

FLOYD COUNTY BOARD OF EDUCATION
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Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider approval of the Professional Services Agreement with the Floyd County School System and Teach For America, Inc.

Applicable State or Regulations: BOE Policy 0.11 Powers and Duties of the Local Board of Education.

Fiscal/Budgetary Impact: None due to the change in agreement. Teach for America did not change the fees associated with the program.

History/Background: The new contract contains the same terms and fees as the old. There is one addition to the contract this year, a Data Sharing Agreement, which starts on page 16. This DSA has been included by the TFA legal team and is meant to offer a more efficient and safer way for us to gather student achievement and classroom data for our teachers.

Recommended Action: To approve the Memorandum of Agreement with Teach for America and the Floyd County Schools.

Contact Person(s): Angela Duncan

Principal

Angela Duncan
Director

Danny Adkins
Superintendent

Date: May 10, 2021

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this “Agreement”) is dated _____, 2021 and is entered into between TEACH FOR AMERICA, INC. (“Teach For America”), a Connecticut non-profit with regional office located at 470 Main Street #24, Hazard, KY 41701 and FLOYD COUNTY SCHOOL DISTRICT, a political subdivision of the state of Kentucky (“School District”) (each individually “a Party” and collectively “the Parties”).

RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, Floyd County School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

School District Responsibilities:

A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District (“Teachers”) (the “Agreed Number”), but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District. Failure to provide the Agreed Number of Teachers for any academic year shall not constitute a breach of this agreement. In the event that Teach For America

supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the fee for each additional Teacher. Each cohort of Teachers employed pursuant to this clause is in addition to the Teachers from prior cohorts.

- a. For additional detail on the Agreed Number, please see **Exhibit A**.
- ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.
- iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.
- iv. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies. School District agrees that Teach For America Teachers will not provide any religious instruction. School District will inform Teach For America of all Teachers' placement assignments by July 15th using the form of Placement Notice in **Attachment A**. Teach For America reserves the right to transfer Teachers to other placement partners if School District changes Teacher's subject and/or grade level placement before their first day of school of their first year.
- v. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. School District agrees that it will not place Teach For America Teachers at any for-profit schools within its district.

B. Hiring Process.

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established District hiring practices.

- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the preceding spring and summer. School District shall employ Teachers no later than 3 days before the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).
- iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to provide a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

II. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

Teach For America Responsibilities:

- A. Candidate Recruitment and Selection. Teach For America will utilize its reasonable efforts to recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
- B. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training with Teach For America ("Pre-Service Training), in order to prepare Teachers for this work.

C. Certification Status. Teach For America will provide the Pre-Service Training to Teachers presented to School District for the purpose of ensuring that such Teachers meet applicable federal, state and/or local educational standards or requirements such as those set forth in the federal Every Student Succeeds Act and other applicable state certification regulations (together, the “Requirements”). For purposes of this Section, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

III. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:
School District Responsibilities

A. Employment Status.

- i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- ii. Nothing in this Agreement shall be construed to make Teach For America party to any Teacher employment agreement, permit Teach For America to interfere in the employment relationship between School District and an employed Teacher, or permit Teach For America to function as the representative of any Teacher absent an express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
- iii. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- iv. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America.

- v. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits as are provided to other teachers employed by School District who are similarly situated under factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, “leveling” or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

D. Compliance with Anti-Harassment and Non-Discrimination Regulations. Teach For America believes all Teachers should be able to work in a safe, inclusive and equitable environments free from all forms of unlawful discrimination based on characteristics or protected status. To that end, School District will provide a copy of their internal harassment policies and/or procedures prior to signing this Agreement. School District acknowledges that not consistently enforcing their policies and procedures constitutes a breach of this Agreement, and that such judgment is at the sole discretion of Teach For America.

