



FLOYD COUNTY BOARD OF EDUCATION
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William Newsome, Jr., Vice-Chair - District 3
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Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider/Approve Floyd County Schools and Teach For America, Inc. Data Sharing Agreement.

Applicable State or Regulations: KRS 160.160 Powers and duties of the Local Board of Education.

Fiscal/Budgetary Impact: No associated cost.

History/Background: Teach for America (TFA) will assist our school district in gathering enrollment, persistence and attainment of post-secondary outcomes for district graduates in 2019, 2020, 2021, 2022, and moving forward. This data analysis will aid our schools in determining supports that may be necessary to add and TFA will assist in providing those supports through our partnership. This agreement will replace the one currently in place as it has edits specifically reflective of data collection for post- secondary outcomes.

Recommended Action: Approve the agreement as presented.

Contact Person(s): Angela Duncan

N/A
Principal

Angela Duncan
Director

Anna W. Shepherd
Superintendent

Date: November 22, 2022

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 May 17, 2021 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 graduating students from the District in 2019, 2020, 2021, 2022, and going forward, and to measure the impact of Teachers supported by Teach For America within their contexts in order to provide: analysis related to student postsecondary enrollment, persistence and completion, 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:

I. 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 Survey Data" means and refers to data collected through the Cultivate student survey via UChicago Impact's Survey Administration Tool from students in Corps member classrooms, grades 5-12. Said data is also outlined in **Appendix A**.
- D. "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.
- E. "District Data" collectively refers to the District Student Record Data, Survey Data, and Video Data.

Commented [RS1]: This paragraph has been amended to reflect the National Student Clearinghouse data collection, which is relevant to all graduating seniors -- not just those taught by TFA corps members or alumni.

Commented [RS2]: This has been added to incorporate the Cultivate student survey collection.

Commented [RS3]: These additions are relevant to TFA National annual updates.

- F. "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.
- G. "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
- H. "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 receive a unique link for student survey administration through UChicago Impact's Survey Administration Tool; link will be shared with students and responses will be kept confidential and stored on secure servers. Only UChicago Impact staff and agents necessary for administration of the survey will have access to student and teacher identifiers during administration as described in **Appendix C**.
- C. 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**.
- D. The restricted District Data will be used solely for the purposes agreed upon by the two parties.
- E. 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.
- F. 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.
- G. 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

Commented [RS4]: This is an addition relevant to the Cultivate student survey collection.

Commented [RS5]: This addition is relevant to TFA National annual updates.

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 Teacher Evaluation/Observation 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**), while specific student directory data may be submitted to the National Student Clearinghouse for the purpose of obtaining postsecondary enrollment records. Beyond this, the Parties acknowledge and agree that 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 Survey Data will be limited solely to Teach For America employees and Corps Members for ongoing coaching and development of current and future Corps Members. Further, no student identifiable information will be reported and all data will be reported in the aggregate or disaggregated by race/ethnicity/gender (with subgroups not less than 5). Teach For America agrees that the Survey 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. 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.
- vii. Upon execution of **Attachment B**, Teach For America will not share District aggregate student data for student cohorts less than five (5).
- viii. Teach For America will not externally share or publish conclusions from any analyses that identifies the district, without the prior consent of District.
- ix. Teach For America agrees to share any findings from its analyses and/or aggregate reports with District.

Commented [RS6]: Addition relevant to the National Student Clearinghouse collection.

Commented [RS7]: Addition relevant to the Cultivate Student Survey collection.

Commented [RS8]: These additions are relevant to TFA National annual updates.

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. Authorizes Teach For America and Corps Members, by the execution of this Agreement, to administer student surveys to students in grades 5-12 in corps member classrooms, in the form, format, frequency and security features laid out in **Appendix C**.
- iv. 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.
- v. 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.

Commented [RS9]: Addition relevant to the Cultivate Student Survey collection.

Commented [RS10]: These additions are relevant to TFA National annual updates.

