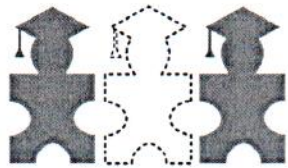


# Collaboration Agreement

Between

Pasco County Schools

And



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EQUAL  
OPPORTUNITY  
SCHOOLS

**COLLABORATION AGREEMENT**  
**Pasco County Schools and Equal Opportunity Schools**



**1. PARTIES**

This Collaboration Agreement (this “Agreement”), effective as of September 1st, 2021 (the “Effective Date”), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 5601 Sixth Avenue S, Ste 258 Seattle, WA 98108 (“EOS”), and Pasco County Schools, with an address at 7227 Land O’ Lakes Blvd. Land O’ Lakes, FL 34638 (the “District”). EOS and the District may be referred together collectively herein as the “Collaborators”.

**2. COLLABORATION PURPOSE AND OBJECTIVES**

The mission of EOS is to ensure that students of color and low-income students have equitable access to America’s most academically intense high school programs and succeed at the highest levels. We focus on challenging high school courses, with a focus on Advanced Placement (“AP”), International Baccalaureate (“IB”) courses (sometimes referred to as “college-ready courses”) or AICE, because the academic intensity of the high school curriculum is the biggest driver of college completion. We help school leaders identify and enroll historically underrepresented students of color and low-income students who can succeed in Advanced Placement, International Baccalaureate courses (“AP/IB”) or AICE but are not yet enrolled in AP/IB/AICE for systemic reasons related to race or socioeconomics.

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its previous commitments to Equal Opportunity Schools.

Building on the District’s progress and experience and EOS’ expertise in establishing equity in AP/IB/AICE, EOS and the District jointly commit to the study on behalf of the District, as outlined below, for the improvement of instruction with these objectives (the “Collaboration Objectives”):

- a. **Maintain closure of race and income participation gaps and/or increase participation rates in AP/IB by fall 2022**, as measured by equally high AP/IB/AICE participation rates for students of all races and income levels.
- b. **Support students’ successful AP/IB/AICE performance**, as measured by AP/IB/AICE grades, exam-taking rates and exam passing.
- c. **Cultivate positive experiences of belonging and support in AP/IB/AICE** for historically underrepresented students of color and low-income students through improved District systems and structures, contributing to sustained results in future years and further increases in college readiness and closure of opportunity and achievement gaps.

The purpose of this Agreement is to formalize and facilitate the collaboration between the parties and to pursue these objectives on behalf of the District as set forth in this Agreement, with key implementation to occur during the 2021-2022 school year(s) (the “Collaboration”). The Collaborators agree to the Collaboration Overview, set forth in Exhibit A, which provides a generalized framework of the Collaboration, and which the parties may agree to update from time-to-time upon prior written agreement.

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**3. COSTS & PAYMENTS**

a. The District shall pay EOS as follows:

<b>Action for Equity Partner Schools and Program</b>	<b>School Year</b>	<b>Cost per school</b>	<b>District cost</b>
<b>Extend Equity</b> (including Equity Leader Lab) <i>\$22,500/school/year</i>			
Anclote High School Cypress Creek Middle High School Fivay High School Gulf High School Hudson High School James W. Mitchell High School Land O'Lakes High School Pasco High School River Ridge High School Sunlake High School Wesley Chapel High School Wiregrass Ranch High School Zephyrhills High School	2021-2022	\$17,000	\$221,000
<b>Custom Partnership: Fall Student Survey + Student Insight Cards</b>			
Wendall Technical School	2021-2022	\$0	\$0
Total Due to Equal Opportunity Schools for School Year 2021-2022			\$221,000

- b. EOS will invoice Districts starting the weeks of August 15 and January 15 of each school year of the Collaboration. Each invoice will be for 50% of the total due in the specified school year. The District shall promptly pay such invoiced costs in accordance with the instructions on the applicable invoice.
- c. **TRAVEL COSTS:** EOS will cover all travel expenses for EOS staff visiting Pasco County, pursuant to this agreement.
- d. **QUESTIONS REGARDING COSTS:** EOS' Partnership Development Managing Director, Dolores Caamano (dolores@eoschools.org), will coordinate all accounting matters and expense reimbursements.
- e. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

**4. EACH PARTY'S OBLIGATIONS**

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborator in order for this Collaboration to be meaningful and productive.