E. Prohibited Activities and AmeriCorps Service Requirements. School District acknowledges that Teachers serving at district schools may be serving as members of AmeriCorps, and as such, are subject to the rules and requirements of AmeriCorps and the

Serve America Act and are required to refrain from engaging, directly or indirectly in certain activities while teaching, accumulating service hours towards an education award or otherwise engaging in activities supported by the AmeriCorps program (45 CFR § 2520.65 and 2012 AmeriCorps Provisions IV.D.3). These restrictions pertain to when Teachers are enrolled in the AmeriCorps program and are on the clock at their school, including teaching time, passing and planning periods and professional development sessions. A full list of prohibited activities can be found online but in general, Teachers may not (1) attempt to influence legislation or (2) participate in or endorse political events or activities.

- i. School District will not require Teachers to engage in any Prohibited Activities and shall post a list of Prohibited Activities in all locations where Teachers serve, when possible.
- ii. School District acknowledges they may be asked to complete AmeriCorps Service Verification forms for Teachers.
- iii. For the avoidance of doubt, Teachers may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds.

IV. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS: Teach For America Responsibilities

A. Professional Development and On-Line Data Storage Services.

- i. Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as on-line data storage services to facilitate such professional development services during the Teachers first two years in the classroom (the “Professional Development Services”). If professional development services must be provided virtually, at Teach For America’s discretion, Teach For America shall provide equivalent services to the extent possible. To facilitate provision of

these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America's software and servers.

- ii. To facilitate provision of the Professional Development Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), in the course of providing the Professional Development Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).
- iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the School District or by law, and in compliance with the student data privacy requirements contained in the Data Sharing Agreement, attached and incorporated hereto as, **Attachment B** to this Agreement, and only for the purposes for which disclosure was made.
- iv. Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b), provided that Teach For America shall, in advance, provide the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.
- v. Pursuant to 34 CFR § 99.7(a)(3)(iii), School District shall include, in its annual notification of rights under FERPA, criteria that qualify Teach For America, in its capacity as a provider of professional development and data storage services, as a school official with a legitimate educational interest.

B. Certification and Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record according to the requirements of the Every Student Succeed Act and applicable state regulations in existence at the time of signature of this agreement..
- ii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill their obligations to maintain their teaching credentials or obtain necessary waiver(s) to remain a classroom teacher of record.

V. GENERAL PROVISIONS

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing Pre-Service Training and continuing professional development services to the Teachers employed by School District under this agreement. All payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.
- ii. With respect to each Teacher whose employment by School District commenced in the 2020-2021 academic year, School District shall pay Teach For America an annual amount of \$3500, plus an additional \$1,000 if math or foreign language, for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.
- iii. With respect to each Teacher whose employment by School District is to commence in the 2021-2022 academic year, School District shall pay Teach For America an annual amount of \$3500, plus an additional \$1,000 if math or foreign language, for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

- iv. With respect to each Teacher whose employment by School District is to commence in the 2022-2023 academic year, School District shall pay Teach For America an annual amount of \$3500, plus an additional \$1,000 if math or foreign language, for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.
- v. With respect to each Teacher whose employment by School District is to commence in the 2023-2024 academic year, School District shall pay Teach For America an annual amount of \$3500, plus an additional \$1,000 if math or foreign language, for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher for any reason whatsoever.

C. Invoicing and Payment. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights or constitute a breach by Teach For America.

D. Term. The term of this Agreement will cover all Teachers whose employment begins with the School District during the 2020, 2021, 2022, and 2023 academic years. This Agreement will expire on the last school day of the 2023-2024 academic year.

E. Termination. This Agreement may be terminated as follows:

- i. at any time by mutual written agreement of the Parties;
- ii. by either Party, upon thirty (30) days' prior written notice to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or

- iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

F. Survivability and Effect of Termination. In the event of the expiration or termination of this Agreement, this agreement shall become void, with the exceptions that Section IIIA-E (School District placement and professional development responsibilities) shall survive and will remain in effect until such time as there are no Teachers employed under this contract. In addition, Sections VG (No Warranty), V.H (Mutual Indemnification), and V.I (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.

G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in the Section related to Mutual Indemnification) from and against any Losses (also defined below in the same Section below) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.

H. Mutual Indemnification. Each Party shall indemnify and hold harmless the other party and its officers, directors, employees and agents (the "Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such Indemnatee may become subject arising out of a breach of this Agreement by the indemnifying party, except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnatee.