B. Teach For America will perform the following duties:

- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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. 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 November 14, 2025.
- B. TERMINATION. This Data Sharing Agreement may be terminated as follows:
 - a. At any time by mutual agreement of the parties;
 - b. By either party upon thirty (30) days prior written notice to the other Party;
 - c. 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

Commented [RS11]: Sections A, B, and C are additions representative of annual updates from TFA National.

Commented [RS12]: Updated term end date reflecting 3-year term for DSA

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 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.
- 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 Schools
Name, Title	Kari Cornett Managing Director, Insights & Knowledge Management	Name, Title	Anna Shepherd Superintendent
ADDRESS:	470 Main St., Suite 1 Hazard, KY 41701	ADDRESS:	442 KT RT 550 Eastern, KY 41622
TELEPHONE:	(606) 436-6000	TELEPHONE:	(606)886-2354
EMAIL:	kari.cornett@teachforamerica.org	EMAIL:	anna.shepherd@floyd.kyschools.us

- G. 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:

Samantha Richardson, Senior Director of Alumni Talent & External Partnerships |
samantha.richardson@teachforamerica.org


Kari Cornett, Manager of External Affairs | kari.cornett@teachforamerica.org

District: Angela Duncan, Executive Officer of Operation angela.duncan@floyd.kyschools.us

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

Commented [RS13]: This line is an addition from TFA National's annual updates.

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 Schools
ADDRESS:	470 Main St., Suite 1 Hazard, KY 41701	ADDRESS:	442 KT RT 550 Eastern, KY 41622
TELEPHONE:	(606) 436 - 6000	TELEPHONE:	(606)886-2354
EMAIL:	stephanie.devine@teachfor america.org	EMAIL:	anna.shepherd@floyd.kyschools.us
SIGNATORY NAME (PRINT):	Stephanie Devine	SIGNATORY NAME (PRINT):	Anna Shepherd
SIGNATORY TITLE:	Executive Director, TFA Appalachia	SIGNATORY TITLE:	Superintendent
SIGNATURE:		SIGNATURE:	
DATE:	11/14/2022	DATE:	11/28/2022

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 name, subject ID, course name, course ID(s), 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. First name, last name, and date of birth
 - ii. Graduation year from high school
 - iii. interim assessment scores (BOY, MY, EOY) (all scores including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available)
 - iv. state test scale scores (previous + current) (all scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available)
 - v. student survey results (all scores including individual question scores, aggregate construct scores, raw scores, any deidentified open ended responses or other scales available)
 - vi. test grade
 - vii. test subject
 - viii. test year
 - ix. State StudentID number
 - x. 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. low socioeconomic-status (SES); Free/ reduced meal status

Commented [RS14]: Additions relevant to the National Student Clearinghouse Data Collection.

Commented [RS15]: Addition relevant to the Cultivate Student survey collection

- 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, office referrals, suspensions, etc.)
- vii. GPA
- viii. ACT score
- ix. SAT score (including subscores)

Commented [RS16]: Additions relevant to the National Student Clearinghouse collection

- e. The following aggregate data are essential to Teach For America's data request:
1. District 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)
 2. District 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)
 3. District average scores for all student 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)

Data Security

Teach For America employs a number of strategies to secure data and limit unnecessary access during transfer, storage and processing. We encrypt data in transfer as well as at rest, when it is being stored in a data depository. For our internal data storage, we change encryption keys on a regular basis to avoid stale credentials and unwanted legacy access. Data is regularly obfuscated for analytics and reporting purposes, and is only presented to stakeholders (e.g., TFA staff, board members, funders, SEAs/LEAs) in aggregate, rolled up at the classroom, instructor, school, or district level. We use best practices for data isolation, including limiting accounts for vendors who push data to our systems and centralized oversight of user accounts for external systems when we need to pull the data ourselves. We use a "least privilege granted" model for access to internal systems, employing multi-factor authentication where feasible, and monitor access across these systems with auditable logs. Additionally, we have blanket data privacy training for all staff that covers key elements of working with PII, sensitive data, and student data in particular.

