



## Single Source SS-0034 King Makers of Oakland Approval Packet

<b>Project Details</b>	
<b>Reference ID:</b>	Single Source SS-0034
<b>Project Name:</b>	Kingmakers of Oakland (KOO) and Equal Opportunity Schools (EOS)
<b>Project Owner:</b>	Betsy McCurry
<b>Project Type:</b>	Single Source
<b>Requesting Solicitation Department:</b>	Academic Support
<b>Previous Award Amount:</b>	N/A
<b>Cost Variance:</b>	N/A
<b>Amount to be Spent:</b>	\$750,000.00
<b>Proposed Contract Term:</b>	Upon Award – June 30,2023
<b>Awarded Supplier:</b>	Kingmakers of Oakland (KOO) and Equal Opportunity Schools (EOS)
<b>Comments:</b>	 _____ Approved by  <i>11.1.22</i> _____ Date



## Gwinnett County Public Schools Approval Form

<p><b>Date:</b> October 26, 2022</p> <p><b>Award/Renewal:</b> Award</p> <p><b>Buyer:</b> Betsy McCurry</p> <p><b>Award/Renewal Anticipated Amount to be Spent:</b> \$750,000.00</p> <p><b>Solicitation Term:</b> Upon Award - June 30, 2023</p> <p><b>Supplier Name:</b> Kingmakers of Oakland (KOO) and Equal Opportunity Schools (EOS)</p> <p><b>If for Services:</b> Has an eVerify form been received/on file? Yes</p> <p><b>Additional Comments:</b></p>	<p><b>Single Source SS-0034 Kingmakers of Oakland (KOO) and Equal Opportunity Schools (EOS)</b></p> <p><b>Renewal:</b> N/A</p> <p><b>Requestor:</b> Eric Thigpin, Executive Director, Academic Support</p> <p><b>Cost Savings:</b> N/A</p> <p><b>Approval By Board of Education:</b> Yes/No <u>No</u> Agenda Date: N/A Notified Susan Guillebeau to add to Board Doc? N/A</p> <p><b>New Vendor:</b> No</p>
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**Approval Routing:**

Department/Requestor Authorization	Date
Purchasing Assistant Director (up to \$50,000 Limit)	Date
	10.26.22
Purchasing Director (up to \$100,000 Limit)	Date

	Date
Executive Director of Financial Services	10/26/2022
	Date
Chief Financial Officer (up to \$500,000 Limit*)	10-27-2022
	Date
Superintendent (up to \$1,000,000.00 Limit*)	11-1-2022

Market Analysis completed: _____	Award/Renewal Notice Posted on Website: _____/Date: _____	Contract in PS ePro Contracts Updated: _____/Date: _____
Award/Renewal Letter Sent to Vendor(s) _____/Date: _____	PS Item Update (if required) Completed: _____/Date: _____	Bid Log Complete:  /Date: 11/4/2022
Document Review:	Updated: Feb 2021	

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**Gwinnett County  
Board of Education**

**Dr. Tarece Johnson**  
2022 Chairperson  
District V

**Steven B. Knudsen**  
2022 Vice Chair  
District II

**Karen Watkins**  
District I

**Dr. Mary Kay Murphy**  
District III

**Everton Blair, Jr.**  
District IV

**Dr. Calvin J. Watts**  
Superintendent

**The Mission of  
Gwinnett County  
Public Schools**

*is to pursue excellence  
in academic knowledge,  
skills, and behavior  
for each student,  
resulting in measured  
improvement against  
local, national, and  
world-class standards.*

437 Old Peachtree Road, NW  
Suwanee, GA 30024-2978  
678-301-6000  
[www.gcpsk12.org](http://www.gcpsk12.org)

It is the policy of Gwinnett County Public Schools  
not to discriminate on the basis of race, sex,  
religion, national origin, age, or disability in any  
employment practice, educational program,  
or any other program, activity, or service.



Gwinnett County Public Schools is a  
Learning 2025 Demonstration District.

MEMORANDUM

FROM: Eric Thigpen, Executive Director, Academic Support

THROUGH: Nakia Towns, Deputy Superintendent

TO: Kevin Kriews, Director of Purchasing and Property Management

SUBJECT: Single Source Designation for Kingmakers of Oakland (KOO) and Equal Opportunity Schools (EOS)

DATE: October 25, 2022

Gwinnett County Community School requests designation of KOO and EOS as a single source provider of mentoring services during the FY23 fiscal year beginning with date contract is executed, through June 30, 2023, for the following reasons:

- Through professional learning, collaborative learning communities, coaching, and curriculum KOO seeks to improve the competencies of the educators within Gwinnett County Public Schools (GCPS) to cultivate culture and conditions where Black boys express their innate greatness and lead from their internalized sense of brilliance and beauty.
- EOS widens the aperture of readiness and ensures that more GCPS Black male students enroll and succeed in advanced academic pathways
- KOO and EOS will develop cluster and site-based action plans that facilitate a comprehensive understanding of the way in which their supports for students can be most effectively operationalized and how their resources can be more finely attuned to meet the needs of those furthest from educational opportunity. In addition, particularly in South Gwinnett and Shiloh high schools, the deployment of the EOS Action for Equity Tools will directly support an increase in access and opportunity.
- A proven leader in the work of equity, KOO and EOS will host seven (7) convenings including both GCPS cluster wide and school specific convenings. These convenings will support leaders to expand equity consciousness and shift from traditional leadership paradigms to a more dynamic approach to equity-focused problem-solving and decision-making required for leading for equity in complex systems. In addition, participants will work together to identify a set of activities (the Action Plan) calibrated to the Kingmakers Drivers, and design, apply, and reflect on approaches to advance progress toward equity.
- KOO and EOS will build the capacity of GCPS school and cluster leaders to articulate a definition of success that is liberatory and inclusive of the values and aspirations of students of color, with prioritization of African American Students, and students living in poverty in their communities.
- KOO and EOS will support GCPS to finalize site specific action plans by: overhauling resource allocation systems and processes to ensure that each school's instructional, social emotional, and behavior supports match each student and community needs; develop robust pipelines and support systems to recruit and retain an educators that reflects the diversity of our students and community; and implement a comprehensive framework to operationalize a multi-tiered system of supports to address academic and non-academic student needs.

Anticipated expenditure for the FY23 fiscal year is \$590,910 but will not exceed \$750,000 with the ability to purchase additional services.



# COLLABORATION AGREEMENT

Between

Gwinnett County School District

And

**EQUAL**  
OPPORTUNITY  
SCHOOLS



## COLLABORATION AGREEMENT

### Gwinnett County School District and Equal Opportunity Schools

#### 1. PARTIES

This Collaboration Agreement (this "Agreement"), effective as of the date of last signature (the "Effective Date"), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 5601 6<sup>th</sup> Ave S #258, Seattle, WA 98108 ("EOS"), Gwinnett County School District, with an address at 437 Old Peachtree NW, Suwanee, GA 30024-2978 (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, and Advanced International Certificate of Education ("AICE) courses (sometimes referred to as "college-ready courses"), 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, or Advanced International Certificate of Education courses ("AP/IB/AICE") but are not yet enrolled in AP/IB/AICE for systemic reasons related to race or socioeconomic.

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its previously submitted application 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/AICE by fall 2023**, 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 2022-2023 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:

<u>Action For Equity</u> <u>Partner Schools and Program</u>	School Year	Cost per school	District cost
<b>Access Opportunity</b> \$27,000/school/year			
School 1: South Gwinnett School 2: Shiloh Estimated Travel: 4 Trips (\$10000)	2022-2023	\$27,000	\$64,000 incl travel
<b>Custom Tools</b>			
African American Student Specific Reports (S. Gwinnet and Shiloh)	2022-2023	\$24,000	\$24,000
<b>Cluster Engagement</b>			
Cluster Support and Facilitation Estimated Travel: 2 Trips (\$5000)	2022-2023	\$30,000	\$35,000 incl travel
Elementary and Middle School Data Analytics Support	2022-2023	\$40,000	\$40,000
District Consulting and Engagement Estimated Travel: 2 Trips (\$5000)	2022-2023	\$25,000	\$30,000 incl travel
Total Due to Equal Opportunity Schools for School Year 2022-2023			\$193,000

b. EOS will invoice District 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. EOS shall not have authority to impose any substantive changes, including but not limited to late payment penalties, through instructions set forth on the invoice. EOS agrees to cooperate with the District in making arrangements for payment and to complete all reasonable authorizations in a timely manner.

c. **TRAVEL COSTS:** EOS will bill the District for the portion of travel costs attributable to the Collaboration. The frequency of EOS visits to the District is detailed in Exhibit A. EOS travels cost-



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consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region. Travel is dependent on EOS and District COVID travel policies. EOS will take CDC guidelines into account to revisit and revise its Travel Policy as needed for public safety.

- d. **QUESTIONS REGARDING COSTS:** EOS' District Finance Contact, Catherine Weisweaver, ([catherine@eoschools.org](mailto:catherine@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.
- f. **ADDITIONAL VISITS (Optional):** The District can purchase additional visits to what is provided by program phase (see Exhibit A). A formal request submitted to Partnership Director's Managing Director is required.

The pricing is as follows:

Type of visit	Time	Details	Cost
School Visit – per day	9am – 4pm	Up to three school visits per day; Includes two EOS Staff	\$3,500/visit
District Visit – per day	9am – 4pm	Two or more schools per meeting/training; Includes two EOS Staff	\$7,000/visit

**For Additional Visits only:** the above Additional Visit cost is 50% for virtual delivery.

These costs apply to all four phases of *Action For Equity* programing: Access Opportunity, Experience Success, Extend Equity, and Sustain Equity. The price is all inclusive, from planning to travel costs. The assigned Partnership Director or Partnership Manager will run the additional visits.

**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.

- 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.



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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/AICE 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





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historic) 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. 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 consistent with 34 C.F.R. § 99.31(b)(1) 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 removal of all personally identifiable information and after EOS has made a reasonable determination that a student is not personally identifiable, whether through single or multiple releases, and taking into account other reasonably available information.
- d. EOS may also share certain information, including personally identifiable information, with third party service providers and partners acting as agents of EOS in order to fulfill its obligations under this Agreement.
- e. 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, 2023 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. **Termination Fee Schedule.** Due to cost of programing delivery in stages and milestones, termination is subject to a fee schedule. Exhibit A includes the costs as associated with delivered



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programming specific to the signed phase of Action For Equity. Discounts will be taken into consideration across the Termination Schedule.