- I. Limitation of Liability. Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party with respect to Losses asserted after 6 months of the expiration or termination of this Agreement, whichever is earliest.
- J. Surveys. School District acknowledges that Teach For America may survey individual constituents, teachers, etc. at the partner school sites regarding its programming and professional development of Teachers in the classroom.
- K. Amendment/Modification/Extension. Any amendment, modification, extension must be in writing and signed by each Party.
- L. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).
- M. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Kentucky.
- N. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- O. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered

or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice.

DISTRICT CONTACT

Name: _____
Title: _____
Address: _____
Email: _____

TEACH FOR AMERICA:
Name: Kari Cornett
Title: Manager, External Affairs
Address: 470 Main St. #24
Hazard, KY 41701
Email: Kari.cornett@teachforamerica.org

With an electronic copy to:
Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org
**Send only notices related to breach of contract and indemnity.*

- P. Waiver. A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver unless expressly waived in writing .
- Q. Authority. This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.

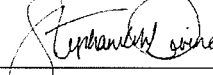
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

Floyd County School District

By: _____
Name: _____
Address: _____

Teach For America

By:  _____
Name: Stephanie Devine
Title: Executive Director
Address: 470 Main St. Suite #1
Hazard, KY 41701

Teach For America

Contract Owner Attestation:

☒ This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

☐ This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: Kari Cornett
Title: Manager, External Affairs

EXHIBIT A

AGREED NUMBER

- I. School District Placement Commitment
- A. School District tentatively identified the necessary certification and placement areas below and will provide final placement information by July 15th.
 - B. School District acknowledges that Teach For America reserves the right to transfer Teachers if their placements are changed after July 15th.

Certification (subject) Area	Grade Level	Agreed Number of Teachers	Academic Year of Employment	Partner School

- II. Teach For America Placement Commitment
- A. Teach For America will use its reasonable efforts to provide the number of Teacher candidates for employment with the School District as set forth in this **Exhibit A**, but does not guarantee its ability to do so.
 - B. Fees shall be determined by the actual number of Teachers hired under this Agreement.
 - C. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment.
 - D. If Teach For America provides more or less than the Agreed Number, the number of Teacher candidates actually provided will constitute the Agreed Number for the purposes of determining fees.

**ATTACHMENT A: FORM OF PLACEMENT NOTICE
TO BE PRINTED ON SCHOOL DISTRICT LETTER HEAD**

[SCHOOL DISTRICT CONTACT INFORMATION]

Street Address

City, ST ZIP Code

Date

TFA CONTACT

Teach For America

470 Main St. #24

Hazard, KY 41701

Re: District Professional Services Agreement dated XX

Dear TFA CONTACT:

Under the terms of our agreement, this letter is to notify you of the final subject and/or grade level assignments of the Teachers we placed through the hiring process. We acknowledge that Teach For America reserves the right to transfer Teachers if placements are changed after July 15th.

Name of Teacher	Certification (subject) Area	Grade Level	Academic Year of Employment	Partner School

If you have questions, please contact me phone or by email at email.

Sincerely,

[SCHOOL DISTRICT CONTACT INFORMATION]

ATTACHMENT B
FORM OF DATA SHARING AGREEMENT

**Floyd County School District and Teach For America, Inc. Data
Sharing Agreement**

This Data Sharing Agreement ("DSA"), effective on the date of execution by the last signing Party (the "Effective Date"), is made and entered into by and between Teach For America, Inc. ("Teach For America," or "Recipient"), and the Floyd County School District ("District", (each a "Party" and collectively, the "Parties").

WHEREAS, on _____, the District and Teach For America entered into a Professional Services Agreement ("PSA") whereby Teach For America agreed to recruit, select, train and provide ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems ("Corps Members"). As such, under 34 CFR 99.31(a) Teach For America has a legitimate educational interest in accessing and using, and (b) District may share with Teach For America, the District Data described herein;

WHEREAS, Teach For America desires to use the District Data to track the growth and achievement of students taught by Teachers supported by Teach For America and to measure the impact of these Teachers within their contexts in order to provide: tailored support and professional development programming for these Teachers, report to funders and board members, and to evaluate and evolve our model for selecting new teachers into the program, and support District in improving teacher development, effectiveness and student outcomes.

