



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

**Action/Discussion Item:** Consider/Approve the Agreement between the Floyd County Board of Education and Teach for America, Inc.

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

**Background and major Policy Implications:** Teach For America, Inc. has been a valuable partner for many years. The organization has assisted our district in staffing hard to fill positions. Teach for America would like to enter into a data sharing agreement. The data would be used to track student 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 the teachers, report to funders and board members, and to evaluate and evolve the model for selecting new teachers in to the program, and to support our district in improving teacher development, effectiveness and student outcomes. Student names will not be provided as part of the data share.

**Fiscal Budgetary Impact:** None

**Alternatives:** None proposed.

**Recommended Action:** To approve the agreement with Teach for America, Inc.

**Contact Person:** Angela Duncan, 606.886.4525

N/A  
Principal

Angela Duncan Anna Whitaker Shepherd  
Director Superintendent

**Date:** November 9, 2021

# Floyd County Schools 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 ("FCSD"), (each a "Party" and collectively, the "Parties").

**WHEREAS**, on May 17, 2021 the FCSD 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) FCSD may share with Teach For America, the FCSD Data described herein;

**WHEREAS**, Teach For America desires to use the FCSD 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 FCSD 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 FCSD and Teach For America data consistent with appropriate confidentiality obligations and applicable laws;

**NOW THEREFORE**, The Parties agree as follows:

## **I. Definitions**

- A. "Breach" will mean any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, loss, modification, destruction, or inability to account for FCSD Data.
- B. "FCSD Student Record Data" means and refers to the data described more fully in **Appendix A** that FCSD provides to Teach For America in connection with this DSA.
- C. "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.
- D. "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
- E. "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**

- o FCSD will provide the FCSD 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**.
- o The restricted FCSD Data will be used solely for the purposes agreed upon by the two parties.
- o Teach For America may request additional data or use of data, in writing, from FCSD at any point. If FCSD 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 FCSD have entered into a PSA, after the original DSA is signed.

- o Access to Teach For America Data will be limited solely to the appropriate FCSD 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.
- o Teach For America Agrees as follows:
  - i. Provide FCSD 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 FCSD agree that both parties will follow appropriate data protection protocols in transferring this data to representatives of FCSD as well as protect any and all personal data.
  - ii. Access to FCSD 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 FCSD 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 FCSD 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. Upon execution of Attachment B, Teach For America will not share FCSD aggregate student data for student cohorts less than five (5).
  - vi. Teach For America will not externally share or publish conclusions from any analyses that identifies the district, without the prior consent of FCSD.
  - vii. Teach For America agrees to share any findings from its analyses and/or aggregate reports with FCSD.

### III. DUTIES

- A. The FCSD 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 A**.
- B. Teach For America will perform the following duties:
  - iii. 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 FCSD 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 FCSD 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 FCSD 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 FCSD.
- iv. Teach For America shall comply with the FCSD's information security specifications prior to receiving any electronic transfers of pupil record information. FCSD may require Teach For America to provide documentation of compliance prior to any transmittal.
  - v. 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. FCSD 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,
  - vi. 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 FCSD without unreasonable delay, but in no event later than forty-eight (48) hours of determining that a Breach of FCSD Data has occurred. Teach For America will cooperate with any reasonable FCSD requests for information regarding such Breach.

#### **IV. GENERAL PROVISIONS**

- A. **TERM.** The Term of this Agreement shall begin on the Effective Date, cover all Corps Members hired under the PSA originally dated May 17, 2021, and shall expire on June 1, 2024.
- B. **TERMINATION.** This Data Sharing Agreement may be terminated as follows:
  - i. At any time by mutual agreement of the parties;
  - ii. By either party upon thirty (30) days prior written notice to the other Party;
  - iii. By either party upon written notice to the other in the event of a material breach of this Agreement that is not cured within thirty (30) days following the receipt by the breaching party of written notice from the non-breaching party.
- C. **EFFECT OF TERMINATION.** If this Agreement expires or is terminated by either party, it shall become void. The expiration or earlier termination of this specific Agreement shall not serve to terminate the associated PSA.

- D. **GOVERNING LAW** The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of Kentucky.
- E. **INDEMNIFICATION** Teach For America shall indemnify and hold the FCSD 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.
- F. **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	Stephanie Devine Executive Director	Name, Title	
ADDRESS:	PO Box 24 Hazard, KY 41702	ADDRESS:	
TELEPHONE:	(606) 515 - 1152	TELEPHONE:	
EMAIL:	stephanie.devine@teachforamerica.org	EMAIL:	

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


**Teach For America:** Kari Cornett

**Floyd County School District:** \_\_\_\_\_

- H. **AMENDMENT, MODIFICATION, EXTENSION.** Any amendment, modification or extension must be in writing and signed by both Parties.

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:	PO Box 24 Hazard, KY 41702	ADDRESS:	
TELEPHONE:	(606) 515 - 1152	TELEPHONE:	
EMAIL:	stephanie.devine@teachforamerica.org	EMAIL:	
SIGNATORY NAME	Stephanie Devine	SIGNATORY NAME	

(PRINT):		(PRINT):	
SIGNATORY TITLE:	Executive Director	SIGNATORY TITLE:	
SIGNATURE:		SIGNATURE:	
DATE:	10/22/2021	DATE:	

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

### **Data Elements**

FCSD will, to the fullest extent possible, include the following data and specified variables in the FCSD 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 ID, course name, course ID, section ID
  - iii. grade level name, grade level 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 (all scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available)
  - iii. student survey results (all scores including individual question scores, aggregate construct scores, raw scores, any deidentified open ended responses or other scales available)
  - iv. test grade
  - v. test subject
  - vi. test year
  - vii. State StudentID number
- 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. low socioeconomic-status (SES)
  - v. attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
  - vi. behavior/discipline data (e.g. number of detentions, suspensions, office referrals)
- e. The following aggregate data are essential to Teach For America's data request:
  - i. FCSD average scores for all interim assessment tested grades and subjects (all scores including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available)
  - ii. FCSD average scores for all state tested grades and subjects (all scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available) tested grades and subjects (all

scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available)

- iii. FCSD average scores for all Student Voice Survey surveyed grades and subjects (all scores including individual question scores, aggregate construct scores, raw scores, any deidentified open ended responses or other scales available)