- d. **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 may retain any data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement. All personally identifiable information regarding students, which has been shared with EOS must be destroyed when the information is no longer needed for the purposes of conducting the studies contemplated under this Agreement and in any event no later than the end of the 2027 calendar year.
- e. **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 5, 7, 9(d) and 10 through 15, inclusive.
- f. As required by O.C.G.A. § 20-2-506(b), this Agreement shall terminate absolutely and without further obligation on the part of the District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which the Agreement is renewed. The Agreement shall automatically renew annually for the 2023 calendar year following the year of execution unless the District notifies EOS in writing of nonrenewal on or before December 1 of the then current calendar year. The total obligation of the District under this Agreement for the calendar year of execution and each calendar year renewal term, if renewed, shall be as follows: 2022 - \$100,000.00; 2023 - \$100,000.00.

#### 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. NO PARTNERSHIP OR JOINT VENTURE.

Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section 11 and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

#### 12. 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



## **COLLABORATION AGREEMENT**

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any subsequent failure. No waiver shall be effective unless in writing and signed by the party waiving compliance.

#### **13. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.**

EOS, and any other party engaging in the physical performance of services on behalf of the District within the State of Georgia under this Agreement, shall comply with the provisions of the Georgia Security and Immigration Compliance Act (O.C.G.A. §§ 13-10-90 & 13-10-91) and the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act (Rules 300-10-1-.01 through 300-10-1-.09). EOS agrees to execute and comply with the Contractor Affidavit and Agreement attached as Exhibit 1. Further, in the event EOS hires any subcontractor to be engaged in the physical performance of services on behalf of the District within the State of Georgia under the Agreement, EOS will require that the subcontractor comply with the requirements of the Georgia Security and Immigration Compliance Act (O.C.G.A. §§ 13-10-90 & 13-10-91), the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act (Rules 300-10-1-.01 through 300-10-1-.09) and execute a Subcontractor Affidavit on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. EOS further agrees to maintain records of the Subcontractor Affidavit(s) and lower tier subcontractor affidavits for each subcontractor (of any tier) performing physical services on behalf of the District within the State of Georgia under the Agreement as required by the Georgia Security and Immigration Compliance Act and to provide copies of such Affidavit(s) to the District within five (5) days of receipt.

#### **14. 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.

#### **15. GOVERNING LAW; JURISDICTION.**

This Agreement shall be construed in accordance with the laws of the State of Georgia, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of Georgia; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of Georgia.

#### **16. 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



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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 Sixth Avenue South, Suite 258, Seattle, WA 98108  
Email address: [dolores@eoschools.org](mailto:dolores@eoschools.org)

**If to District:** Attention: *Jorge Gomez*  
Address: *431 Old Peachtree Rd, NW, Suwanee, Georgia 30024*  
Email address: *jorge.gomez@gepsk12.org*

#### 17. 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.

[Signature Page Follows]



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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.

For Gwinnett County School District

*Calvin Watts*  
Signature

Dr. Calvin Watts

Name

Superintendent

Title

11-8-2022  
Date

For Equal Opportunity Schools

*Eddie Lincoln*  
Signature

Eddie Lincoln

Name

CEO

Title

Nov 11, 2022  
Date

District Program Lead Contact Information

*AL Taylor*  
Full Name

*a.l.taylor@gepsk12.org* Email      *678-301-7000* Phone

District Data Personnel Contact Information

*Debbie Durrance*  
Full Name

*debbie.durrance@gepsk12.org* Email      *678-301-7501* Phone

District Accounts Payable Contact Information

*Yvette Stephenson*  
Full Name

*yvette.stephenson@gepsk12.org* Email      *678-301-6222* Phone

*437 Old Peachtree Rd. NW*  
Street Address

*Suwanee, Georgia* City, State      *30024* Zip Code

Purchase Order required for invoicing?  
(select one)

Yes

No



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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 1: ACCESS OPPORTUNITY**

The Access Opportunity partnership is the first stage of the Equal Opportunity Schools Action for Equity model. By increasing participation rates in AP/IB/AICE classes in its incoming partner schools, EOS' value transforms school cultures and teacher mindsets, ultimately increasing graduation and scholarship rates. EOS provides schools and districts with data, coaching and action to ensure students of color and low-income students are fully included in your most rigorous courses.

During the course of the Access Opportunity partnership, EOS will visit with the District and school sites 6-8 times dependent on EOS and District COVID travel policies. EOS will take CDC guidelines into account to revisit and revise its Travel Policy as needed for public safety. In addition to the in-person visits, EOS will provide periodic webinars and conference calls regarding the activities below.

	<b>GOAL</b>	<b>ACTIVITIES/RESPONSIBILITIES</b>
<b>SUMMER</b>	SET THE STAGE AND BEGIN PRE-WORK	<ul style="list-style-type: none"> <li>▪ Leadership Orientation</li> <li>▪ Survey &amp; Partnership Plan Review</li> <li>▪ Formation of Equity Team(s)</li> </ul>



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<b>FALL</b>	<b>STUDY &amp; DETERMINE CAUSES OF AP/IB/AICE COURSE PARTICIPATION GAPS</b>	<ul style="list-style-type: none"> <li>▪ School-site Launch(s) &amp; District Goal Setting</li> <li>▪ Fall Data Submission</li> <li>▪ Survey Students &amp; Staff</li> <li>▪ Policies &amp; Practices Analysis</li> </ul>
<b>WINTER</b>	<b>SET CUSTOM STRATEGY FOR CLOSING AP/IB/AICE COURSE PARTICIPATION GAPS</b>	<ul style="list-style-type: none"> <li>▪ Presentation of Equity Pathways Report</li> <li>▪ Outreach Planning</li> <li>▪ Trusted Adult Training</li> <li>▪ Outreach Plan Activities</li> <li>▪ Presentation of Support &amp; Belonging Report</li> </ul>
<b>SPRING</b>	<b>SUPPORT DISTRICT IMPLEMENTATION OF STRATEGY</b>	<ul style="list-style-type: none"> <li>▪ Outreach Plan Activities (continued, as needed)</li> <li>▪ Course Enrollment Data Submissions</li> <li>▪ Support Planning</li> <li>▪ AP/IB/AICE Teacher Workshop</li> <li>▪ Outreach Check-in</li> <li>▪ End-of-year Data Submission</li> <li>▪ Year 2 Planning</li> </ul>

**EOS SUPPORT**

EOS' responsibilities will be performed by a team of EOS staff assigned to the district. Partnership Directors and Partnership Managers are responsible for managing client relationships and EOS deliverables, as well as providing project management, strategic planning (regarding the Collaboration), and coaching support to principals and District leadership. The Partnership Director or Manager assigned to the District will serve as a dedicated, strategic thought partner and project manager throughout implementation, and will monitor and track progress during and in-between in-person visits over the course



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of the year. Additional EOS staff supporting the District may include Regional or Managing Partnership Directors, Data Management Specialists, and Customer Support Specialists.

**District Partnership Director and Manager**

- School/district leadership/coaching experience
- Experience with AP/IB/AICE gaps-closed schools/strategies and access to a national portfolio of best practices
- 2-business day response time, and available for phone/email/webinar check-ins as requested

**Other Key Sources of Expertise Provided by EOS:**

- An internal EOS community of practice provides that each Partnership Director and Manager is accessing for their clients' benefit the learnings and best practices among the EOS portfolio of more than 700 school and 220 district partnerships in various contexts around the country.
- EOS teams of analysts serve as experts for EOS tools and analytics capabilities, effectiveness and learning, and the EOS Portal, a large scale, custom-built EOS database that facilitates efficient and on-demand delivery of EOS tools.
- Supervising Partnership Directors is a Senior Leadership Team with many years of education, non-profit, and organizational leadership experience.

<b>Access Opportunity Termination Fee Schedule</b>	
<b>Milestone of program delivery</b>	<b>Amount due/school</b>
Partnership Planning & Data Collection, Portal Access	\$4,770.00
Survey	\$8,890.00
Visit 1	\$11,004.00
Visit 2	\$13,118.00
Study (reports/SIC's)	\$15,260.00
Visit 3	\$17,374.00
Visit 4	\$19,487.00
PD Support	\$24,887.00
Visit 5	\$27,000.00

- **Amount Due** will be adjusted to align grant, subsidies, or discounts reflected in Section 3 Costs & Payments Action For Equity School and Program chart.





## **COLLABORATION AGREEMENT**

### **Gwinnett County School District and Equal Opportunity Schools**

#### **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.

The Collaborators acknowledge that it is not the intent of the survey designers for any of the questions contained in the EOS Student and Staff Surveys to relate to any of the eight categories of protected information contained in the federal Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h and the survey has been reasonably designed to avoid the question types/categories requiring advance parental notification under PPRA. Notwithstanding the foregoing parents would have the right to inspect or access any survey created by EOS or any other third party to be administered to students pursuant to this Agreement.

#### **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, 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 (a copy of which are attached as Exhibit F and incorporated



## COLLABORATION AGREEMENT

### Gwinnett County School District and Equal Opportunity Schools

into the Collaboration Agreement between the Collaborators) 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.

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, or within thirty (30) days of the District's request, whichever is earlier. The Confidentiality provisions of this Agreement shall survive so long as EOS maintains possession, custody or control of any confidential information provided by District under this Agreement.

#### EOS ACCEPTABLE USE POLICY

##### Data Privacy Overview

EOS is committed to data security and privacy. We meet or exceed legal and ethical standards in our management of all information that might be considered sensitive. This document provides an overview of key confidentiality and security practices at Equal Opportunity Schools.

All individuals at Equal Opportunity Schools who have access to our data have undergone background checks and executed the EOS Confidential Information Agreement, which ensures both personal and organizational accountability to our standards.

Data is housed on Amazon EC2 which works in conjunction with Amazon Virtual Private Cloud (VPC) servers. Users access data through a proprietary EOS application. This application is secured with HTTP (HTTPS) encryption. Access to our application and data is controlled through an internal EOS approval process managed by the Director, Database & Product Development.

EOS computer hard drives are all encrypted using Microsoft BitLocker Encryption technology so that unauthorized users cannot access the contents of EOS computers.

School and district personnel accessing our data through our secure portal, must agree to and adhere to our Acceptable Use Policy.



## COLLABORATION AGREEMENT

### Gwinnett County School District and Equal Opportunity Schools

At EOS we assign all data to the following four security categories, each with the following associated standards:

1. **Highly-sensitive information** – information that EOS does not store, and which EOS will not accept from schools. If a school partner were to accidentally transmit such data to EOS, it would be recognized and destroyed, with a reminder sent to the school partner that EOS does not accept highly-sensitive information. Information in this category includes such things as social security numbers.
2. **Confidential information** – FERPA protected student level information, staff data that EOS school partners share with EOS is stored in on a secure database accessible through the EOS Portal.
3. **Non-confidential information** – Aggregated student and staff data that can be used to understand classroom-level and school-level issues. Schools may authorize or refuse the release of school information to others outside the school at their discretion.
4. **General information** – non-identifiable student level data, dis-identified school or multi-school trend data may be shared by EOS with other parties.