Teach For America shall also have a written incident response plan, which shall include but is not limited to, prompt notification to District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of District's Data that is in Teach For America's possession. Teach For America agrees to share its incident response plan upon request.

Commented [RS17]: This section is an addition from TFA National's annual updates.

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

Commented [RS18]: This appendix is an addition from TFA National's annual updates.

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.

Appendix C DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF DISTRICT SURVEY DATA, FREQUENCY AND SECURITY FEATURES

Commented [RS19]: This appendix is an addition relevant to the Cultivate Student Survey collection.

System Description:

Other Systems Description:

Cultivate Description:

This **Appendix C** shall serve as Teach For America- Appalachia's official notification of the use of the UChicago Impact Cultivate for Coaches student survey for professional development and organizational reporting. Cultivate for Coaches is a professional development program designed to support coaches and Corps members in creating learning environments that positively affect what students believe about themselves as learners and the strategies they employ in their classrooms, ultimately improving student academic performance. This program includes student surveys for grades 5-12 administered by UChicago Impact. The survey is crucial because it will provide Corps members with important information on students' perceptions of the classroom learning environments that, in turn, can support their understanding of strengths and areas of growth. Below we've outlined the various ways Teach For America- Appalachia and corps members will utilize Cultivate student survey data, including but not limited to:

- Corps members review student feedback to prioritize areas for growth.
- Coaches utilize data to support individual teacher development, based on evidence from student surveys, and incorporate evidence-based best practices provided by University of Chicago.
- Teach for America reports aggregate data as a key performance indicator for continuous improvement of programmatic supports.

Cultivate Survey Security Features:

UChicago Impact will administer the Cultivate for Coaches Survey to students of TFA Corps members in grades 5-12. The surveys will be administered using UChicago Impact's Survey Administration Tool. Each teacher will receive a unique link for student survey administration.

- Student identification will be kept confidential and stored on secure servers for both outreach and survey administration. Only UChicago Impact staff and agents necessary for administration of the survey will have access to student and teacher identifiers during administration.
- Students will select their birthdate, gender, grade level, school and teacher using a combination of drop-down lists or radio buttons. This data is collected solely for the purposes of reconciling multiple surveys from the same students. Students have the right to omit responses to any question. Once data collection and reporting are complete, student identifying information will be permanently deleted.
- Students will also have the option of selecting their race/ethnicity in order for teachers to understand how student perceptions vary by race/ethnicity.
- To receive student data, CMs must have at least 50% of students (based on student count provided by TFA) complete the survey and have at least 10 valid respondents per item to receive full report data. Partial survey responses will also be accepted.
- Only aggregate data (for classrooms with at least 10 students) will be reported to teachers on a password-protected basis

- TFA will have access to aggregate student data without any identifiable information through a password-protected system.
- UChicago Impact has the right to keep all non-identifiable student scores for national benchmarking purposes but cannot report on any aggregate results without explicit permission from TFA.
- UChicago Impact employs a number of industry standard practices to secure data and prevent unauthorized access. Data is encrypted both while in transit during the survey process, and while at rest when stored in the data repository. Encryption keys are changed on a regular basis to avoid stale credentials and unwanted legacy access. Data is regularly obfuscated for analytics and reporting purposes and is aggregated by being rolled up at the classroom, instructor, school or district level. The server management team enforces data isolation and oversight of all user accounts accessing data, including continuous monitoring of access across our systems using centralized, auditable logs.