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- a. The District requires:
  - 1. On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
  - 2. High-quality EOS staff who effectively assist schools to achieve Collaboration Objectives.
  - 3. Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
  - 4. EOS help in building internal capacity and sustainability among the District office administrators, as well as school leaders and staff to continue such District personnel's improvement efforts beyond the timeframe of the Collaboration.
  
- b. EOS requires:
  - 1. Commitment from the District's Superintendent and other key District leaders (i.e. Assistant Superintendents and Directors) to provide full executive and implementation support to this Collaboration, including but not limited to: leadership, advocacy, support and accountability for the schools to meet the Objectives, and provision of necessary financial resources.
  - 2. Full and willing participation from all participating school sites in analyzing data and engaging the school staff in finding and enrolling historically underrepresented students of color and low-income students and supporting students' successful AP/IB performance.
  - 3. Participation as needed by the District's data liaison for joint inquiry and analysis.
  - 4. The District's willing participation in joint research and evaluation efforts for the Collaboration for the duration of this Agreement, including, but not limited to, maintaining a subscription to or authorizing EOS access to the District's National Student Clearinghouse data, which provides each school's college completion information to the District .

**5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**

EOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR INTERRUPTION, OR LOSS OF INFORMATION OR DATA, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS' PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

**6. CONFIDENTIALITY OBLIGATIONS**

The Collaborators shall comply with all federal, state, local and other applicable law, rules and regulations, including, without limitation, FERPA (defined in Exhibit B) (collectively, "Applicable Laws"). EOS shall comply with the Confidentiality Obligations outlined in Exhibit B with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all Applicable Laws and confidentiality obligations with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are set forth in Exhibit B.

**7. DATA SHARING FOR ONGOING STUDY & INSTRUCTIONAL IMPROVEMENT**

- a. For a period commencing on the Effective Date and lasting through the 2026-27 academic school year, the District will, on a regular basis (if requested), provide EOS with data files (current and historic)

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containing the information contained in Exhibit C for all students who are in any high school listed in the Costs & Payments section of this and any other active Agreement between the Collaborators (the “Data Sets”). The specific record and file formats of the Data Sets shall be as set forth in Exhibit C or as otherwise negotiated in good faith between the representatives of each party. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties. Subject to applicable law, including FERPA, content of the Data Sets may also include other specified education records mutually agreed upon by the parties to be necessary and appropriate for the objectives of this Agreement and for the purpose of studies to be conducted under this Agreement.

- b. EOS shall use the Data Sets received from the District only to meet the purposes of the Collaboration as described in this Agreement.
- c. EOS may publish de-identified, aggregated data. In each instance, EOS shall take appropriate steps not to disclose any personally identifiable information. For example, EOS may produce reports for the District and other school districts participating in similar programs to review based on aggregated data that has been sufficiently de-identified through removing or suppressing identifiable information in order to minimize the risk of re-identification through combination with other information linked to a specific individual.
- d. EOS may also share certain information, including personally identifiable information, with third party service providers and partners in order to fulfill its obligations under this Agreement.
- e. Upon consent of the District, EOS may share certain Confidential Information with a partner for educational purposes, such as a professor at a US university conducting research and subject to such professor being bound by confidentiality obligations to EOS no less strict than those set forth herein.
- f. From time to time, EOS and the District may mutually agree in writing to enter into a collaboration with a third party. Such collaboration may involve the sharing of the Data Sets, or a subset thereof, with such third party. EOS and the District may attach to this Agreement an Exhibit setting forth the name of the third party, a description of the collaboration, each party’s respective role in the collaboration, and any other terms and conditions related to the third-party collaboration.

**8. INSURANCE**

During the Term of this Agreement, EOS shall maintain insurance according to the District’s contracting regulations, as shown in Exhibit D.

**9. TERM; TERMINATION.**

- a. **Term.** The Term of this Agreement shall be from the Effective Date and continue until June 30, 2022 or until the Agreement is terminated as set forth below (the “**Term**”).
- b. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days’ prior written notice to the other party.
- c. **Effects of Termination.** Upon termination of this Agreement by a party, District shall have no further obligation to provide data described hereunder to EOS or any third party, and EOS shall have no further obligation to provide studies, reports, analysis and other materials to District or any third party under this Agreement. However, the parties agree that EOS shall have the right to retain any data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement.