In implementing the above-described policies, EOS complies with FERPA and state and local policy.

**I have read the EOS Portal Acceptable Use Policy, and I agree to abide by and support these rules. I understand that if I violate any terms of this Acceptable Use Policy that I may lose my privilege to use the EOS Portal and may be liable for civil and/or criminal consequences.**



**COLLABORATION AGREEMENT**

**Gwinnett County School District and Equal Opportunity Schools**

**Exhibit C**

**See attached PST Study Agreement provided by GCPS**

See attached



**COLLABORATION AGREEMENT**

**Gwinnett County School District and Equal Opportunity Schools**

**Exhibit D – INSURANCE**

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID: SR		
				DATE (MM/DD/YYYY) 03/11/2022		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
<b>PRODUCER</b> Sprague Israel Giles 1601 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy			<b>CONTACT NAME:</b> PHONE: [ ] FAX: [ ] E-MAIL: [ ] ADDRESS: PRODUCER CUSTOMER ID #: EQUAL-1 ISSURER(S) AFFORDING COVERAGE: [ ] NAIC #: INSURER A: Philadelphia Indemnity Ins. 10050 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
<b>INSURED</b> Equal Opportunity Schools 5601 Sixth Avenue S., Ste 250 Seattle, WA 98108						
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
ITEM LTR	TYPE OF INSURANCE	ADDITIONAL SUBS (YEAR, VOYD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PER POLICY <input type="checkbox"/> LOG		PHPK2375186	03/22/2022	03/22/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG. \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS		PHPK2375186	03/22/2022	03/22/2023	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEFENSIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY EMPLOYER/EMPLOYEE/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in HI) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A WA STOP GAP DESCRIPTION OF OPERATIONS below		PHPK2375186 WA STOP GAP	03/22/2022	03/22/2023	<input type="checkbox"/> WC STATUS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Per Occ Aggregate 1,000,000
A	SEXUAL ABUSE		PHPK2375186	03/22/2022	03/22/2023	Per Occ Aggregate 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EVIDENCE ONLY						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
CERTIFICATE HOLDER			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 			



**COLLABORATION AGREEMENT**

**Gwinnett County School District and Equal Opportunity Schools**

**Exhibit E – EOS W-9**

<p><b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p> <p>► Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																																													
<p><b>1 Name</b> (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>EQUAL OPPORTUNITY SCHOOLS</b></p>																																															
<p><b>2 Business name/disregarded entity name</b>, if different from above</p>																																															
<p><b>3 Check appropriate box for federal tax classification</b> of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p><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 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></p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>	<p><b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Apply to accounts maintained outside the U.S.)</small></p>																																														
<p><b>5 Address</b> (number, street, and apt. or suite no.) See instructions.</p> <p><b>5801 6th Ave, S #258</b></p> <p><b>6 City, state, and ZIP code</b></p> <p><b>SEATTLE, WA 98108</b></p> <p><b>7 List account number(s)</b> here (optional)</p>	<p>Requester's name and address (optional)</p>																																														
<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>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 <i>How to get a TIN</i>, later.</p> <p><small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requestor</i> for guidelines on whose number to enter.</small></p>																																															
		<table border="1" style="margin: auto;"> <tr> <th colspan="9">Social security number</th> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">OR</td> </tr> <tr> <th colspan="9">Employer identification number</th> </tr> <tr> <td style="width: 20px;">3</td><td style="width: 20px;">7</td><td style="width: 20px;">-</td><td style="width: 20px;">1</td><td style="width: 20px;">6</td><td style="width: 20px;">0</td><td style="width: 20px;">9</td><td style="width: 20px;">6</td><td style="width: 20px;">5</td> </tr> </table>	Social security number																		OR									Employer identification number									3	7	-	1	6	0	9	6	5
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3	7	-	1	6	0	9	6	5																																							
<p><b>Part II Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><small>Certification instructions: You must check 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.</small></p>																																															
<p><b>Sign Here</b></p> <p>Signature of U.S. person ► _____</p>	<p>Date ► 10/1/2020</p>																																														
<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>Form 1099-INT (interest earned or paid)</li> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><small>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.</small></p>																																															



**COLLABORATION AGREEMENT**

**Gwinnett County School District and Equal Opportunity Schools**

**Exhibit F - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit on behalf of Equal Opportunity Schools, the undersigned verifies Equal Opportunity Schools's compliance with O.C.G.A. 13-10-91, stating affirmatively that Equal Opportunity Schools has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The undersigned further agrees that, should Equal Opportunity Schools employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to Equal Opportunity Schools contract with the Gwinnett County School District, Equal Opportunity Schools will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Equal Opportunity Schools further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County School District at the time the subcontractor(s) is retained to perform such service.

The federal work authorization program user identification number issued to Equal Opportunity Schools is e-verify does not issues user identification numbers.

I have read the foregoing two (2) paragraphs and declare them to be true.

Eddie Lincoln  
BY: Authorized Officer or Agent of Equal Opportunity Schools

Date: 11/5/22

Chief Executive Officer  
Title of Authorized Officer or Agent of Equal Opportunity Schools:

Eddie Lincoln  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 5 DAY OF November, 2022.

EJV.  
Notary Public My Commission Expires: 04-01-2025





## COLLABORATION AGREEMENT

### Gwinnett County School District and Equal Opportunity Schools

#### Exhibit G – GCSD PRIVACY & SECURITY TERMS

The Gwinnett County School District (“**GCSD**”) and Equal Opportunity Schools (“**Contractor**”) (each referred to herein as a “**Party**,” and collectively as the “**Parties**”) hereby agree to the following Privacy and Security terms (these “**Terms**”) in connection with Contractor’s provision of products and/or services to GCSD and its schools. If there is any inconsistency between these Terms and the Parties’ other agreements or the Contractor’s standard terms or conditions or privacy policies or practices that otherwise govern the Parties’ relationship and/or Contractor’s goods or services (collectively, the “**Agreements**”), the Parties agree that these Terms shall control. The Parties agree that these Terms are hereby incorporated into any agreement entered into at any time by and between the Parties, whether such agreement is entered into before, on, or after the date hereof.

#### 1. Definitions.

- a. “**Contractor Personnel**” means all persons or entities furnished or engaged by Contractor to assist in performing the Services (as defined herein), including officers, employees, representatives, and agents of Contractor, Contractor’s affiliates, and Contractor’s subcontractors.
- b. “**Confidential Information**” shall share the meaning assigned to it in Exhibit B, but solely for purposes under this Exhibit G, shall also include any information (other than personally identifiable information) provided by GCSD to Contractor regardless of the method of provision or whether identified as “confidential” that a party would reasonably believe to be proprietary or confidential.
- c. “**Education Records**” means records that are directly related to a student and maintained by GCSD or by a party acting on behalf of GCSD. Education Records do not include records created or received by GCSD after an individual is no longer a student in attendance at GCSD or that are not directly related to the individual’s attendance as a student at GCSD.
- d. “**De-identified Information**” means Protected Data from which all direct and indirect identifiers have been permanently and irrevocably removed so that the information cannot personally identify an individual, even when taking into account other reasonably available information.
- e. “**Disclose**” means to permit access to or the release, transfer, or other communication by any means, including oral, written, or electronic means, to any person or entity except the person or entity identified as the person or entity that provided or created the record.
- f. “**Law**” means any and all current and future foreign or U.S. federal, state or local statute, law (including common law), ordinance, rule, regulation, injunction, treaty, restriction, approval, directive, binding statutory guidance, regulatory code of practice, permit, or order, or term or condition of any of the foregoing, or any other binding action or other requirement of any governmental authority.
- g. “**Protected Data**” means any information that can personally identify an individual or is otherwise protected by Law that Contractor collects or has access to in connection with providing the Services. Protected Data includes, but is not limited to, information created or provided by GCSD,





## COLLABORATION AGREEMENT

### Gwinnett County School District and Equal Opportunity Schools

- a student or a student's parent or guardian in connection with the Services, direct or indirect identifiers, metadata, or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person to identify the student with reasonable certainty. Protected Data does not include De-identified Information.
- h. **"Security Incident"** means the occurrence of: (i) any act or omission that directly or indirectly leads to the compromise of the confidentiality, integrity, or availability of Protected Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor, or put in place by GCSD should Contractor have access to GCSD's systems, that relate to the protection of the confidentiality, integrity, or availability of Protected Data; or (ii) the receipt of an allegation or complaint that Protected Data or systems housing Protected Data have been compromised or that Contractor has breached or otherwise failed to comply with these Terms. A "Security Incident" includes, but is not limited to, for example: a physical trespass on a secure facility in which Protected Data is maintained; intrusion or hacking into Contractor's or Contractor Personnel's networks, systems, or premises on which Protected Data is maintained; loss or theft of a computer, mobile device, hard drive, other information storage device, or printed materials that contain Protected Data; a potential or actual use, misuse, acquisition, compromise, loss, destruction, alteration, or disclosure of, or unauthorized access to, Protected Data; or any circumstance pursuant to which applicable Law requires notification of such incident to be given to affected parties or other activity in response to such circumstance.
  - i. **"Services"** means providing GCSD with the services and deliverables set forth in the Collaboration Agreement between the parties. All efforts will be performed on behalf of GCSD as an organization conducting studies for, or on behalf of, GCSD.
2. Contractor shall have the right to share Protected Data with Kingmakers of Oakland, who shall be bound by terms not less restrictive than those herein.
  3. Contractor Personnel. Contractor may rely on Contractor Personnel to perform the Services, provided that Contractor shall require all Contractor Personnel with access to Protected Data to agree in writing to comply with terms substantially similar to these Terms, including agreeing to maintain the confidentiality of Confidential Information, and, in the case of subcontractors, to place the same restrictions outlined herein (including, but not limited to, with respect to Confidential Information) on their own subcontractors. Any breach of these Terms by Contractor Personnel shall be deemed a breach of these Terms by Contractor. Contractor shall train Contractor Personnel on the proper handling of Protected Data in accordance with these Terms and applicable Law.
  4. Restrictions on Contractor's Receipt, Use, and Disclosure of Confidential Information.
    - a. Contractor shall access and collect Protected Data only to the extent necessary to perform the Services.
    - b. Contractor shall not disclose Confidential Information to any other person or entity without the prior written consent of GCSD, except: (i) to Contractor Personnel, but only to the extent necessary to perform the Services and on the condition that the Confidential Information shall be used only for the purposes for which the disclosure was made; (ii) to eligible students, and their respective



## COLLABORATION AGREEMENT

### Gwinnett County School District and Equal Opportunity Schools

parents or guardians, in accordance with the Family Educational Rights and Privacy Act ("FERPA"), on the condition that Contractor uses reasonable methods to identify and authenticate the identity of the parent, guardian, or eligible student prior to any such disclosure; or (iii) in connection with the sale of all of the shares of Contractor to a third party, the sale of all or substantially all of the assets of Contractor to a third party, or the merger of Contractor with a third party, but only if such acquiror or successor agrees in writing to be subject to and bound by these Terms.