WHEREAS, The Parties wish to enter into this DSA, which sets forth the terms under which the Parties will share the District and Teach For America data consistent with appropriate confidentiality obligations and applicable laws;

NOW THEREFORE, The Parties agree as follows:

1. Definitions

- A. "Breach" will mean any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, loss, modification, destruction, or inability to account for District Data.
- B. "District Student Record Data" means and refers to the data described more fully in **Appendix A** that District provides to Teach For America in connection with this DSA.
- C. "District Video Data" means and refers to data described as videotaping or recording of instruction in in-person or virtual spaces for review of instructional technique, which are manually transferred or uploaded to Teach For America's software and servers by Corps Members in connection with this DSA.
- D. "District Data" collectively refers to both the District Student Record Data and Video Data.

- E. "FERPA" means and refers to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and implementing regulations set forth in 34 CFR Part 99.
- F. "Personal Data" means and refers to any information that identifies or that can reasonably be used to identify a specific individual, including but not limited to any information that meets the definition of "Personally Identifiable Information" set forth in 34 C.F.R. § 99.3
- G. "Privacy and Security Laws" means and refers to (i) all applicable U.S. federal, state, and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to privacy, confidentiality, security, or breach notification of Personal Data, including but not limited to FERPA and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security.

II. Description of Data Access, Exchange and Use

- A. District will provide the District Student Record Data described in **Appendix A** to Teach For America in a form, format, frequency, and security feature mutually agreed by the Parties and laid forth in **Appendix A**.
- B. Corps Members will transfer or upload District Video Data to Teach For America in a form, format, frequency, and security mutually agreed by the Parties and laid forth in **Appendix B**
- C. The restricted District Data will be used solely for the purposes agreed upon by the two parties.
- D. Teach For America may request additional data or use of data, in writing, from District at any point. If District agrees to provide such data or to its use, all terms of this agreement apply to the additional data. This includes ongoing data for subsequent cohort years, in which Teach For America and District have entered into a PSA, after the original DSA is signed.
- E. Access to Teach For America Data will be limited solely to the appropriate District staff designated in writing (after executing **Attachment A**) and the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties.
- F. Teach For America Agrees as follows:
 - i. Provide District with a dataset (after executing **Attachment A**) that will allow for the identification of Teach For America Teachers in the existing district data system ("Teach For America Data"). Teach For America and District agree that both parties will follow appropriate data protection protocols in transferring this data to representatives of District as well as protect any and all personal data.
 - ii. Access to District Student Record Data at the identified individual teacher level will be limited solely to Teach For America regional and national staff (after executing

Attachment C) and the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties to this agreement.

- iii. Access to District Student Record Data at the individual student level will be limited solely to appropriate Teach For America national analytics staff designated in writing (after executing **Attachment B**) and the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties to this agreement.
- iv. Access to District Student Record Data aggregated by class/teacher will be limited solely to Teach For America employees, funders, and board members. Teach For America agrees that the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties to this agreement.
- v. Access to District Video Data will be limited solely to Teach For America employees and Corps Members for ongoing coaching and development of current and future Corps Members. Teach For America agrees that the Video Data may not be loaned, used or otherwise conveyed to anyone other than internal staff, current and future Corps Members, using software services to securely house and host this data.
- vi. Upon execution of **Attachment B**, Teach For America will not share District aggregate student data for student cohorts less than five (5).
- vii. Teach For America will not externally share or publish conclusions from any analyses that identifies the district, without the prior consent of District.
- viii. Teach For America agrees to share any findings from its analyses and/or aggregate reports with District.

III. DUTIES

A. The District will perform the following duties:

- i. Provide data for the purposes of this Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R, section 99, and related Kentucky Education Code provisions.
- ii. Provide Teach For America with information security specifications required to transmit pupil record information electronically in the form, format, frequency, and security features laid out in **Appendix B**.
- iii. Upon execution of a separate authorization and publicity release form, District authorizes Teach For America to use photography and/or video of its students by naming Teach For America as an approved affiliate or partner and third party beneficiary of the District with regard to all publicity/model releases signed by student and/or parents, especially as they relate to videos and photographs of student of all placement schools within the District.
- iv. Authorizes Teach For America and Corps Members, by the execution of this Agreement, to coordinate all necessary parental/guardian FERPA and media releases to allow the videotaping of in-person and/or virtual instruction in order to obtain District Video Data.