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- d. **Survival.** In addition to those provisions which, by their express terms, survive the expiration or termination of this Agreement, the following provisions shall survive any such expiration or termination: Sections 4, 5, 7, 8, 9(d) and 10 through 15, inclusive.
- 10. ENTIRE AGREEMENT.** This Agreement (and its Exhibits) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof.
- 11. MODIFICATIONS; NO WAIVER.** No term of this Agreement may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure. No waiver shall not be effective unless in writing and signed by the party waiving compliance.
- 12. SEVERABILITY; ENFORCEABILITY.** If any provision of this Agreement shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity without invalidating or affecting the remaining provisions of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 13. GOVERNING LAW; JURISDICTION.** This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of Florida; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of Florida.
- 14. NOTICES.** All notices required under this Agreement shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by email followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.
- If to EOS:** Attention: Dolores Caamano  
Address: 5601 6th Ave S #258, Seattle, WA 98108  
Email address: dolores@eoschools.org
- If to District:** Attention: Program Coordinator of Enriched Programs  
Address: 7227 Land O' Lakes Blvd., Land O' Lakes, FL 34638  
Email address: jclass@pasco.k12.fl.us
- 15. COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages delivered by email as PDF files or other electronic signatures hereto shall be considered originals for purposes of this Agreement.

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16. EOS hereby agrees to indemnify, defend and hold the District harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of EOS.

17. As may be applicable, all persons providing goods or services to the District pursuant to this Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto District property.

18. Neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

19. Pursuant to Fla. Stat. § 448.095, EOS shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Failure to comply with this provision is a material breach of the Agreement and the District may choose to terminate the Agreement at its sole discretion. EOS may be liable for all costs associated with District securing the same services, including but not limited to, higher costs for the same services and rebidding costs (if necessary). By signing below, EOS affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of this Agreement.

20. **Mandatory Public Records Language for All District/School Service Contracts. Public records compliance.** In addition to other contract requirements, EOS must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

A. Keep and maintain public records required by the District in order to perform the service under this agreement; and

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if EOS does not transfer the records to the District; and

D. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of EOS or keep and maintain public records required by the District to perform the service. If EOS transfers all public records to the District upon completion of the contract, EOS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If EOS keeps and maintains public records upon completion of the contract, EOS shall meet all applicable

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requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Failure of EOS to abide by the terms of this provision shall be deemed a material breach of this agreement and the District may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

**IF EOS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 7227 LAND O'LAKES BOULEVARD, LAND O'LAKES, FL 34638, [PublicRecords@pasco.k12.fl.us](mailto:PublicRecords@pasco.k12.fl.us) or (813) 794-2000.**

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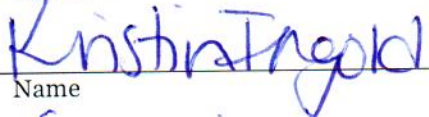
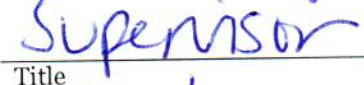
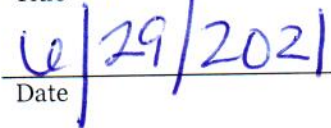


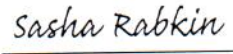

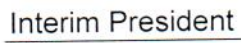

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**SIGNATURES**

The signatures below, by the authorized representative of each party to this Collaboration Agreement, signify the parties' agreement and commitment to the terms and conditions of the Collaboration Agreement.

Pasco County Schools  
  
 \_\_\_\_\_  
 Signature  
  
 \_\_\_\_\_  
 Name  
  
 \_\_\_\_\_  
 Title  
  
 \_\_\_\_\_  
 Date

For Equal Opportunity Schools  
  
 \_\_\_\_\_  
 Signature  
  
 \_\_\_\_\_  
 Name  
  
 \_\_\_\_\_  
 Title  
  
 \_\_\_\_\_  
 Date

School District Accounts Payable Contact Information

_____	_____	_____
Full Name	Email	Phone
_____	_____	_____
Street Address	City, State	Zip Code
Purchase Order required for invoicing? (circle one)	Yes	No

District Data Personnel Contact Information

_____	_____	_____
Full Name	Email	Phone

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**Exhibit A**

**COLLABORATION OVERVIEW**

Listed below is the structure for accessing the expertise of EOS personnel, tools, and data to support the District's unique needs as it works to meet and/or sustain the Collaboration Objectives. This Collaboration Overview provides a generalized framework of the Collaboration but does not delineate every aspect of the Collaboration that the Collaborators are mutually responsible for implementing.