- c. Contractor shall maintain the confidentiality of Confidential Information and shall treat it in accordance with these Terms and applicable Law.
  - d. Except as necessary to perform the Services or as otherwise expressly authorized in writing by GCSD, Contractor shall not: (i) rent, sublicense, transfer, disclose, use or grant any rights in, or share or provide access to, Confidential Information, in any form; (ii) provide, process, transmit, or store any Confidential Information in an unsecured form; (iii) disclose, market, or provide any reports or other analyses based on, derived from or incorporating any Confidential Information to any third parties; (iv) collect, store, use or share any information or data in a way that allows any natural person to be identified; (v) collect, use, combine, aggregate or commingle any information or data regarding any natural persons and/or their activities or behavior; (vi) disclose Confidential Information to other entities or individuals in any manner that would readily identify GCSD's methods, techniques, scope or scale of Protected Data collection; (vii) sell or otherwise commercially exploit, or permit the sale or commercial exploitation of, Confidential Information, or provide Confidential Information, directly or indirectly, to any third party for commercial gain or for a commercial purpose; or (viii) use Confidential Information to create profiles of students or to target students, parents, or guardians with advertising.
5. Additional Requirements.
- a. GCSD has the right to request in writing that Contractor disclose Protected Data to a third party on its behalf, including pursuant to a judicial order or lawfully-issued subpoena. If Contractor discloses Protected Data on GCSD's behalf pursuant to a judicial order or lawfully-issued subpoena, Contractor must, upon written request by GCSD, make a reasonable effort to notify the parent, guardian, or eligible student of the order or subpoena in advance so that the parent, guardian, or eligible student may seek protective action, unless the disclosure is in compliance with (i) a federal grand jury subpoena or any other subpoena issued for a law enforcement purpose if the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed; or (ii) an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. 2332b(g)(5)(B) or an act of domestic or international terrorism as defined in 18 U.S.C. 2331.
  - b. If Contractor is subject to the Children's Online Privacy Protection Act ("COPPA"), Contractor shall promptly provide to GCSD, upon written request from GCSD: (i) the required notices under COPPA that detail Contractor's collection, use, and disclosure practices; (ii) a description of the types of personal information covered by COPPA that Contractor collects; (iii) an opportunity for GCSD to review students' personal information and/or have the personal information deleted;



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- and (iv) the opportunity to prevent further use or online collection of a student's personal information.
- c. Upon the written request of GCSD, Contractor shall promptly provide GCSD with access to any Protected Data maintained by or at the direction of Contractor to support GCSD's compliance with any request for access to Education Records within forty-five (45) days of GCSD receiving such request for access in accordance with FERPA.
  - d. Contractor shall use reasonable methods to identify and authenticate the identity of any person to whom Contractor discloses Protected Data pursuant to and as permitted by these Terms, including Contractor Personnel.
6. Required Disclosure. Nothing in these Terms shall restrict use, disclosure, or retention of Confidential Information to the extent required by applicable Law, an order of a court of competent jurisdiction, law enforcement or administrative agency, or a subpoena, or as would be required for Contractor to defend itself in a legal dispute related to these Terms. In the event Contractor is required to disclose any Confidential Information, Contractor shall promptly notify GCSD prior to such disclosure, so that GCSD has a reasonable opportunity to seek a protective order or other legal or equitable remedies that may be available to protect the confidentiality of such Confidential Information.
7. Information Security Program. Contractor shall at all times have in place a comprehensive information security program in compliance with applicable Law. In accordance with such information security program, Contractor shall implement and maintain reasonable administrative, physical, and technical safeguards appropriate to the nature of the Protected Data to secure Protected Data from unauthorized access, disclosure, destruction, modification, and use. GCSD has the right to request in writing that Contractor implement additional safeguards in connection with its performance of Services under the Agreements or these Terms due to any change in industry best practices or applicable Law. Contractor shall implement such additional safeguards within a commercially-reasonable time period, and shall certify, upon GCSD's request, that such implementation has been completed. If Contractor refuses to implement such additional safeguards, or does not implement such additional safeguards within a commercially-reasonable period of time, GCSD may elect (in its sole discretion) to terminate the Agreements, and in such case, GCSD will have no further obligation to Contractor under the Agreements
8. Minimum Privacy and Security Requirements. At a minimum, Contractor shall: (a) have a written information security policy, incident response plan, and publicly-available privacy policy; (b) conduct, at least annually, enterprise-wide risk assessments and internal and external penetration testing and conduct vulnerability scanning on a commercially reasonable cadence; (c) implement patches for security vulnerabilities on all systems and applications relevant to the Services within a commercially-reasonable timeframe following availability of a patch, but in no event later than thirty (30) days following availability of the patch; and, if patching is not possible, documenting an exception with appropriate rationale within that 30-day timeframe; (d) collect and maintain the minimum amount of Protected Data required to perform the Services; (e) use commercially-reasonable methods to limit access to Protected Data to only those Contractor Personnel having a legitimate business interest in the Protected Data; (f) encrypt Protected Data in transit over public or wireless networks and at rest;



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- (g) secure facilities, data centers, servers, backup systems, and computing equipment, including all mobile devices and other equipment with information storage capability and paper files that are used to store Protected Data; (h) implement a reasonable process to remove false positives from relevant monitoring/alerting rules; (i) implement authentication and access controls within media, applications, operating systems, and equipment, including multi-factor authentication for all remote administration; (k) implement appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable Law; and (l) provide appropriate privacy and information security training to Contractor Personnel at least once per year.
9. Minimum Software Requirements. Security features for any software used to perform the Services shall, at a minimum: (a) support externalized authentication (e.g., federation via Security Assertion Markup Language (SAML) or Active Directory Federation Services (ADFS)) or have configurable password parameters (e.g., length, history, complexity, expiration); (b) have multi-factor authentication capabilities or be compatible with industry-accepted multi-factor authentication tools; and (c) allow access to product authentication logs and to logs indicating changes to user accounts that include detail of the account leveraged to make the change and retain such logs for as long as possible.
  10. Restrictions on International Storage or Processing. Contractor shall ensure that all Protected Data is stored and processed in the United States. At no time shall Protected Data be transferred to, stored, or processed in any country other than the United States.
  11. Reports; Corrective Action Plans. GCSD has the right to request the performance of, and documentation concerning the results of, enterprise-wide risk assessments, internal and external penetration testing, and vulnerability testing conducted pursuant to Section 9, as well as performance and documentation concerning additional assessments or tests to address an identifiable risk posing a reasonable risk of harm to, unauthorized access to, or loss of integrity of Protected Data. The Parties shall engage in a good faith discussion regarding the implementation of a corrective action plan to correct any issues that are identified through such assessments or testing, and Contractor shall implement, at its sole cost and expense, such additional safeguards within a timeline agreed upon by the Parties. If Contractor does not agree to implement a corrective action plan, GCSD may elect (in its sole discretion) to terminate the Agreements between the Parties, and in such case GCSD will have no further obligation to Contractor under the Agreements.
  12. Information Security Questionnaire. Upon GCSD's written request, to confirm compliance with these Terms and applicable Law, Contractor shall promptly complete, and certify the accuracy of its responses to, a written information security questionnaire provided by GCSD, or by a third party on behalf of GCSD, regarding Contractor's data privacy and security practices and Contractor's use and handling of Protected Data within thirty (30) days of receipt of the information security questionnaire. GCSD shall treat the information provided in the information security questionnaire as Contractor's confidential information.
  13. Certifications. Annually, or upon thirty (30) days written notice, Contractor shall produce and provide to GCSD a System and Organization Controls (SOC) Report in compliance with industry standards for



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both Contractor's hosting facility.

14. Audits. Subject to GCSD's agreement to any Contractor required confidentiality terms, GCSD has the right upon thirty (30) days written notice to Contractor to conduct audits, or to have a third party conduct audits on its behalf, of Contractor's systems and physical and electronic facilities that are used in connection with the Services, and to obtain copies of the policies and procedures relevant to Contractor's handling of Protected Data for the purpose of auditing and confirming Contractor's compliance with these Terms.
15. Compliance with Law. Contractor represents and warrants that Contractor is in compliance with and will handle Protected Data in accordance with all applicable Law, including COPPA, FERPA (20 U.S.C. 1232g), the federal regulations implementing FERPA (34 CFR § 99), and the Georgia Student Data Privacy, Accessibility, and Transparency Act (O.C.G.A. § 20-2-660 through O.C.G.A. § 20-2-668).
16. Security Incident Procedures. In the event of a Security Incident, Contractor shall notify GCSD as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of the Security Incident. Contractor shall, at its own expense, take immediate steps to contain and remediate the Security Incident to prevent any further Security Incident and to maintain and preserve all documents, records, and other data related to any Security Incident. Contractor shall fully cooperate with GCSD with respect to any Security Incident, including, but not limited to the following: (a) assisting with any inquiry, investigation, or litigation arising out of or related to the Security Incident; (b) providing GCSD with physical access to the facilities and operations affected; (c) facilitating interviews with Contractor Personnel; and (d) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable Law, or as otherwise reasonably requested by GCSD. Contractor agrees that GCSD has the sole right to determine whether notification and remediation services will be provided, whether required by Law or in the discretion of GCSD, as well as the content of such notifications. Contractor shall reimburse GCSD for all reasonable costs and expenses incurred by GCSD in responding to, and mitigating damages caused by, any Security Incident within thirty (30) days of the date of any written invoice from GCSD.
17. Indemnification. Contractor agrees that Contractor will indemnify, defend, save, and hold GCSD and each of its affiliates, and their respective officers, directors, employees, representatives and agents (the "GCSD Indemnitees") harmless from and against any and all claims, losses, costs, damages, judgments, settlements, and expenses of every kind and nature (including attorneys' and experts' fees and expenses as well as damages directly or indirectly caused by Contractor or third parties, including penalties and interest, and will reimburse such fees and expenses as they are incurred) (collectively, "Losses") arising from a third party claim relating to: (a) the failure of Contractor to comply with, or any actual or alleged violation of, any applicable law, statute, ordinance, governmental administrative order, rule or regulation; and/or (b) any Security Incident for which Contractor and/or Contractor Personnel is responsible. Contractor's indemnification obligations hereunder shall be joint and several with respect to any other indemnitors of the GCSD Indemnitees, shall be carved out of and not subject to any provision set forth in the Agreements that seeks to exclude or limit Contractor's liability, and shall be in addition to, and not in lieu of, any indemnification or other obligations imposed on Contractor in the Agreements. District agrees to cap the indemnification obligation at \$1,000,000, excluding attorneys' fees, expert fees and court costs.



