

# Memorandum of Understanding

Between

Milpitas Unified School District

&



EQUAL  
OPPORTUNITY  
SCHOOLS

# MEMORANDUM OF UNDERSTANDING

## Milpitas Unified School District & Equal Opportunity Schools



### COLLABORATING PARTIES

#### **Equal Opportunity Schools (EOS)**

- Our mission is to ensure that all students have the opportunity to succeed in challenging high school courses<sup>1</sup>. We focus on challenging high school courses because the academic intensity of the high school curriculum is the biggest driver of college completion<sup>2</sup>.
- We are experts in helping school leaders find and upgrade students who could benefit from taking Advanced Placement or International Baccalaureate courses ("AP/IB"), but are not yet enrolled in AP/IB for reasons related to race or socioeconomics ("Missing Students").

**Milpitas Unified School District** (the "District") is committed to improving the quality of educational opportunity and achievement for its students and in collaboration with EOS has made significant progress in finding Missing Students in prior school years.

### COLLABORATION OBJECTIVES AND RECITALS

The District and EOS (the "Collaborators") previously entered into a first-year Memorandum of Understanding ("Year-1 MOU"), the purpose of which was to find Missing Students and in so doing, create an equitable AP/IB program as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers. Under the Year-1 MOU, EOS deployed its complete program model and provided the District with the full suite of services during that key implementation year. EOS is committed to assisting our partners in sustaining and expanding the impact of the gaps-closing accomplishments from our first, intensive year together. EOS hereby presents this Continuing Services Memorandum of Understanding ("MOU") with a level of services and engagement, delineated in the Collaboration Overview below, agreed upon by the District and EOS as the best course of action for sustained achievement of the Collaboration Objectives.

Accordingly, the Collaboration Objectives for the MOU herein remain the same as under Year-1 MOU:

1. **Fully close (or maintain closure of) race and income enrollment gaps in AP/IB**, as measured by equally high AP/IB participation rates for Latino, African-American and low-income students as compared to their peers by Fall 2018.
2. **Raise AP/IB performance**, as measured by AP/IB exam passing by Spring 2019.
3. Develop systems and structures to ensure that the district can sustain and improve upon these results in future years, **catalyzing a higher sense of what's possible** for Missing Students, and enabling the District's work to increase college readiness and close opportunity and achievement gaps.

### COLLABORATION TERM

In consideration of the mutual objectives set forth above, the Collaborators agree to formalize this collaboration ("Collaboration") and to pursue these objectives in the manner set forth in the following pages for the 2017-18 school year.

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<sup>1</sup> Although "challenging" can be defined in a variety of ways, we focus on Advanced Placement (AP) and International Baccalaureate (IB) courses (sometimes referred to as "college-ready courses"), which provide a clear and common measurable standard, aligned with college.

<sup>2</sup> Adelman 2006

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**COLLABORATION OVERVIEW**

EOS will provide the following set of tools and supports to the District as delineated in the Cost & Payments section below.

**1. Strengthen Access & Belonging Package: Tools & Supports**

**Tools:** The following are the set of tools that the District and its schools can access through EOS continuing services offering.

|                                       |   |
|---------------------------------------|---|
| Student & Staff Survey                | The Fall student and staff surveys serve as our seminal data collection tool and are required for the creation of most EOS products, including outreach and recruitment lists and Student Insights cards. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems. Survey data will be incorporated into the Student-at-a-Glance and Student Lists tools. EOS will also provide schools with the raw survey data. |
| Asset Activation Interventions        | Delivered through the Fall student and staff surveys, EOS has developed a set of questions and online activities that are proven to activate assets shown to improve student academic performance. EOS will remotely manage the administration of these questions and online activities.  |
| Equity Pathway Report                 | EOS will provide schools with the Equity Pathways Report, an analysis of the comprehensive student and staff survey responses combined with recommendations on sustaining equity and access in AP/IB coursework.  |
| Student Insight Cards                 | EOS will provide schools with a Students Insight Cards for all targeted students. SICs are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and staff advocates.   |
| Outreach Lists                        | The Outreach List contains students identified through EOS's proprietary model and relies on both student and school level characteristics to determine if a student could benefit from and succeed in AP/IB coursework at your high school. These lists can be used for planning student outreach and recruitment.   |
| Outreach and Enrollment Tracking      | The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.  |
| Capacity & Outreach Planning Analysis | EOS will provide a view of each AP/IB course to identify which courses have capacity for enrollment and which courses may be the best fit for first time AP/IB students.  |
| Evaluation Tools                      | EOS will provide a variety of evaluation tools, including: (a) Data visuals of your school's AP/IB access reality compared to access for the 2014-15 school year, (b) Gaps Charts showing enrollment for 11th and 12th graders by race and segment, and (c) Equity Bars capturing the rate at which underrepresented students enroll in AP/IB coursework relative to  |