The Collaborators agree to the following schedule and responsibilities, and will meet to set specific dates and task ownership, following the Effective Date of this Agreement.

**Action for Equity Phase 3: Extend Equity**

In this pathway, partners develop and enshrine the policies, practices and mindsets to sustain equitable opportunities and begin to drive the core work on their own. During the Extend Equity phase, partners continue to use the EOS Portal and suite of tools (including all tools listed in the table below) to find students. Partners also participate in a four-part Equity Leader Lab (ELLab), a regionally-based community of practice. The Equity Leader Labs create a shared, creative and dynamic space for the action-oriented partnership of researchers, practitioners and educators in the service of equitable learning environments.

Members of the ELLabs will attend four (4) full-day workshops that are designed to develop equity leadership and inquiry-based classroom practices. Within this collaborative learning community, participants and facilitators will integrate research-based belonging strategies with practitioner expertise to examine and develop belonging-rich learning environments in schools for students of color and low-income students. EOS assigned partnership director and district point-of-contact will determine if the trainings are virtual or in-person depending on CDC recommendations regarding travel (COVID-19). EOS company travel policy is the overall authority if EOS staff are permitted to travel. A list of lab dates for the 2020-2021 partnership year will be developed after the Agreement is signed.

All travel by EOS staff in conjunction with the Equity Leader Labs is included in the price listed in the Costs and Payments section 3a. In addition, EOS will provide 1 school site visit per quarter for each participating high school. All site meetings will be conducted virtually.

**Tools & Supports:** The following are the set of tools and analyses that the District and its schools can access through the Extend Equity partnership.

<p>Student Survey, Staff Survey &amp; Staff Recommendations</p>	<p>The fall student survey and staff survey and recommendations serve as two of our seminal data collection tools and are required for the creation of most EOS products, including outreach and recruitment lists, Student Insight cards, Equity Pathways reports and Support Reports. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems.</p>
<p>AP/IB Student Experience Survey and Report</p>	<p>The Student Experience Survey and Report provides a year-end portrait of the quality of student experiences in AP/IB classes in a school. As AP/IB students complete their coursework, understanding their experience can help with sustainability planning for next school year's equity goal. The analysis provides strength areas and recommendations</p>

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	to improve the AP/IB experience. EOS will remotely manage the surveys, and provide analysis and recommendations based on the results.
Equity Pathways Report	EOS will provide schools with the Equity Pathways Report, a comprehensive analysis of the student and staff survey responses combined with recommendations for sustaining equity and access in AP/IB coursework. The Equity Pathways report allows schools to unpack broad trends across different race and income groups as respects issues of access and success in AP/IB courses.
Support & Belonging Report	The Support & Belonging Report will provide schools concrete recommendations for building belonging-rich policies and practices that lead to students' success in AP/IB. The report draws on analysis of school-, student- and staff-level data surfaced through the fall surveys. It offers a deeper set of perspectives on how historically underrepresented students of color and low-income students are experiencing belonging in their classrooms, both in relationship to peers and to teachers. Available AP/IB supports are evaluated on their availability and usage by students, and students' top suggested reports are shared back, in service of creating stronger transitions into AP/IB for first-time takers and for current AP/IB students to thrive in their course experience.
Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10 <sup>th</sup> and 11 <sup>th</sup> grade students on the Outreach Lists. Student Insight Cards are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and trusted adults.
Outreach Lists	The Outreach List contains 10 <sup>th</sup> and 11 <sup>th</sup> grade students identified through EOS' proprietary model and relies on both student and school level characteristics to determine if a student could benefit from and succeed in AP/IB coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9 <sup>th</sup> grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.
Course Registration Enrollment Updates	EOS will provide enrollment updates during course registration that facilitate further strategy and action around outreach to students.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of schools' AP/IB access reality compared to access for the previous school year, (b) Opportunity Charts showing enrollment for 11 <sup>th</sup> /12 <sup>th</sup> graders by race & segment, and (c) Enrollment Capacity Analyses showing course-level enrollment information.
Semester AP/IB Grade Analysis	EOS will analyze and present corresponding data visuals that compare semester grade performance to prior year semester grade performance in AP/IB courses.
AP/IB Exam Analysis	EOS will analyze and present corresponding data visuals that compare AP/IB exam passing performance to prior year passing performance (as measured by number of students passing exams and pass rates).

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**Supports:** The following are the set of EOS supports that will accompany the above described tools:

EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Live and On-Demand Webinar Training	EOS hosts live and on-demand webinars to support successful implementation of the Collaboration. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership.