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18. Material Breach. In the event of a material breach by Contractor, GCSD has the right to terminate these Terms and any of the Agreements, if, after 30 day's written notice by GCSD to Contractor, Contractor has failed to cure such breach.
19. Equitable Relief. Contractor acknowledges that any breach of its obligations set forth in these Terms may cause GCSD irreparable harm for which monetary damages would not be adequate compensation. Accordingly, Contractor agrees that, if there is such a breach, or a threatened breach, GCSD is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which GCSD may be entitled at law or in equity. Contractor agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
20. Mediation. In the event of any dispute, claim, question, or disagreement between the Parties arising from or relating to these Terms or the breach thereof, the Parties shall use their best efforts to resolve the dispute, claim, question, or disagreement. To this end, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both Parties. In the event the Parties cannot resolve the dispute, the Parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to these Terms by mediation, which shall be conducted under the then-current mediation procedures of the CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the Parties agree to in writing. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures, except in such cases where immediate preliminary equitable relief is needed.
21. Governing Law. These Terms shall be enforced and interpreted in accordance with the laws of the State of Georgia, without regard to any conflict of law principles. Any lawsuit or other action between the Parties based on a claim arising from these Terms shall be brought in a court or other forum of competent jurisdiction within Gwinnett County, Georgia.



## AGREEMENT

### 1. PARTIES

This Agreement (this "Agreement"), effective as of November 17, 2022 (the "Effective Date"), is by and between Kingmakers of Oakland ("KOO") with an address of 745 Arimo Avenue, Oakland, California 94610, and the Gwinnett County School District (the "District" or "GCPS"), with an address of 437 Old Peachtree Road NW, Suwanee, Georgia 30024. KOO and the District may be referred to collectively as the "Parties."

### 2. KOO:EOS GCPS Blueprint alignment

GCPS seeks to provide the highest quality education to each and every student in the district. As an indicator of this commitment, GCPS recently adopted the Blueprint for the Future. The Blueprint identifies four priorities: empathy, equity, effectiveness, and excellence. Furthermore, the Blueprint expressly commits GCPS to providing a world class education that meets the needs of ALL students. It is in this spirit and to support achieving the goals, objectives and strategies outlined in the Blueprint that Kingmakers of Oakland and Equal Opportunity Schools seek to partner with GCPS.

KOO and EOS are confident that our unique, one-of-a-kind services will support the essential needs of GCPS across each of the four strategic priorities: Empathy, Equity, Effectiveness and Excellence. While our partnership seeks to have a wide-ranging impact on all students, we begin with an abiding commitment to uplift the stories, experiences, aspirations and voices of black students in the South Gwinnett and Shiloh Clusters. By all relevant data available in GCPS, this is the population furthest from educational opportunities.

The scope of work contained herein assumes a multi-year partnership but begins with what we call a "Year 0". This year of learning, planning, engagement and community building is anchored in the Kingmakers Blueprint and the EOS Action for Equity Framework. By deploying KOO and EOS in the Shiloh and South Gwinnett clusters during the 2022-2023 school year, GCPS will ensure that it takes the time needed to understand the opportunity for district wide implementation in the coming years while also addressing the unique and specific experiences of students, staff and administrators in these clusters.

**Kingmakers of Oakland (KOO)** is a nationally recognized (Dee & Penner (2019)), non-profit committed to improving educational life outcomes for Black boys. KOO uses a liberatory design process to build the capacity of educational leaders in public schools to create healthy, affirming learning environments for Black boys. Through professional learning, collaborative learning communities, coaching, and curriculum KOO seeks to improve the competencies of the educators within public school systems to cultivate culture and conditions where Black boys, *Kings*, express their innate greatness and lead from their internalized sense of brilliance and beauty.

**Equal Opportunity Schools (EOS)** is the go-to solution for the development of access, belonging and success in advanced coursework, EOS provides a one of a kind data architecture and analysis, a student



and staff survey, as well as a host of proprietary tools and professional coaching to transform the way students are seen, engaged and resourced in relation access and opportunity. In particular, using our dynamic Student Insight Card, EOS widens the aperture of readiness and ensures that more students enroll and succeed in advanced academic pathways. EOS has partnered with over 800 schools, surveyed nearly 3 million students, and supported districts to enroll an additional 52,000 students into advanced academic pathways.

Together, EOS and KOO will provide GCPS with a wide range of data, services, coaching and engagement to address a number of the district's strategic priorities. The SOW contained herein comprises 4 main activities that culminate in Spring 2023 with cluster and school-based Action Plans in both the Shiloh and South Gwinnett Clusters. These action plans, informed by the data architecture and surveys of EOS, are anchored in the Kingmakers Playbook.

The work of "Year 0" will directly and indirectly address components of each strategic priority.

### **Strategic Priority #1: Empathy**

*"Empathy, the ability to understand the feelings of another person and place yourself in their position, is the entry point towards creating a culture where staff and students feel a sense of belonging and safety."*

By engaging in meaningful data gathering, analysis and review and through the deep dive convenings, listening campaigns and professional learning, GCPS staff will increase their cultural competence and proficiency, be better prepared to promote the well-being of students and staff and be introduced to a host of strategies designed to improve their capacity to meet the needs of students and staff. In the long term, the presence and effectiveness of these activities and the courage and tenacity to engage in this work, will support a robust pipeline of diverse staff.

### **Strategic Priority #2: Equity**

*"Board Policy BAAE - Educational Equity charged district administration to "design or redesign systemic programs and initiatives to address and reduce educational inequity, providing students and staff with targeted supports and enrichment that increase opportunities to succeed."*

The facilitated learning experiences, readings and engagement with the Kingmakers Blueprint will support the development of Cluster and site-based action plans that facilitate a comprehensive understanding of the way in which their supports for students can be most effectively operationalized and how their resources can be more finely attuned to meet the needs of those furthest from educational opportunity. In addition, particularly in the high schools, the deployment of the EOS Action for Equity Tools will directly support an increase in access and opportunity.

### **Strategic Priority #3: Effectiveness**

*"Every system is perfectly designed to get the results that it gets. – W. Edwards Deming*

*This well-known adage is so simple, yet profound. In this new era, the district's challenge is to sustain the legacy of excellent performance while responding to the diverse needs of a growing community."*





While one year will not redefine or transform the system, the long-term intent of this partnership is designed around a fundamental shift in the inputs, behaviors, mindsets and outcomes that guide the way GCPS sees, engages and resources students. The "Year 0" of this engagement will set the table for future success of this priority by supporting school and district leaders to understand the unique, but generalizable needs of African American students in the Shiloh and S. Gwinnett Clusters.

#### **Strategic Priority #4: Excellence**

*Excellence is not optional. To achieve the GCPS mission and vision, excellence is the standard. This strategic priority continues a long-standing ethos in the district to be a world-class organization in service to students and families.*

A commitment to the structures, design principles and infrastructure articulated in the Kingmakers Blueprint and the EOS Action for Equity Framework demonstrates a deep and abiding commitment to a standard of excellence for the students, families and community. For GCPS to be the first choice for students and staff, and for it to ensure it is preparing students for their future, it will need to transform the inputs it uses to guide its decisions, behaviors, process and mindsets. Together, KOO and EOS provide a dynamic starting point and in consultation with District leaders can support the long-term effectiveness of the district to accomplish this goal.

To meet these Strategic Priorities, KOO and EOS will deploy 4 main activities:

**Convenings:** KOO and EOS will host seven (7) convenings including both cluster-wide and school-specific convenings. These convenings will support leaders to expand equity consciousness and shift from traditional leadership paradigms to a more dynamic approach to equity-focused problem-solving and decision-making required for leading for equity in complex systems. In addition, participants will work together to identify a set of activities (the Action Plan) calibrated to the Kingmakers Drivers, and design, apply, and reflect on approaches to advance progress toward equity.

**Data Analytics, Reports, and Insights:** The EOS data analytics infrastructure and survey of students and staff at each high school, along with the KOO intake form and additional data from the district will undergird all learning modalities. This includes the deployment of the EOS Student Insight Cards at each high school as well as a host of real time data analytics to accelerate opportunity, belonging and success.

**Leadership Consulting:** A significant aspect of Year 0 is the development of cluster and site-specific plans rooted in the unique experiences of each school team. KOO and EOS will support leaders to learn and apply a Learning Partnership approach to change, working collaboratively with colleagues and students to implement rapid cycles of inquiry, running small tests of change to learn what works, how it works, for whom, under what conditions, and why.

**Training and Professional Development:** As part of each convening, as well as ongoing through engagement, trainings and content, KOO and EOS will build the capacity of school and cluster leaders to articulate a definition of success that is liberatory and inclusive of the values and



aspirations of students of color, with prioritization of African American Students, and students living in poverty in their communities.

Both Clusters will identify 10-12 people that comprise a cross-functional intergenerational team (school, community, student, parents). Both Clusters will convene initial meetings with cross functional teams to level set and socialize design-thinking, expectations, and goals. These teams will lead the building of their strategy for centering black boys while serving all students. Both clusters will be encouraged to add a student(s), parent(s), classified staff and a community member.

### 3. Scope of Work Activities and Alignment

#### A. Convenings

By engaging in deep reflection, action and learning, these convenings, and the activities between each one, support GCPS to achieve the following strategic goals:

*Increase the cultural competence and proficiency of our organization and individual staff members to improve service delivery, strengthen programs, and enhance engagement across the full spectrum of our diverse community.*

*Promote student and staff wellbeing through prioritizing self-care, physical and mental health, and social emotional learning.*

In Year "0", their will be between 5 to 7 full day convenings and comprise a multitude of learning modalities. Both the convenings themselves and the work completed in between will drive the overall success of this initiative.

#### B. Facilitate four (4) full-day foundational convenings with the GCPS cross functional intergenerational team (classroom, building, central office/policy and community leadership) to prepare GCPS to engage in the following essential activities:

- a. Learn and engage with Kingmakers Healing the Fish, While Treating the Toxic Ecosystem framework to expand equity consciousness and shift from traditional leadership paradigms to a more dynamic approach to equity-focused problem-solving and decision-making required for leading for equity in complex systems.

#### C. Intake/Needs Assessment Process

This initial four-step information gathering process helps KOO and the district shape a strategy to transform the district system that Black boys experience.

*Step 1:* KOO leads an intake process, engaging the district team with one or all of the following empathy methods to learn more about the needs of Black boys in their context:



- a. Conduct a listening campaign to identify community connections to GCPS, community hopes and visions for Black students, and identify the role(s) GCPS can contribute toward their hopes and visions for Black students.

