focused on updates for that C-STEM course, unit or module. All trained teachers must complete ongoing training for C-STEM Program updates through one of the following options:
 - Refresher course: the C-STEM Center will provide reduced training for previously trained teachers to update them on new or modified curricula. The Entity shall be responsible for all fees and expenses associated with training.
 - Repeat of training: the C-STEM Center permits previously trained teachers to repeat training. The Entity shall be responsible for all fees and expenses associated with training.

Update Training:

- The C-STEM Center encourages all trained teachers to participate in update training: on-site professional development opportunities offered through the C-STEM Affiliate network.
- C-STEM Affiliates, as deemed appropriate and necessary, will provide on-site, update training. The Entity will be responsible for all fees and expenses associated with on-site training.

VIII. OTHER SCHOOL SUPPORT

The annual C-STEM Conference is a professional development conference for school counselors, post-secondary advisors, principals, teachers and school/district/county administration to learn more about the C-STEM Program as well as why and how they should encourage students to enroll in the C-STEM Program.

C-STEM Conference:

- **C-STEM Center and its Affiliates provide C-STEM Teacher/Counselor/Administrator Training annually, in the form of the annual C-STEM Conference.**
- **Although it is suggested to have all teachers/counselors/administrators attend a C-STEM Conference at least once, each participating school or site of the Entity will send a minimum of one teacher/counselor/administrator per annual conference.**
- **The Entity will permit the attendance of appropriate teachers/ counselors/administrators and shall pay all fees and expenses in conjunction with this C-STEM Conference.**

IX. SOFTWARE AND EQUIPMENT

Teacher Equipment:

The Entity shall provide each teacher selected to participate in the **C-STEM Teacher Training** program with a laptop computer and software (each meeting the specifications established by the **C-STEM Center**), to be delivered to the teacher prior to attending training. The laptop must be able to support the software required by the curricular program over time. The laptop computer and software will be used in the **C-STEM Teacher Training** program as well as throughout the instruction of the **C-STEM Program** at each participating school or site of the Entity. The laptop computer and software shall remain in the possession of and be for the sole use of the teacher as long as the teacher is teaching **C-STEM** courses, units or modules.

Prioritization of Use:

The use of the equipment and software by students participating in the **C-STEM Program** shall take precedence over all other use. No other program or activity or student internships will interfere, substitute for or reduce student contact time in connection with the **C-STEM Program**.

Classroom Equipment and Software:

As stated in the **C-STEM Agreement**, there are requirements with respect to equipment and software for use with the **C-STEM Curricular Programs**. The **C-STEM Agreement** should be reviewed closely for guidance on the requirements of all equipment to meet or exceed state specifications.

Annual software rights are subject to limitations established by the owner of the software. These should be reviewed by the Entity, and can be found within each of the software applications.

XIV. SAFETY

The **C-STEM Center** does not control the day-to-day implementation of the **C-STEM Program** by the entities; safety in the delivery of the **C-STEM Program** is the sole responsibility of the entities. It is therefore important for each Entity to implement appropriate safety protocols for the implementation of the **C-STEM Program** at its participating schools and sites, including any required, recommended or appropriate training for faculty/staff, and adherence to required, recommended or appropriate safety measures and appropriate supervision of students.

XV. ASSESSMENT AND EXAMINATIONS

Each entity must administer the most current version of the End-of-Course (EoC) Assessment

provided by the C-STEM Center to its students at the end of each C-STEM Mathematics and CTE Curricular Program course. The Entity shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by the C-STEM Center in its sole discretion. The Entity must administer the EoC Assessments in accordance with guidelines specified by the C-STEM Center, and any deviation from those guidelines must be preapproved and documented. The C-STEM Center shall take reasonable measures to ensure that protected student information is safeguarded and kept private in accordance with applicable law.

This requirement only applies to C-STEM Middle Schools and C-STEM High Schools. This requirement does not apply to Supplementary Implementation schools.

XVI. DATA PRIVACY AND SECURITY

The C-STEM Center 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 the Family Educational Records and Privacy Act ("FERPA") and other applicable laws. The C-STEM Center may also have access to other information which is not subject to these laws. The C-STEM Center 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.