B. Teach For America will perform the following duties:

- v. Comply with all FERPA and Kentucky Department of Education Provisions, including the following:
 - a. Teach For America further agrees not to share data received under this DSA with any other entity not set forth in this Agreement. Teach For America agrees to allow District access to any relevant Teach For America records for purposes of completing authorized audits of the parties.
 - b. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA [and other federal, state and local laws] with respect to the data shared under this agreement. Teach For America agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement and **Attachment B**.
 - c. Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from Teach For America to any other institution or entity.
 - d. Not disclose any District Data obtained under this agreement in a manner that could identify an individual student to any other entity in published results of data use authorized by this agreement.
 - e. Use data in a manner that does not permit personal identification of parents and students by anyone other than representatives of Teach For America authorized by this Agreement with legitimate educational interests for purposes of this Agreement.
 - f. Destroy all personally identifiable District Data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes Teach For America to maintain personally identifiable data beyond the time period reasonably needed to complete the purpose of the request. After creating and verifying the final merged data set, all personally identifiable data shall be destroyed in compliance with 34 CFR Section 99.31 (a) (6). Teach For America agrees to require all employees, contractors, or agents of any kind to comply with this provision. Consistent with FERPA, Teach For America will retain a de-identified data set to conduct analyses for specific projects that have been approved in advance and in writing by District.
- vi. Teach For America shall comply with the District's information security specifications prior to receiving any electronic transfers of pupil record information. District may require Teach For America to provide documentation of compliance prior to any transmittal.
- vii. Teach For America shall designate in writing a single authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this

agreement. District or its agents may, upon request, review the records required to be kept under this section. Teach For America's authorized representative must sign and complete the Confidentiality Agreement, (**Attachment B**) which is incorporated by reference,

- viii. If Teach For America experiences a Breach, Teach For America will immediately take steps to mitigate any harm resulting from such Breach and/or as are required under applicable Privacy and Security Laws. Teach For America will report in writing to District without unreasonable delay, but in no event later than forty-eight (48) hours of determining that a Breach of District Data has occurred. Teach For America will cooperate with any reasonable District requests for information regarding such Breach.

IV. GENERAL PROVISIONS

- A. **GOVERNING LAW** The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of Kentucky.
- B. **INDEMNIFICATION** Teach For America shall indemnify and hold the District and its Board Members, administrators, employees, agents, attorneys, and contractors (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission of Teach For America, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.
- C. **NOTICES** All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed to the individuals as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

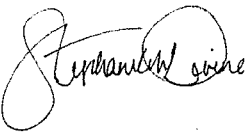
AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	Floyd County School District
Name, Title	Kari Cornett Manager, External Affairs	Name, Title	
ADDRESS:	470 Main St., #24 Hazard, KY 41701	ADDRESS:	
TELEPHONE:	(606) 344 - 7132	TELEPHONE:	
EMAIL:	kari.cornett@teachforamerica.org	EMAIL:	

- D. The points of contact for technical issues regarding the exchange, storage and security of the District Data and related technical issues are:

Teach For America: Kari Cornett, Manager of External Affairs |
kari.cornett@teachforamerica.org

Floyd County School District: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	Floyd County School District
ADDRESS:	470 Main St., #24 Hazard, KY 41701	ADDRESS:	
TELEPHONE:	(606) 436 - 6000	TELEPHONE:	
EMAIL:	stephanie.devine@teachforamerica.org	EMAIL:	
SIGNATORY NAME (PRINT):	Stephanie Devine	SIGNATORY NAME (PRINT):	
SIGNATORY TITLE:	Executive Director, TFA Appalachia	SIGNATORY TITLE:	
SIGNATURE:		SIGNATURE:	
DATE:	6/1/2021	DATE:	

APPENDIX A - DATA ELEMENTS, FORM, FORMAT, FREQUENCY, AND SECURITY FEATURES

Data Elements

District will, to the fullest extent possible, include the following data and specified variables in the District Data sets provided to Teach For America (limited only by what is available through the method of access);