ATTACHMENT A NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT dated as of November 14, 2022 (this "Agreement"), is entered into by and between Teach For America, Inc. ("Teach For America"), and the Floyd County School District ("District").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Confidential Information.** "Confidential Information" means any personally identifiable information related to Teach For America corps members, corps member applicants, donors, alumni, employees, agents and/or volunteers obtained by or furnished to the District; all findings, analysis, data, reports or other information learned or developed and based thereon, whether in oral, written, graphic, or machine-readable form; and all information marked "confidential." Confidential Information includes, but is not limited to, names, addresses, contact information, school or school attended, school district, grades or other reviews, credits, scores, analysis or evaluations, records, correspondence, activities or associations, financial information, social security numbers or other identifying numbers or codes, date of birth or age; regardless of whether such information was disclosed prior to, concurrent with or subsequent to this Agreement. "Confidential Information" shall not include any information that is: (i) lawfully in the public domain at the time of receipt or which lawfully comes into the public domain thereafter through no act of the District in breach of this Agreement, (ii) disclosed with the prior written approval of Teach For America, and/or (iii) disclosed as required by court order, subpoena, other validly issued administrative or judicial notice or order and/or as a matter of applicable law, provided, however, that in the event disclosure is required of the District under the provision of any law or court order, the District will (a) promptly notify Teach For America of the obligations to make such disclosure sufficiently in advance of the disclosure, if possible, to allow Teach For America to seek a protective order, and (b) disclose such Confidential Information only to the extent allowed under a protective order, if any, or necessary to comply with the law or court order.

2. **Use of Confidential Information.** The District shall hold in confidence and shall not disclose to any third party any Confidential Information disclosed to it by Teach For America, except as expressly permitted under this Agreement. The District shall use such Confidential Information only in connection with identifying Teach For America corps members and alums within the District database (the "Matching Services") and shall not exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of Teach For America. The District shall disclose Confidential Information of Teach For America only to its employees who have a need to know such Confidential Information in order to perform the Matching Services and who are legally bound to protect the confidentiality of such Confidential Information. The District shall ensure that all such employees comply with the terms of this Agreement. The District shall neither retain nor incorporate any of the Confidential Information into any database or any medium other than may be required for the Matching Services. Teach For America may audit the District's maintenance of the Confidential Information for security purposes.

3. Protection of Confidential Information. The District shall protect the Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination, publication of, or access to, Confidential Information as it uses to protect its own confidential information.

4. Property Rights In Confidential Information. Confidential Information will remain the property of Teach For America notwithstanding disclosure hereunder. Disclosure of Confidential Information hereunder shall not be deemed to constitute a grant, by implication or otherwise, of a right or license to the District of the Confidential Information other than for use in connection with providing the Matching Services.

5. Notice of Breach. In the event the District or its affiliates become aware of any breach or threatened breach by the District or its affiliates of any of the provisions of Sections 2 or 3 hereof, the District shall, within a commercially reasonable time under the circumstance, notify Teach For America of such breach or threatened breach, and shall fully cooperate with Teach For America, at the District's expense, as reasonably requested by Teach For America, to remedy such breach or prevent such threatened breach and to prevent any further breach or threatened breach.

6. Non-Public, Private Information. The District acknowledges that the Confidential Information includes non-public, personal information ("NPPI") pertaining to residents of various states, the laws and regulations of which impose certain notice requirements if such NPPI has been acquired, accessed or otherwise compromised. Notwithstanding Section 5, the District agrees to notify Teach For America in writing, in accordance with the requirements of Section 13 hereof, within twenty-four (24) hours after the District becomes aware of any actual or suspected occurrence of any such acquisition, access or compromise and shall work with Teach For America to take all measures reasonably necessary, in Teach For America's sole discretion, to restore the security of such NPPI. Teach For America shall have the exclusive right to provide notice to any person or entity as required by law and regulation (i) if Teach For America reasonably believes that NPPI under the District's control or accessible by the District was acquired, accessed or otherwise compromised by an unauthorized party and (ii) Teach For America determines that notice must be provided to comply with the applicable law and regulations concerning the person whose NPPI was acquired, accessed or otherwise compromised. The District shall reimburse Teach For America for the reasonable and actual costs of such notice per "incident" (i.e., breach of the security resulting in a reasonable probability that the NPPI of such person was acquired, accessed or otherwise compromised by an unauthorized party) and any additional remediation costs, if: (A) Teach For America's determination that notice was required under applicable law and regulations was reasonable; (B) any breach was caused by the District's failure to comply with its obligations under this Agreement; and (C) Teach For America exercises reasonable efforts to minimize the costs of providing the notice. Even if the District reimburses Teach For America for the costs of the notice and remediation with respect to any such incident as provided herein, Teach For America shall be entitled to seek all other remedies against the District hereunder and at law and equity with respect to such incident.