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|  |  |
|--|--|
|  | benchmark students.  |
| Quarter/semester AP/IB Grade Analysis                | EOS will analyze and present corresponding data visuals that compare quarter and semester grade performance to prior year quarter and semester grade performance in AP/IB courses.                                 |
| AP/IB Exam Analysis                                  | EOS will analyze and present corresponding data visuals that compare AP/IB exam passing performance to prior year passing performance (as measured by number of students passing exams and pass rates).            |
| AP/IB Experience Survey Analysis and Recommendations | EOS will remotely manage the AP/IB experience surveys to uncover the AP/IB experience after the initial EOS partnership year. Analysis provides strength areas and recommendations to improve the AP/IB experience |

**Supports:** The following are the set of EOS supports that will accompany the above described tools so that school partners are able to get the most out of these resources.

|   |  |
|---|--|
| Monthly Live Webinars   | EOS will host monthly live webinars to support successful implementation of these continued services. Topics will vary each month.   |
| Process Management Support                                    | An EOS staff member will monitor and track progress. They will connect with appointed district/school contacts on a regular basis to ensure the partnership is on track.                           |
| Monthly Check-Ins with Assigned Year-Two Partnership Director | Dedicated EOS staff will provide personalized remote coaching on how to best sustain access and success in AP/IB coursework.   |
| Phone and Email Support                                       | EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership. There is no limit on the amount of phone and email support. |

## **2. Customized Coaching and Support**

All inclusive 1-day site visit(s)

Example Support Topics:

- Leadership coaching and support for Principals and/or district leadership
- Coaching on uses and strategies for the products in the EOS Tools Package
- Support in utilizing the Dynamics Report for actionable planning
- On-site presentation of Dynamics Report or Student Follow-Up survey analysis
- Customized data analyses for the Dynamics Report or Follow-Up Student Survey
- Leading student and/or staff focus groups with a report detailing the findings

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**Tools and Support by Package**

|                      |  | CONTINUE<br>ACCESS | STRENGTHEN ACCESS<br>& BELONGING |
|----------------------|--|--------------------|----------------------------------|
| Tools &<br>Resources | AP Experience Survey Analysis and Recs                         |                    | ✓                                |
|                      | Comprehensive Student/Staff Surveys                            | ✓                  | ✓                                |
|                      | Asset Activation Interventions                                 | ✓                  | ✓                                |
|                      | Equity Pathways Report   |                    | ✓                                |
|                      | Student Insight Card   | ✓                  | ✓                                |
|                      | Outreach List  | ✓                  | ✓                                |
|                      | Outreach and Enrollment Tracking                               | ✓                  | ✓                                |
|                      | Capacity & Outreach Planning                                   | ✓                  | ✓                                |
|                      | Evaluation Tools   | ✓                  | ✓                                |
|                      | Quarter/semester AP/IB Grade Analysis                          | ✓                  | ✓                                |
|                      | AP/IB Exam Analysis  | ✓                  | ✓                                |
| Support              | Monthly live webinars  | ✓                  | ✓                                |
|                      | Process management support                                     | ✓                  | ✓                                |
|                      | Monthly check-ins with assigned Year-2<br>Partnership Director |                    | ✓                                |
|                      | Phone support  | 5 hours            | 10 hours                         |
|                      | Email support  | Unlimited          | Unlimited                        |
| Consulting           | On-site partnership director, travel included                  | \$2,500 / day      | \$2,500 / day                    |

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**COSTS & PAYMENTS**

The below indicates which support pathways the District has chosen for its high schools and the associated costs for each.