- a. The following teacher data and variables are essential to Teach For America's data request:
 - i. district, district code, school, school code
 - ii. subject(s) taught, course ID(s)
 - iii. grade level, grade code
- b. The following teacher data and variables are helpful but not essential to Teach For America's data request:
 - i. years employed with partner
 - ii. TFA affiliation (current CM/ alumni)
 - iii. certification/ license level
 - iv. gender
 - v. race
 - vi. ethnicity
 - vii. teacher evaluation rating/ observation data (where available)
 - viii. student/parent survey summary results (where available)
- c. The following student data and variables are essential to Teach For America's data request:
 - i. interim assessment scores (BOY, MY, EOY) (all scores including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available)
 - ii. state test scale scores (previous + current) (all scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available)
 - iii. test grade
 - iv. test subject
 - v. test year
 - vi. State StudentID number
 - vii. CourseID, enrollment, teacher
- d. The following student data and variables are helpful but not essential to Teach For America's data request:
 - i. race/ ethnicity
 - ii. ELL status
 - iii. special education/ disability status
 - iv. Free/ reduced meal status
 - v. Enrollment data: # days enrolled in school and days in the school year, or an entry and exit date
 - vi. Days present in school year (e.g., attendance rate)
 - vii. Discipline data (referrals, suspensions, etc.)

APPENDIX B DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF DOCEBO VIDEO DATA, FREQUENCY AND SECURITY FEATURES

System Description:

Other Systems Description:

Files for individual teachers will sometimes be housed on the Box secure cloud content management and file sharing platform through the national Teach For America organization. Because Teach For America Appalachia is considered an Educator Preparation Program in the state of Kentucky, we are required to keep portfolios for our corps members in the event that there is a state audit. Any files (video or otherwise) that are stored on Box will be available only to TFA Appalachia staff and will not be shared publicly without written consent from the corps member and student(s) present in videos, if applicable.

Docebo Description:

The onset of the Covid-19 pandemic fast-forwarded Teach For America's (TFA) work to create a more personalized corps member experience, through a standardized platform and other digital offerings. The charge: leverage technology to help us unblock and enable a digital transformation. After a robust RFQ process Docebo proved to meet all of the identified needs for an enterprise Learning Management System (LMS) including the ability to: track course and assignment completion, track progress through an asynchronous course, respond to discussion prompts simply within an asynchronous course, easily and intuitively navigate assignments (due dates, ability to upload files, daily to-dos), customize and automate data reporting, assigned learning plans for individuals or groups of users, communicate key announcements through the system, and share classroom teaching videos and receive feedback from expert practitioners and coaches.

This **Appendix B** shall serve as Teach For America- Appalachia's official notification of the use of the Docebo platform for corps member teacher coaching and training. While instruction may be in-person, virtual, or follow a hybrid model this school year, we believe it is important that we innovate and remain agile in our approach to the coaching and training we provide corps members. Below we've outlined the various ways Teach For America- Appalachia and corps members will utilize the Docebo platform, including but not limited to:

- Uploading and reviewing classroom recordings and other content in order to engage in discourse and feedback on teaching practices.
- Foster strong dialogue and collaboration with other corps members and Teach For America staff as they share resources, ideas, and feedback.
- Streamline coaching conversations centered on individual teacher development, rooted in evidence from their classrooms, and use evidence-based practices modeled by other teachers.

As part of our use of Docebo, Teach For America corps members will be uploading their classroom recordings. Although these recordings are focused and framed around the teacher, there may be times they include student images. Teach For America will obtain parental consent waivers for any videos which include student images.

Frequency of Video Data Upload:

Corps members will upload classroom video data approximately four times per year, or once each quarter.

Docebo Security Features:

Although corps members will upload classroom recording videos, these videos are not sharable outside of the platform and only the corps member who uploaded the video and Teach For America coaches have rights to download it. Our partnership with Docebo meets rigorous data security and privacy standards as a closed and private platform and Docebo has affirmed their compliance with laws and regulations concerning the privacy, security and notification of breaches.