7. Indemnification. The District shall defend, indemnify and hold harmless Teach For America from any and all claims brought by third parties to the extent arising from, or in connection with, any negligent acts or omissions of the District or any other representatives for whom the District is legally responsible for, in connection with the performance of this Agreement.

8. Destruction of Confidential Information. Following a request by Teach For America or upon the termination of this Agreement, the District shall promptly, but in no event more than fifteen (15) days following such request or the termination of this Agreement, destroy all or any part of the Confidential Information, that is within the possession or control of the District, and shall, upon request by Teach For America, provide certification of such destruction.

9. Term. The shall be effective as the date first referenced above and shall expire on November 14, 2025.

10. Termination. Teach For America shall have the right at its sole discretion to terminate the District's access to the Confidential Information upon fifteen (15) days written notice to the District. Teach For America shall have the right at its sole discretion to terminate the District's access to the Confidential Information immediately upon the District's breach of any confidentiality obligations herein. No claim for damages will be made or allowed to the District because of said termination. Notwithstanding anything to the contrary, the confidentiality obligations of the District this Agreement shall survive any termination or expiration of this Agreement.

11. No Reverse Engineering. The District shall not reverse-engineer, decompile, or disassemble any software or other Confidential Information disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Confidential Information.

12. Disclaimer of Warranties. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL TEACH FOR AMERICA BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION.

13. Assignment. This Agreement and the District's rights, duties and obligations under this Agreement are not transferable or assignable by the District without the express prior written consent of Teach For America. Any attempt to transfer or assign this Agreement or any of the rights, duties or obligations under this Agreement without such consent is void.

14. Notices. Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed delivered to a party (a) when delivered by hand or courier, or (b) five (5) days after the date of mailing if mailed by United States certified mail, return

receipt requested, postage prepaid, in each case to the address of such party set forth below (or at such other address as the party may from time to time specify by notice delivered in the foregoing manner):

If to Teach For America, to:
Kari Cornett
Teach For America – 470 Main Street, Suite 1
Hazard, KY 41701

*with an electronic copy to: LegalAffairs@teachforamerica.org in cases of breach or indemnity

If to the District to:
Floyd County Schools
Floyd County School District – 442 KT RT 550
Eastern, KY 41622

Commented [RS20]: District, please input a contact name and address for receipt of notice.

15. Modification. This Agreement can only be modified by a written agreement duly signed by all the parties hereto.

16. Severability. If any term, provision or covenant of this Agreement shall be held to be invalid or unenforceable for any reason (a) the remaining provisions shall continue to be valid and enforceable and (b) each party directs that such court interpret and apply the remainder of this Agreement in the manner that it determines most closely effectuates the parties' intent in entering into this Agreement, and in doing so particularly take into account the relative importance of the term, provision, covenant or restriction being held invalid, void or unenforceable.

17. Interpretation. All questions concerning the validity, interpretation and performance of this Agreement shall be governed by and decided in accordance with the laws of the State of Kentucky without regard to any conflicts of laws and principles thereof. The parties irrevocably agree to submit to the jurisdiction and venue of the appropriate Federal or State courts located in Perry County, Kentucky for the purpose of any suit, action or other proceeding brought in connection with this Agreement, and the parties hereby waive any objection which they may have based on improper venue or forum non conveniens and consent that service of process in any such suit, action or proceeding shall be served according to the applicable court rules and rules of civil procedure for the State of Kentucky.


18. Entire Agreement/Authority/Bindingness. This Agreement is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement. This Agreement shall be binding upon the parties hereto and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

19. Waiver. A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless such term or condition is expressly waived in writing.