| <b>Support Pathways</b>  | <b>School Years</b> | <b>Base cost per school per yr</b> | <b>Discounted cost per yr</b> |
|--|---------------------|------------------------------------|-------------------------------|
| <b>Continue Access</b>   |                     |                                    |                               |
| Milpitas High School   | 17-18               | \$10,000                           | \$7,500                       |
|  |                     |                                    |                               |
| Total Due <sup>3</sup> to Equal Opportunity Schools in 2017-18 |                     |                                    | \$7,500                       |

EOS will also bill the District for the portion of travel costs attributable to this Collaboration. EOS Partnership Directors typically visit the District according to the description provided in the Collaboration Overview. EOS travels cost-consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region. EOS's Office Manager, Sandy Zook ([sandy@eoschools.org](mailto:sandy@eoschools.org)), will coordinate all accounting matters and expense reimbursements.

**SUPPLEMENTARY AGREEMENTS**

**1. Prior Agreements**

The obligations set forth in this MOU are independent of the rights and obligations of any previous MOUs between EOS and the District. This MOU is entered into solely for the purposes of the services described herein and is not intended to impact the prior MOUs in anyway.

**2. Working together**

Each of the Collaborators is committed to working together and, in the furtherance of meeting their objectives, agree to the following:

EOS shall provide the District:

- a) On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
- b) High-quality EOS staff who effectively enable schools to achieve Collaboration Objectives.
- c) Confidential treatment of personally identifiable student and parent information, as set forth in Exhibit A below.

The District shall provide EOS:

- a) Full and willing participation from all participating school sites and the District in analyzing data and engaging the school staff in finding all Missing Students.
- b) Previously agreed upon student-level data in order to generate student lists, create Student

<sup>3</sup> One hundred percent by August 1, 2017

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Insight Cards, and track student enrollment and academic performance.

- c) Access as needed to the District's data liaison for joint inquiry and analysis.
- d) Coordination, administration and completion of student and faculty surveys before Nov 1.
- e) Timely payment of fees.

**3. Limitation of Liability**

EOS DOES NOT MAKE ANY EXPRESS WARRANTIES 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, AND THE DISTRICT HEREBY WAIVES ITS RIGHT TO PURSUE, ANY SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT OR OTHERWISE, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS'S PERFORMANCE OF THIS MEMORANDUM OF UNDERSTANDING. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS MEMORANDUM OF UNDERSTANDING.

**4. Student Confidentiality**

The Collaborators shall abide by Federal and other applicable law and all stipulations outlined in Exhibit A below with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all such laws and maintenance of confidentiality with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are in Exhibit A.

**5. Data Sharing**

The District will provide EOS with data files containing the information contained in Exhibit B for all students who are in any Participating High School located within the District boundaries.

**6. Insurance**

EOS shall maintain insurance in accordance with Exhibit C.

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**SIGNATURES**

The signatures below, by the authorized representative of each Collaborator, signify the Collaborators' agreement and commitment to the terms of the Collaboration as outlined in this Memorandum of Understanding including the Exhibits herein.

For Milpitas Unified School District

For Equal Opportunity Schools

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City      State      Zip

School District Accounts Payable Contact Information

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone



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**EXHIBIT A – Confidential Information**

**Definition**

For purposes of this Memorandum of Understanding, the term “Confidential Information” shall mean any and all personally identifiable student or parent information from District education records provided by District to EOS, in any medium.

**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, and may also be subject to state law student confidentiality provisions. The Collaborators shall not engage in any behavior contrary to any such laws.

**EOS’ Permitted Usage of Confidential Information**

EOS shall use Confidential Information solely for the purposes set forth in this Memorandum of Understanding. EOS will perform all work under this Memorandum of Understanding in a manner that does not permit personal identification of any individual student or parent by anyone other than (a) District personnel and (b) EOS personnel performing services contemplated by this Memorandum of Understanding.

**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 Memorandum of Understanding and (b) have agreed to be bound by EOS’ non-disclosure agreement. Except as permitted by FERPA, EOS and its employees, contractors and other agents with access to Confidential Information shall not disclose any of the District’s Confidential Information to any third party.

**Maintenance of Confidentiality**

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

**Destruction of Confidential Information**

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records when that information is no longer needed for any purpose contemplated by this Memorandum of Understanding.