Hold focus groups with Black male students, teachers, administration, families of Black male students, community members; share findings

- b. Conduct data review and disaggregation.
- c. Administer the KOO Readiness Rubric and intake assessment.
- d. Develop a data informed rationale (research, strategy, policy, budget) for the targeted focus on African American males/females to engage the community.

*Step 2: Learning Collaborative Kickoff:*

*KOO holds a Learning Collaborative Kickoff for both Shiloh and S. Gwinnett Clusters. During the kickoff, district teams (cross-functional, intergenerational) engage with the following content:*

- Overview and Vision: Core Values, Theory of Action
- The Pond: School Culture and Conditions, and Integrated Approaches to Change (i.e, Targeted Universalism, Liberatory Design, Drivers, Metrics)
- Purpose and Scope of the Learning Collaborative: What will we do in our Learning Collaborative meetings? What will district teams do between meetings?
- Community Agreements
- Stages of Team Development (Notice and Reflect/Empathize): How will our Cluster engage in teaming work?
- Identity Work (Notice and Reflect/Empathize)
- Systems Thinking and Race (See the System): What is systemic oppression and how does it exist in district policies, practices and structures that adversely impact Black boys, their families and Black staff? (Powell, 2011)
- Data (Notice and Reflect/Define and Inquire): What does the research say? What is the current state of district data for Black boys? What is the ideal state of district data for Black boys? (Each district brings their district data.)
- Drivers (Notice and Reflect/Inquire and Imagine): districts identify and discuss their driver(s) and change idea

*Learning Collaborative Cluster Team (Cross-functional/ Intergenerational) Action Periods:*

Action Periods (four to six weeks): expert KOO Service Delivery (Driver) Teams provide technical assistance (TA), coaching support, resources, and mini-lesson professional learning to Shiloh and S. Gwinnett Cluster cross-functional, intergenerational teams.

- Identify a Driver
- Cycle 1: Prototype
- Cycle 2: Prototype



- Cycle 3: Try
- Cycle 4: Try

#### **D. Learning Collaborative (Cluster Teams)**

Learning Collaboratives Cluster Teams (four times per academic year): Cluster teams share strategies, impact data and progress, build relationships, and, ultimately, leverage their collective wisdom to reimagine and redesign school systems to intentionally support Black boys. During the Learning Collaboratives, teams deepen their knowledge, understanding and capacity to implement change for their focus drivers and share how they are leveraging the Liberatory Design Process in their district work.

#### **E. Facilitate three (3) full-day convenings with elementary, middle and high school classroom and building leadership (cluster-wide in Shiloh and S. Gwinnett regions). GCPS will receive technical assistance and executive coaching to take the following essential actions between each convening:**

- a. Conduct a review and inventory of effective practices, models and research at/within your school/cluster.
- b. Synthesize learnings around culture, conditions and competencies.
- c. Co-design strategy development based on KOO's Theory of Change and Drivers.
- d. Strategy development, action plan development, and strategic communication plan build out for Year 1 (SY23-24).

#### **F. Data Analytics, Reports, and Insights**

The Eos Action for Equity Framework supports GCPS to achieve the following goals:

*Expand student opportunities to engage in and access high-quality, rigorous, and culturally relevant curriculum, advanced coursework (e.g., Advanced Placement and dual enrollment), and enrichment activities (e.g., the arts, gifted, STEM, career technical education).*

*Prepare each and every student for postsecondary and workforce readiness so that they have multiple pathways to success based on their demonstrated knowledge, skills, abilities, and interests.*

#### **G. Implement the EOS Action for Equity Framework at both high schools (see EOS Collaboration Agreement for further details and pricing)**

- a. All students and staff at each high school take the 25 minute EOS Survey
- b. All data reports and analysis are integrated into convenings, coaching and consulting
- c. Student Insight Cards along with student identified trusted adult data is available on the Eos Portal

#### **H. Leadership Consulting**



These activities support GCPS to finalize site specific action plans to achieve the following strategic priorities:

*Overhaul resource allocation systems and processes to ensure that each school's instructional, social emotional, and behavior supports match the unique student and community needs.*

*Develop robust pipelines and support systems to recruit and retain an educator workforce that reflects the diversity of our students and community.*

*Implement a comprehensive framework to fully operationalize a multi-tiered system of supports to address academic and non-academic student needs and remove barriers to success.* a. Executive coaching and technical assistance support for student and staff listening sessions to ensure planning, implementation and execution aligns with KOO Liberatory Design and GCPS Blueprint goals.

b. Strategic advisory and technical assistance in developing the foundational action plan, authentic community engagement strategy, strategic communications plan to communicate with the broader community the work of GCPS to create the necessary conditions and move policy and procedure into action. c. Policy and procedure review to support GCPS in the execution of strategies adopted in the action plan.

#### **1. Training and Professional Development**

These professional learning opportunities, support GCPS to achieve the following:

*Increase the cultural competence and proficiency of our organization and individual staff members to improve service delivery, strengthen programs, and enhance engagement across the full spectrum of our diverse community.*

- a. Admission to the Fall Session Registration for leadership group of ten (10) for each Clusters cross functional teams. Registrations are for virtual or in-person registrations. Travel not included.
- b. Admission to the Spring Symposium Registration for leadership group of ten (10) for each Clusters cross functional teams Registrations are for virtual or in-person registrations. Travel not included.
- c. Both Clusters will identify delegation members for the 2022 Fall Forum and 2023 Spring Symposium no less than 30 days prior to each event.
- d. We Dare Say Love book study, books, and guiding questions for the implementation team and executive leadership team to prepare for curriculum implementation, up to 20 participants. Additional books may be purchased. Each Cluster will designate a lead staff person for book study, the Cluster lead will work with KOO to mutually determine a book club activity schedule that aligns with co-facilitation goals and outcomes.

#### **4. PRICING**



Service/Deliverable	Fee	Blueprint Alignment and Rationale
<p>1. Facilitate 4 (quarterly) convenings with cross-functional intergenerational teams</p>	<p><b>\$134,520</b></p>	<p>Based on the Kingmakers of Oakland Roadmap and in line with the following strategic priorities:</p> <p><i>Increase the cultural competence and proficiency of our organization and individual staff members to improve service delivery, strengthen programs, and enhance engagement across the full spectrum of our diverse community.</i></p> <p><i>Promote student and staff wellbeing through prioritizing self-care, physical and mental health, and social emotional learning.</i></p> <ul style="list-style-type: none"> <li>• Anticipated schedule: –               <ul style="list-style-type: none"> <li>–September 2022 (readiness, initialization, discovery, mindset)</li> <li>–November 2022 (research, development, data, mindsets)</li> <li>–February 2023 (strategy development)</li> <li>–April 2023 (training, communication, building will)</li> </ul> </li> </ul>
<p>0. Facilitate 3 convenings with cluster teams</p>	<p><b>\$100,890</b></p>	<p>Based on the Kingmakers of Oakland Roadmap and in line with the following strategic priorities:</p> <p><i>Increase the cultural competence and proficiency of our organization and individual staff members to improve service delivery, strengthen programs, and enhance engagement across the full spectrum of our diverse community.</i></p> <p><i>Promote student and staff wellbeing through prioritizing self-care,</i></p>



		<p><i>physical and mental health, and social emotional learning.</i></p> <ul style="list-style-type: none"> <li>● Includes all prep and materials</li> <li>● Anticipated schedule: – October 2022 –January 2023 –May 2023</li> </ul>
<p>0. Ongoing leadership consulting (equity-centered executive coaching and strategic advising)</p>	<p><b>\$82,500</b></p>	<p><i>Overhaul resource allocation systems and processes to ensure that each school's instructional, social emotional, and behavior supports match the unique student and community needs.</i></p> <p><i>Develop robust pipelines and support systems to recruit and retain an educator workforce that reflects the diversity of our students and community.</i></p> <p><i>Implement a comprehensive framework to fully operationalize a multi-tiered system of supports to address academic and non-academic student needs and remove barriers to success.</i></p> <ul style="list-style-type: none"> <li>● Includes all prep and materials</li> <li>● Access to exemplar models and best practices</li> <li>● KOO to collaborate as needed with Shiloh and S. Gwinnett Clusters including District, site, community, parent, and student leaders</li> <li>● Thought partnership and consultation with Superintendent, Board, GCPS Leadership.</li> </ul>



0. Leadership Training & Professional Development	<b>\$80,000</b>	<i>Increase the cultural competence and proficiency of our organization and individual staff members to improve service delivery, strengthen programs, and enhance engagement across the full spectrum of our diverse community.</i> <ul style="list-style-type: none"> <li>• Includes all prep and materials</li> <li>• KOO to provide access exemplar trainings and best practices in systems culture and conditions for equity</li> </ul>
<b>Total Service Fees</b>	<b>\$397,910</b>	

**5. INVOICES AND PAYMENT.**

KOO shall invoice the District on a monthly basis as KOO completes work based on the Service/Deliverable table set forth in Section 4 of this Agreement. The District shall review all submitted invoices and within thirty (30) days of receipt of any invoice the District shall: (a) provide KOO with written notice contesting the invoice or any portion of the invoice; (b) issue payment for the uncontested portion of any invoice; and (c) withhold payment for any contested invoice. The District shall pay any contested invoice within thirty (30) days of an agreement by the parties resolving the dispute or a final judicial decision resolving the dispute.

**6. CONFIDENTIALITY.**

KOO shall handle all personally identifiable information regarding students that it receives from the District or through its work on behalf of the District in accordance with applicable laws. KOO agrees to comply with the **GCS D PRIVACY & SECURITY TERMS** attached as Exhibit 2.

**7. BACKGROUND CHECKS & TRAINING.**

All KOO employees, appointees, or agents who come into contact with District students must submit to a background check at KOO expense in a manner prescribed by the District. KOO agrees to remove any person providing services to students under this Agreement who does not meet the standards under District Board Policies and administrative procedures on criminal background checks and employee history checks. ALL KOO employees, appointees, or agents who come into contact with District students must complete all District required training programs prior to interacting with students.

**8. LIMITATION OF LIABILITY**





The duties of KOO shall be confined to those expressly set forth in this Agreement and no implied duties are assumed by or may be asserted against KOO. Except to the extent that damages arise out of fraud or intentional misconduct when providing the services, KOO's liability arising out of this agreement will be limited to direct and actual monetary damages not to exceed the amount of the total value of compensation due to KOO under this Agreement.

#### **9. INSURANCE.**

During the term of this Agreement, KOO shall maintain the following insurance: (1) Commercial General Liability - \$2,000,000.00 Each Occurrence; (2) Automobile Liability - \$1,000,000; (3) Workers' Compensation - Statutory Requirements; (4) Sexual Abuse - \$1,000,000 per occurrence. KOO shall provide the District with Certificates of Insurance evidencing the foregoing coverage within ten (10) days of the effective date of this Agreement.