The C-STEM Center assists and supports participating entities and the quality of the C-STEM Program through studying and evaluating the effectiveness of the C-STEM Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that C-STEM 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 C-STEM Program. The C-STEM Center retains data for four to six academic years after a student's estimated matriculation date, after which time the data is destroyed; at the request of the Entity, a copy of the data will be returned to the Entity prior to destruction. (De-identified data may be retained in a secure area and used for historical purposes relating to the continued support of the C-STEM Program.) The Entity will annually participate in the C-STEM online systematic assessment and evaluation process conducted by the C-STEM Center and/or its designated representatives, which includes online teacher registration, online student rostering/registration, and full participation in various assessments, examinations, surveys and/or other measurement tools using technology and other support services provided by the C-STEM Center. The Entity and the C-STEM Center acknowledge and agree that 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. Use or access to any protected data obtained as a result of these studies will be limited to representatives with a legitimate interest (for example, state departments of education) 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 Entity shall be responsible for implementing annual notifications, record-keeping and other such privacy requirements relating to these services.

XVII. LICENSE TO C-STEM MATERIALS

Any use or distribution of C-STEM materials (which includes the marks, curricula, framework, methodologies, processes, information, materials and other intellectual property owned by the C-

STEM Center) is subject to the terms and limitations of the license provided to each entity in its agreement with the C-STEM Center. No participating entities may post or otherwise distribute C-STEM curricular and assessment materials on the internet or any extranet. The C-STEM Center has made a significant investment in curricular and assessment materials (which includes items such as the curriculum, teacher training materials, assessments, answer keys and all other such materials), as well as its framework, methodologies and processes, in order to achieve its charitable mission, and has developed these materials in accordance with rigorous standards. If C-STEM materials are not appropriately protected, this would compromise the integrity of these materials, increase program costs and impair the viability of the C-STEM Program and the C-STEM Center's charitable mission.

XVIII. MARKETING AND PUBLIC RELATIONS

The C-STEM Center recommends entities to market the C-STEM Program in the following ways:

- Advertise the C-STEM Program's existence in the school via a banner or display near the entrance of the school – this may be done through a certification banner, C-STEM Program general banner, or flag, which can be purchased through the C-STEM Center.
- Use the official and current logo and boiler plate language in marketing materials and press releases that include information about the C-STEM Program.
- Mention the school's participation in the C-STEM Program, along with the C-STEM logo, on the school or district's website.

Approved logo files and boiler plate language are available on the C-STEM web site at <http://c-stem.ucdavis.edu/about-us/>. Past (obsolete) C-STEM logos should not be used in a school or on program materials. The C-STEM Center recommends the use of C-STEM standard marketing materials that the Entity may customize for their usage. The C-STEM Center requires that any marketing or communications materials created by the Entity that include information about the C-STEM Center be submitted for prior approval. The C-STEM Center encourages entities to work with the organization to promote the C-STEM Program in a manner that is consistent with the national branding of the organization.

XIX. INTERNET TECHNOLOGIES AND ELECTRONIC COMMUNICATIONS

The C-STEM Center will leverage a variety of internet applications and systems to facilitate the delivery of content and curriculum to teachers and students across the entire network. The C-STEM Center shall determine these systems at its sole discretion and will ensure that proper security is provided to safeguard sensitive data. The C-STEM Center will use these systems from time to time to communicate with members of the C-STEM network. The Entity shall ensure that it has employed sufficiently current web browser technology to allow teachers and students to access the C-STEM Center systems. This could include emails sent from the C-STEM Center to C-STEM network members, notifications in various systems such as online assessment platforms or other internet based systems. **In order to facilitate these various types of communications including email communication with schools and teachers, the Entity shall add the c-stem.ucdavis.edu domain name to safe sender or white list registers 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 the C-STEM Center's electronic communications are received by recipients within the Entity's network. In cases where the C-STEM Center uses specific internet based systems for delivery of curriculum, assessments or other relevant content to schools, teachers and students, the Entity shall ensure annually that all programs and users are properly registered and rostered

into these systems in keeping with the policies and procedures the C-STEM Center puts in place to ensure secure access to relevant information.

XX. IMPORTANT ADDITIONAL REQUIREMENTS

In the event that the Entity does not implement the C-STEM Program for the fall or spring 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 or spring 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 the C-STEM Center 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 District Administrator (or their delegate) 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 C-STEM AGREEMENT. If you have any questions, please contact the C-STEM Center.