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**EXHIBIT B – Data Sharing**

EOS will use student-level data to study and evaluate its programs and services. Requested data may include the following and shall be provided as appropriate in written reports, data files, or spreadsheets. Data shall be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program). EOS will treat all data as Confidential Information, as defined by Exhibit A of this Agreement, and in accord with the requirements of FERPA and state and local policy.

1. Course enrollment
2. Course grades
3. AP/IB exam scores at the student-level by student ID
4. Course-, grade-, and school-specific average daily attendance (ADA)
5. High school graduation status
6. Student college plans, admissions, and achievement (from the National Student Clearinghouse reports on post-secondary activity and completion)
7. Additional data, reports, or metrics implemented or tracked by schools and/or the District related to implementation of the Collaboration

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### EXHIBIT C – Insurance



## CERTIFICATE OF LIABILITY INSURANCE

OP ID: SR

DATE (MM/DD/YYYY)  
03/02/2016

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><br>Sprague Israel Gilas<br>1501 Fourth Avenue, Suite 730<br>Seattle, WA 98101-3225<br>Matt Conroy | <b>CONTACT</b><br>NAME: _____<br>PHONE (A/C, H/L, Ext): _____ FAX (A/C, H/L): _____<br>E-MAIL: _____<br>ADDRESS: _____<br>PRODUCER: _____<br>CUSTOMER ID #: EQUAL-1 |
|---|---|

| <b>INSURED</b><br>Equal Opportunity Schools<br>130 Nickerson Street, Ste 200<br>Seattle, WA 98109 | <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER A: Philadelphia Indemnity Ins.</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>18058</td> <td></td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table> | INSURER A: Philadelphia Indemnity Ins. | NAIC # | 18058 |  | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
|---|--|--|--------|-------|--|------------|--|------------|--|------------|--|------------|--|------------|--|
| INSURER A: Philadelphia Indemnity Ins.  | NAIC #   |  |        |       |  |            |  |            |  |            |  |            |  |            |  |
| 18058   |  |  |        |       |  |            |  |            |  |            |  |            |  |            |  |
| INSURER B:  |  |  |        |       |  |            |  |            |  |            |  |            |  |            |  |
| INSURER C:  |  |  |        |       |  |            |  |            |  |            |  |            |  |            |  |
| INSURER D:  |  |  |        |       |  |            |  |            |  |            |  |            |  |            |  |
| INSURER E:  |  |  |        |       |  |            |  |            |  |            |  |            |  |            |  |
| INSURER F:  |  |  |        |       |  |            |  |            |  |            |  |            |  |            |  |

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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.

| PG#   | TYPE OF INSURANCE  | MODELS   | POLICY NUMBER              | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS   |
|---|--|--|----------------------------|-------------------------------|-------------------------------|--|
| A   | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  | X  | PHPK1446157                | 03/22/2016                    | 03/22/2017                    | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADJ INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPTOP AGG \$ 2,000,000 |
| GEN/ADDP/DATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> JECT <input type="checkbox"/> LOC |  |  |                            |                               |                               |  |
| A   | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |  | PHPK1446157                | 03/22/2016                    | 03/22/2017                    | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (PER ACCIDENT) \$<br>\$<br>\$  |
|   | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |                            |                               |                               | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$   |
| A   | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY EMPLOYER/EMPLOYEE/OUTSIDE OFFICER/OWNER EXCLUDED (Mandatory in WA)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N  | PHPK1446157<br>WA STOP GAP | 03/22/2016                    | 03/22/2017                    | <input type="checkbox"/> WC STATE TOY LIMITS <input checked="" type="checkbox"/> TOTAL<br>EL EACH ACCIDENT \$ 1,000,000<br>EL DISEASE - EA EMPLOYEE \$ 1,000,000<br>EL DISEASE - POLICY LIMIT \$ 1,000,000                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)  
 Certificate holder is additional insured with respects liability arising out of operations by or on behalf of the named insured for General Liability per T-GLO-B8 attached, subject to a written contract being in force.