#### **10. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.**

KOO, and any other party engaging in the physical performance of services on behalf of the District within the State of Georgia under this Agreement, shall comply with the provisions of the Georgia Security and Immigration Compliance Act (O.C.G.A. §§ 13-10-90 & 13-10-91) and the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act (Rules 300-10-1-.01 through 300-10-1-.09). KOO agrees to execute and comply with the Contractor Affidavit and Agreement attached as Exhibit 1. Further, in the event KOO hires any subcontractor to be engaged in the physical performance of services on behalf of the District within the State of Georgia under the Agreement, KOO will require that the subcontractor comply with the requirements of the Georgia Security and Immigration Compliance Act (O.C.G.A. §§ 13-10-90 & 13-10-91), the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act (Rules 300-10-1-.01 through 300-10-1-.09) and execute a Subcontractor Affidavit on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. KOO further agrees to maintain records of the Subcontractor Affidavit(s) and lower tier subcontractor affidavits for each subcontractor (of any tier) performing physical services on behalf of the District within the State of Georgia under the Agreement as required by the Georgia Security and Immigration Compliance Act and to provide copies of such Affidavit(s) to the District within five (5) days of receipt

#### **11. TERMINATION.**

As required by O.C.G.A. § 20-2-506(b), this Agreement shall terminate absolutely and without further obligation on the part of the District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which the Agreement is renewed. The Agreement shall automatically renew annually for the 2023 calendar year following the year of execution unless the District notifies KOO in writing of nonrenewal on or before December 1 of the then current calendar year. The total obligation of the District under this Agreement for the calendar year of execution and



each calendar year renewal term, if renewed, shall be as follows: 2022 - \$??; 2023 - \$??. In addition, either party may terminate this agreement upon sixty (60) days' prior written notice to the other party.

**12. NO THIRD-PARTY BENEFICIARIES.**

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the terms of this Agreement.



**13. GOVERNING LAW, JURISDICTION & VENUE.**

This Agreement shall be construed, interpreted, and governed by the laws of the State of Georgia. The parties agree that this Agreement is to be performed in the State of Georgia and that any dispute arising from this Agreement shall be brought in the federal or state courts having jurisdiction and venue over Gwinnett County, Georgia.

**14. 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.

**15. 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 KOO:                    Attention: Christopher Chatmon  
Address: 745 Arimo Ave Oakland, CA 94610  
Email address: chris@kingmakersofoakland.org

If to District:                Attention: *Jorge Gomez*  
Address: *437 Old Peachtree Road NW, Suwanee, Georgia 30024*  
Email address: *jorge.gomez@gepsk12.org*

IN WITNESS THEREOF, the Parties have executed this Agreement to be effective on the effective date set forth above.

Gwinnett County School District

Kingmakers of Oakland

By: *Calvin J. Watts*  
Name: *Calvin J. Watts*  
Title: *Superintendent*

By: *Christopher Chatmon*  
Name: Christopher Chatmon  
Title: CEO



EXHIBIT 1: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit on behalf of Kingmakers of Oakland, the undersigned verifies Kingmakers of Oakland's compliance with O.C.G.A. 13-10-91, stating affirmatively that Kingmakers of Oakland has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The undersigned further agrees that, should Kingmakers of Oakland employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to Kingmakers of Oakland contract with the Gwinnett County School District, Kingmakers of Oakland will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Kingmakers of Oakland further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County School District at the time the subcontractor(s) is retained to perform such service.

The federal work authorization program user identification number issued to Kingmakers of Oakland is 82-5457357

I have read the foregoing two (2) paragraph and declare them to be true.

Christopher Chatmon Christopher Chatmon  
BY: Authorized Officer or Agent of Kingmakers of Oakland  
Date 11/17/22

CEO  
Title of Authorized Officer or Agent of Kingmakers of Oakland

Christopher Chatmon  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 17 DAY OF November, 2022.

Christene Deanne Sport  
Notary Public My Commission Expires: \_\_\_\_\_



Christene Deanne Sport  
NOTARY PUBLIC  
Walton County, GEORGIA  
My Commission Expires 09/20/2025



## EXHIBIT 2: GCSD PRIVACY & SECURITY TERMS

The Gwinnett County School District ("GCSD") and Kingmakers of Oakland ("Contractor") (each referred to herein as a "Party," and collectively as the "Parties") hereby agree to the following Privacy and Security terms (these "Terms") in connection with Contractor's provision of products and/or services to GCSD and its schools. If there is any inconsistency between these Terms and the Parties' other agreements or the Contractor's standard terms or conditions or privacy policies or practices that otherwise govern the Parties' relationship and/or Contractor's goods or services (collectively, the "Agreements"), the Parties agree that these Terms shall control. The Parties agree that these Terms are hereby incorporated into any agreement entered into at any time by and between the Parties, whether such agreement is entered into before, on, or after the date hereof.

### 1. Definitions.

- a. **"Contractor Personnel"** means all persons or entities furnished or engaged by Contractor to assist in performing the Services (as defined herein), including officers, employees, representatives, and agents of Contractor, Contractor's affiliates, and Contractor's subcontractors.
- b. **"Confidential Information"** shall mean any and all personally identifiable student information from District education records provided by District to Contractor, 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 Contractor under this Agreement. also include any information (other than personally identifiable information) provided by GCSD to Contractor regardless of the method of provision or whether identified as "confidential" that a party would reasonably believe to be proprietary or confidential.
- c. **"Education Records"** means records that are directly related to a student and maintained by GCSD or by a party acting on behalf of GCSD. Education Records do not include records created or received by GCSD after an individual is no longer a student in attendance at GCSD or that are not directly related to the individual's attendance as a student at GCSD.
- d. **"De-identified Information"** means Protected Data from which all direct and indirect identifiers have been permanently and irrevocably removed so that the information cannot personally identify an individual, even when taking into account other reasonably available information.
- e. **"Disclose"** means to permit access to or the release, transfer, or other communication by any means, including oral, written, or electronic means, to any person or entity except the person or entity identified as the person or entity that provided or created the record.
- f. **"Law"** means any and all current and future foreign or U.S. federal, state or local statute, law (including common law), ordinance, rule, regulation, injunction, treaty, restriction, approval, directive, binding statutory guidance, regulatory code of practice, permit, or order, or term or condition of any of the foregoing, or any other binding action or other requirement of any governmental authority.
- g. **"Protected Data"** means any information that can personally identify an individual or is otherwise protected by Law that Contractor collects or has access to in connection with



providing the Services. Protected Data includes, but is not limited to, information created or provided by GCSD, a student or a student's parent or guardian in connection with the Services, direct or indirect identifiers, metadata, or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person to identify the student with reasonable certainty. Protected Data does not include De-identified Information.

- h. **"Security Incident"** means the occurrence of: (i) any act or omission that directly or indirectly leads to the compromise of the confidentiality, integrity, or availability of Protected Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor, or put in place by GCSD should Contractor have access to GCSD's systems, that relate to the protection of the confidentiality, integrity, or availability of Protected Data; or (ii) the receipt of an allegation or complaint that Protected Data or systems housing Protected Data have been compromised or that Contractor has breached or otherwise failed to comply with these Terms. A "Security Incident" includes, but is not limited to, for example: a physical trespass on a secure facility in which Protected Data is maintained; intrusion or hacking into Contractor's or Contractor Personnel's networks, systems, or premises on which Protected Data is maintained; loss or theft of a computer, mobile device, hard drive, other information storage device, or printed materials that contain Protected Data; a potential or actual use, misuse, acquisition, compromise, loss, destruction, alteration, or disclosure of, or unauthorized access to, Protected Data; or any circumstance pursuant to which applicable Law requires notification of such incident to be given to affected parties or other activity in response to such circumstance.
- i. **"Services"** means providing GCSD with the services and deliverables set forth in the Collaboration Agreement between the parties. All efforts will be performed on behalf of GCSD as an organization conducting studies for, or on behalf of, GCSD.
2. Contractor shall have the right to share Protected Data with Equal Opportunity Schools, who shall be bound by terms not less restrictive than those herein.
  3. Contractor Personnel. Contractor may rely on Contractor Personnel to perform the Services, provided that Contractor shall require all Contractor Personnel with access to Protected Data to agree in writing to comply with terms no less restrictive than these Terms, including agreeing to maintain the confidentiality of Confidential Information, and, in the case of subcontractors, to place the same restrictions outlined herein (including, but not limited to, with respect to Confidential Information) on their own subcontractors. Any breach of these Terms by Contractor Personnel shall be deemed a breach of these Terms by Contractor. Contractor shall train Contractor Personnel on the proper handling of Protected Data in accordance with these Terms and applicable Law.
  4. Restrictions on Contractor's Receipt, Use, and Disclosure of Confidential Information.
    - a. Contractor shall access and collect Protected Data only to the extent necessary to perform the Services.
    - b. Contractor shall not disclose Confidential Information to any other person or entity without the prior written consent of GCSD, except: (i) to Contractor Personnel, but only to the extent necessary to perform the Services and on the condition that the Confidential Information shall be used only for the purposes for which the disclosure was made; (ii) to eligible students, and their respective parents or guardians, in accordance with the Family Educational Rights and Privacy Act ("FERPA"), on the condition that Contractor uses reasonable methods to identify



and authenticate the identity of the parent, guardian, or eligible student prior to any such disclosure; or (iii) in connection with the sale of all of the shares of Contractor to a third party, the sale of all or substantially all of the assets of Contractor to a third party, or the merger of Contractor with a third party, but only if such acquiror or successor agrees in writing to be subject to and bound by these Terms.

- c. Contractor shall maintain the confidentiality of Confidential Information and shall treat it in accordance with these Terms and applicable Law.
- d. Except as necessary to perform the Services or as otherwise expressly authorized in writing by GCSD, Contractor shall not: (i) rent, sublicense, transfer, disclose, use or grant any rights in, or share or provide access to, Confidential Information, in any form; (ii) provide, process, transmit, or store any Confidential Information in an unsecured form; (iii) disclose, market, or provide any reports or other analyses based on, derived from or incorporating any Confidential Information to any third parties; (iv) collect, store, use or share any information or data in a way that allows any natural person to be identified; (v) collect, use, combine, aggregate or commingle any information or data regarding any natural persons and/or their activities or behavior; (vi) disclose Confidential Information to other entities or individuals in any manner that would readily identify GCSD's methods, techniques, scope or scale of Protected Data collection; (vii) sell or otherwise commercially exploit, or permit the sale or commercial exploitation of, Confidential Information, or provide Confidential Information, directly or indirectly, to any third party for commercial gain or for a commercial purpose; or (viii) use Confidential Information to create profiles of students or to target students, parents, or guardians with advertising.