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**EXHIBIT B**

**Confidentiality Obligations**

**Definition**

For purposes of this Agreement, the term “Confidential Information” shall mean any and all personally identifiable student information from District education records provided by District to EOS, in any medium during the Term of this Agreement. Confidential Information shall include, without limitation, the personally identifiable information of students, parents, guardians and staff that the District shares with EOS under this Agreement.

**Acknowledgment of Applicable Law**

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 (“FERPA”), and may also be subject to state law student confidentiality provisions. The Collaborators shall comply with all Applicable Law.

**EOS Permitted Usage of Confidential Information**

Except in limited instances when EOS obtains the express written consent of the District or individual participant/parent, as may be required, EOS shall use Confidential Information solely for the purposes set forth in this Agreement.

**Restrictions upon EOS’ Disclosure of Confidential Information**

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS’ non-disclosure agreement. Except as permitted by FERPA, EOS and its designated employees, contractors and other agents with access to Confidential Information shall not disclose any of the District’s Confidential Information to any third party.

**Maintenance of Confidentiality**

EOS shall exercise reasonable care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure or access and shall take reasonable steps necessary to establish safeguards that are consistent with applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA-protected information. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that is designed not to permit identification, directly or indirectly, of individual students or parents.

All users of the Portal must agree to the EOS Acceptable Use Policy, as may be amended, which includes, requirements such as, an obligation not to share account or passwords with anyone, not to use the Portal for illegal activity, not to access data or any account owned by another and to notify EOS immediately if the user identifies a problem with the Portal. EOS also has the right to deny access to any user who may pose a security risk to the Portal or the data contained on the Portal.

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The District shall send all Confidential Information via the Portal, unless otherwise agreed to by the parties or expressly permitted by EOS in writing. Unless otherwise agreed upon by the parties in advance, the District should not email or use any other medium to send Confidential Information. In certain instances, EOS may accept limited information via another approved mechanism.

**Destruction of Confidential Information**

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records after such information is no longer needed for any purpose for which studies were conducted under the terms of this Agreement.

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**EXHIBIT C**

**Data to be Shared for the Purpose of Ongoing Study and Instructional Improvement**

EOS will use student-level data on behalf of the school/district to study and evaluate its programs and services. The data will only be used to meet the purposes of the study for the school/district. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program or similar proxy). EOS will treat all data as Confidential Information, as defined by Exhibit B of this Agreement, and in accordance with the requirements of Applicable Law. Except as otherwise agreed upon between the parties or instructed by EOS, all data shall be provided through the EOS Portal. EOS will provide instructions on the file types that are required (usually CSV format for data and JPG for photos). In addition to the data elements listed below, in performing the services and implementing the programs, EOS, or a third-party on its behalf, will administer surveys for students and staff. In order to undertake the study and services on behalf of the District, EOS will need access to the following data elements:

Data Elements	Data Level	Example Data Elements Collected	Purpose of Data Use
Demographics (Race, Gender, FRL, ELL)	Student	Student ID, first name, last name, school name, grade, gender, counselor email, counselor last name, Hispanic indicator, race, income indicator, GPA, other fields may be included as optional	EOS will use this information to identify the school-wide participation trends in AP and IB classes, and to achieve Collaboration Objectives.
Fall Course Enrollment	Student / Staff	School name, student ID, staff email, staff ID, staff first and last name, course ID, course name, course selection, course period, term	
Course Grades	Student	Student ID, school name, course ID, course name, course selection, term, sub-term, grade	
AP Exam Scores / IB Exam Scores	Student	Student ID, test name, test subject, test score, test year	
Course Request	Student	Student ID, school name, course ID, course name	
Student Photos	Student		
Staff File	Staff	First name, last name, email address, staff ID, position and department	
Graduation Status	Student		
GPA	Student		
SAT / Test Scores	Student	Student ID, test name, test subject, test score, test year	
National Student Clearinghouse	Student		





**COLLABORATION AGREEMENT**  
**Pasco County Schools and Equal Opportunity Schools**



**EXHIBIT E – EOS W-9**

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>EQUAL OPPORTUNITY SCHOOLS</b>
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>5601 6th. Ave. S #258</b>
	6 City, state, and ZIP code <b>SEATTLE, WA 98108</b>
	7 List account number(s) here (optional)
	Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	7	-	1	6	0	9	6	5	9

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ 10/1/2020
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*