**CERTIFICATE HOLDER**

**CANCELLATION**

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



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### EXHIBIT D – EOS W-9

|   |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
|---|--|--|------------------------|---|---------------------|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|----|--|--|--|--|--|--|--|--|--------------------------------|--|--|--|--|--|--|--|--|---|---|---|---|---|---|---|---|---|
| <b>Form W-9</b><br><small>(Rev. December 2014)<br/>         Department of the Treasury<br/>         Internal Revenue Service</small>  | <b>Request for Taxpayer<br/>         Identification Number and Certification</b> | <b>Give Form to the<br/>         requester. Do not<br/>         send to the IRS.</b> |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>EQUAL OPPORTUNITY SCHOOLS</b>   |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| 2 Business name/disregarded entity name, if different from above<br><br>  |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| 3 Check appropriate box for federal tax classification; check only one of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single member LLC<br><input checked="" type="checkbox"/> C Corporation<br><input type="checkbox"/> S Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (K-1C corporation, S-S corporation, P-partnership) in the box below:<br>Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single member owner.<br><input type="checkbox"/> Other (see instructions)   |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| 4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3)<br>Exempt payee code (if any)<br>Exemption from FATCA reporting code (if any)<br><small>(Applies to accounts maintained outside the U.S.)</small>  |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| 5 Address (number, street, and apt. or suite no.)<br><b>130 NICKERSON STREET, SUITE 200</b>   |  | Requester's name and address (optional)  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| 6 City, state, and ZIP code<br><b>SEATTLE, WA 98109</b>   |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| 7 Tel. account number(s) (not email)  |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| <b>Part I Taxpayer Identification Number (TIN)</b><br>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 Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.<br><b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.  |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25%;">3</td> <td style="width: 25%;">7</td> <td style="width: 25%;">-</td> <td style="width: 25%;">1</td> <td style="width: 25%;">6</td> <td style="width: 25%;">0</td> <td style="width: 25%;">8</td> <td style="width: 25%;">6</td> <td style="width: 25%;">5</td> </tr> </table>  |  |  | Social security number |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  | or |  |  |  |  |  |  |  |  | Employer identification number |  |  |  |  |  |  |  |  | 3 | 7 | - | 1 | 6 | 0 | 8 | 6 | 5 |
| Social security number  |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
|   |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| or  |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| Employer identification number  |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| 3   | 7  | -  | 1                      | 6   | 0                   | 8 | 6 | 5 |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br>1. 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<br>2. 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<br>3. I am a U.S. citizen or other U.S. person identified below; and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3. |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>Sign Here</b></td> <td style="width: 40%;">           Signature of U.S. person <i>[Signature]</i> </td> <td style="width: 45%;">           Date <i>2/22/17</i> </td> </tr> </table>  |  |  | <b>Sign Here</b>       | Signature of U.S. person <i>[Signature]</i> | Date <i>2/22/17</i> |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| <b>Sign Here</b>  | Signature of U.S. person <i>[Signature]</i>                                      | Date <i>2/22/17</i>  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br><b>Future developments.</b> Information about developments affecting Form W-9 is shown as legislation enacted after we release it; it is at <a href="http://www.irs.gov/irb">www.irs.gov/irb</a> .<br><b>Purpose of Form</b><br>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:<br>• Form 1099-INT (interest earned or paid)<br>• Form 1099-DIV (dividends, including those from stocks or mutual funds)<br>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)<br>• Form 1099-B (stocks or mutual fund sales and certain other transactions by brokers)<br>• Form 1099-S (proceeds from real estate transactions)<br>• Form 1099-K (merchant card and third-party network transactions)  |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |
| • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)<br>• Form 1098-C (canceled debt)<br>• Form 1099-A (acquisition or abandonment of secured property)<br>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.<br>If you do not return Form W-9 in the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.<br>By signing the filled-out form, you:<br>1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).<br>2. Certify that you are not subject to backup withholding, or<br>3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and<br>4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.  |  |  |                        |   |                     |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |

**MEMORANDUM OF UNDERSTANDING**  
**Milpitas Unified School District & Equal Opportunity Schools**



**EXHIBIT E – Project Scoping Tool**

Each school participating under the Client Driven Tactical Support pathway as delineated in the Cost & Payments Section shall be required to complete the Project Scoping Tool enclosed on the following page. Each completed Project Scoping Tool shall be attached hereto and consider part of this MOU.