5. Additional Requirements.

- a. GCSD has the right to request in writing that Contractor disclose Protected Data to a third party on its behalf, including pursuant to a judicial order or lawfully-issued subpoena. If Contractor discloses Protected Data on GCSD's behalf pursuant to a judicial order or lawfully-issued subpoena, Contractor must, upon written request by GCSD, make a reasonable effort to notify the parent, guardian, or eligible student of the order or subpoena in advance so that the parent, guardian, or eligible student may seek protective action, unless the disclosure is in compliance with (i) a federal grand jury subpoena or any other subpoena issued for a law enforcement purpose if the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed; or (ii) an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. 2332b(g)(5)(B) or an act of domestic or international terrorism as defined in 18 U.S.C. 2331.
- b. If Contractor is subject to the Children's Online Privacy Protection Act ("COPPA"), Contractor shall promptly provide to GCSD, upon written request from GCSD: (i) the required notices under COPPA that detail Contractor's collection, use, and disclosure practices; (ii) a description of the types of personal information covered by COPPA that Contractor collects; (iii) an opportunity for GCSD to review students' personal information and/or have the personal information deleted; and (iv) the opportunity to prevent further use or online collection of a student's personal information.
- c. Upon the written request of GCSD, Contractor shall promptly provide GCSD with access to any



Protected Data maintained by or at the direction of Contractor to support GCSD's compliance with any request for access to Education Records within forty-five (45) days of GCSD receiving such request for access in accordance with FERPA.

- d. Contractor shall use reasonable methods to identify and authenticate the identity of any person to whom Contractor discloses Protected Data pursuant to and as permitted by these Terms, including Contractor Personnel.
6. Required Disclosure. Nothing in these Terms shall restrict use, disclosure, or retention of Confidential Information to the extent required by applicable Law, an order of a court of competent jurisdiction, law enforcement or administrative agency, or a subpoena, or as would be required for Contractor to defend itself in a legal dispute related to these Terms. In the event Contractor is required to disclose any Confidential Information, Contractor shall promptly notify GCSD prior to such disclosure, so that GCSD has a reasonable opportunity to seek a protective order or other legal or equitable remedies that may be available to protect the confidentiality of such Confidential Information.
7. Information Security Program. Contractor shall at all times have in place a comprehensive and commercially reasonable information security program in compliance with applicable Law. In accordance with such information security program, Contractor shall implement and maintain reasonable administrative, physical, and technical safeguards appropriate to the nature of the Protected Data to secure Protected Data from unauthorized access, disclosure, destruction, modification, and use. GCSD has the right to request in writing that Contractor implement additional safeguards in connection with the performance of Services under the Agreement or these Terms due to any change in industry best practices or applicable law. Contractor shall implement such additional safeguards within a commercially reasonable time period, and shall certify, upon GCSD's requests, that such implementation has been completed. If Contractor refuses to implement such additional safeguards, or does not implement such additional safeguards within a commercially reasonable period of time, GCSD may elect (in its sole discretion) to terminate the Agreements, and in such case, GCSD will have no further obligations to Contractor under this Agreement.
8. Minimum Privacy and Security Requirements. At a minimum, Contractor shall: (a) have a written information security policy, incident response plan, and publicly-available privacy policy; (b) conduct, at least annually, enterprise-wide risk assessments and internal and external penetration testing and conduct vulnerability scanning on a commercially reasonable cadence; (c) implement patches for security vulnerabilities on all systems and applications relevant to the Services within a commercially-reasonable timeframe following availability of a patch, but in no event later than thirty (30) days following availability of the patch; and, if patching is not possible, documenting an exception with appropriate rationale within that 30-day timeframe; (d) collect and maintain the minimum amount of Protected Data required to perform the Services; (e) use commercially-reasonable methods to limit access to Protected Data to only those Contractor Personnel having a legitimate business interest in the Protected Data; (f) encrypt Protected Data in transit over public or wireless networks and at rest; (g) secure facilities, data centers, servers, backup systems, and computing equipment, including all mobile devices and other equipment with information storage capability and paper files that are used to store Protected Data; (h) implement a reasonable process to remove false positives from relevant monitoring/alerting rules; (i) implement authentication and





access controls within media, applications, operating systems, and equipment, including multi-factor authentication for all remote administration; (j) physically or logically segregate Protected Data from information of Contractor and its other customers so that Protected Data is not commingled with any other types of information; (k) implement appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable Law; and (l) provide appropriate privacy and information security training to Contractor Personnel at least once per year.

9. Minimum Software Requirements. Security features for any software used to perform the Services shall, at a minimum: (a) support externalized authentication (*e.g.*, federation via Security Assertion Markup Language (SAML) or Active Directory Federation Services (ADFS)) or have configurable password parameters (*e.g.*, length, history, complexity, expiration); (b) have multi-factor authentication capabilities or be compatible with industry- accepted multi-factor authentication tools; and (c) allow access to product authentication logs and to logs indicating changes to user accounts that include detail of the account leveraged to make the change and retain such logs for as long as possible.
10. Restrictions on International Storage or Processing. Contractor shall ensure that all Protected Data is stored and processed in the United States. At no time shall Protected Data be transferred to, stored, or processed in any country other than the United States.
11. Reports; Corrective Action Plans. GCSD has the right to request the performance of, and documentation concerning the results of, enterprise-wide risk assessments, internal and external penetration testing, and vulnerability testing conducted pursuant to Section 8, as well as performance and documentation concerning additional assessments or tests to address an identifiable risk posing a reasonable risk of harm to, unauthorized access to, or loss of integrity of Protected Data. The Parties shall engage in a good faith discussion regarding the implementation of a corrective action plan to correct any issues that are identified through such assessments or testing, and Contractor shall implement, at its sole cost and expense, such additional safeguards within a timeline agreed upon by the Parties. If Contractor does not agree to implement a corrective action plan, GCSD may elect (in its sole discretion) to terminate the Agreements between the Parties, and in such case GCSD will have no further obligation to Contractor under the Agreements.
12. Information Security Questionnaire. Upon GCSD's written request, to confirm compliance with these Terms and applicable Law, Contractor shall promptly complete, and certify the accuracy of its responses to, a written information security questionnaire provided by GCSD, or by a third party on behalf of GCSD, regarding Contractor's data privacy and security practices and Contractor's use and handling of Protected Data within thirty (30) days of receipt of the information security questionnaire. GCSD shall treat the information provided in the information security questionnaire as Contractor's confidential information.
13. Certifications. Annually, or upon thirty (30) days written notice, Contractor shall produce and provide to GCSD a System and Organization Controls (SOC) Report in compliance with industry standards for Contractor's hosting facility.
14. Audits. Subject to GCSD's agreement to any Contractor required and reasonable confidentiality terms, GCSD has the right upon thirty (30) days written notice to Contractor to conduct audits, or to have a third party conduct audits on its behalf, of Contractor's systems and physical and electronic facilities that are used in connection with the Services, and to obtain copies of the policies and procedures relevant



to Contractor's handling of Protected Data for the purpose of auditing and confirming Contractor's compliance with these Terms.

15. Compliance with Law. Contractor represents and warrants that Contractor is in compliance with and will handle Protected Data in accordance with all applicable Law, including COPPA, FERPA (20 U.S.C. 1232g), the federal regulations implementing FERPA (34 CFR § 99), and the Georgia Student Data Privacy, Accessibility, and Transparency Act (O.C.G.A. § 20-2-660 through O.C.G.A. § 20-2-668).
16. Security Incident Procedures. In the event of a Security Incident, Contractor shall notify GCSD as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of the Security Incident. Contractor shall, at its own expense, take immediate steps to contain and remediate the Security Incident to prevent any further Security Incident and to maintain and preserve all documents, records, and other data related to any Security Incident. Contractor shall fully cooperate with GCSD with respect to any Security Incident, including, but not limited to the following: (a) assisting with any inquiry, investigation, or litigation arising out of or related to the Security Incident; (b) providing GCSD with physical access to the facilities and operations affected; (c) facilitating interviews with Contractor Personnel; and (d) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable Law, or as otherwise reasonably requested by GCSD. Contractor agrees that GCSD has the sole right to determine whether notification and remediation services will be provided, whether required by Law or in the discretion of GCSD, as well as the content of such notifications. Contractor shall reimburse GCSD for all reasonable costs and expenses incurred by GCSD in responding to, and mitigating damages caused by, any Security Incident within thirty (30) days of the date of any written invoice from GCSD.
17. Indemnification. Contractor agrees that Contractor will indemnify, defend, save, and hold GCSD and each of its affiliates, and their respective officers, directors, employees, representatives and agents (the "GCSD Indemnitees") harmless from and against any and all claims, losses, costs, damages, judgments, settlements, and expenses of every kind and nature (including attorneys' and experts' fees and expenses as well as damages directly or indirectly caused by Contractor or third parties, including penalties and interest, and will reimburse such fees and expenses as they are incurred) (collectively, "Losses") arising from a third party claim relating to: (a) the failure of Contractor to comply with, or any actual or alleged violation of, any applicable law, statute, ordinance, governmental administrative order, rule or regulation; and/or (b) any Security Incident for which Contractor and/or Contractor Personnel is responsible. Contractor's indemnification obligations hereunder shall be joint and several with respect to any other indemnitors of the GCSD Indemnitees, shall be carved out of and not subject to any provision set forth in the Agreements that seeks to exclude or limit Contractor's liability, and shall be in addition to, and not in lieu of, any indemnification or other obligations imposed on Contractor in the Agreements. The GCSD agrees to cap the indemnification obligation at \$1,000,000, excluding attorneys' fees, expert fees and court costs.
18. Material Breach. In the event of a material breach by Contractor, GCSD has the right to terminate these Terms and any of the Agreements, if, after 30 day's written notice by GCSD to Contractor, Contractor has failed to cure such breach.
19. Equitable Relief. Contractor acknowledges that any breach of its obligations set forth in these Terms may cause GCSD irreparable harm for which monetary damages would not be adequate



compensation. Accordingly, Contractor agrees that, if there is such a breach, or a threatened breach, GCSD is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which GCSD may be entitled at law or in equity. Contractor agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

20. Mediation. In the event of any dispute, claim, question, or disagreement between the Parties arising from or relating to these Terms or the breach thereof, the Parties shall use their best efforts to resolve the dispute, claim, question, or disagreement. To this end, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both Parties. In the event the Parties cannot resolve the dispute, the Parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to these Terms by mediation, which shall be conducted under the then-current mediation procedures of the CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the Parties agree to in writing. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures, except in such cases where immediate preliminary equitable relief is needed.
21. Governing Law. These Terms shall be enforced and interpreted in accordance with the laws of the State of Georgia, without regard to any conflict of law principles. Any lawsuit or other action between the Parties based on a claim arising from these Terms shall be brought in a court or other forum of competent jurisdiction within Gwinnett County, Georgia.