20. Injunctive Relief. In the event of a breach or threatened breach by the District of any of the provisions of this Agreement, Teach For America, in addition to any other remedies available to it under law, shall be entitled to seek an injunction restraining the District from the performance of acts which constitute or may constitute a breach of this Agreement.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	DISTRICT
ADDRESS:	470 Main St., Suite 1, Hazard KY 41701	ADDRESS:	442 KT RT 550 Eastern, KY 41622
TELEPHONE:	(606) 436-6000	TELEPHONE:	(606)886-2354
EMAIL:	Stephanie.devine@teachforamerica.org	EMAIL:	anna.shepherd@floyd.kyschools.us
SIGNATORY NAME (PRINT):	Stephanie Devine	SIGNATORY NAME (PRINT):	Anna Shepherd
SIGNATORY TITLE:	Executive Director, TFA Appalachia	SIGNATORY TITLE:	Superintendent
SIGNATURE:		SIGNATURE:	
DATE:	11/14/2022	DATE:	11/28/2022

Commented [RS21]: District, please complete the blank boxes.

ATTACHMENT B

CONFIDENTIALITY AGREEMENT FOR DATA USE

Commented [RS22]: No district signatures are needed on this attachment (see TFA signatures included).

I am working as an authorized representative for Teach For America ("TFA") on a project involving Floyd County School District ("District") students and teachers affiliated with TFA. I understand that my work on this project involves the use of District data that is confidential under state law, federal law, or both state and federal law.



All personally identifiable information is to be protected in adherence with FERPA guidelines. I will refrain from including personally identifiable information in any form of communication with anyone outside the project or outside Teach For America. This includes emails, instant messaging, faxes, other written correspondence, and any type of oral conversation. When conversing with any District school employees about any students, staff, schools, or local education agency ("LEA") in the execution of my assigned duties, I will take all precautions to protect the confidentiality of all personally identifiable information.

I understand that I can be removed from this project if it is determined that I either intentionally violated or was willfully negligent on any aspect of the Confidentiality Agreement. Further, my violation of or negligence regarding this Confidentiality Agreement may put in jeopardy the working relationship between TFA and the District. I also understand that my violation of this Confidentiality Agreement could result in my being held liable for damages in a civil lawsuit.

The term of this Agreement is effective as of the date signed, below, and shall expire on November 14, 2025.

District shall have the right at its sole discretion to terminate my access to the Confidential Information upon fifteen (15) days written notice to Teach For America. District shall have the right at its sole discretion to terminate my access to the Confidential Information immediately upon my breach of any confidentiality obligations herein. Notwithstanding anything to the contrary, my confidentiality obligations under this Agreement shall survive any termination or expiration of this Agreement.

AGENCY:	TEACH FOR AMERICA	TEACH FOR AMERICA
ADDRESS:	470 Main Street, Suite 1, Hazard KY 41701	470 Main Street, Suite 1, Hazard KY 41701
TELEPHONE:	606-436-6000	606-436-6000
EMAIL:	Samantha.richardson@teachforamerica.org	Kari.cornett@teachforamerica.org
SIGNATORY NAME (PRINT):	Samantha Richardson	Kari Cornett

SIGNATORY TITLE:	Senior Director, Alumni Talent & External Affairs	Managing Director, Insights & Knowledge Management
SIGNATURE:		
DATE:	11/14/2022	11/14/2022

COMPLIANCE WITH FERPA. To effect the transfer of data subject to FERPA, authorized representative agrees to:

1. In all respects comply with the provisions of FERPA. For purposes of this agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
2. Use the data shared under this agreement for no purpose other than work authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations. Agent further agrees not to share data received under this MOU with any other entity without the District approval. Agent agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this agreement and any relevant records of Agent for purposes of completing authorized audits of the parties.
3. 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 individual 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 Agent to any other institution or entity.
4. Not to disclose any data obtained under this agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. Agent agrees to abide by the TFA's reporting policy of deleting all data items that include any group of students less than five (5).
5. Not to provide any data obtained under this agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iii) of Title 34, Code of Federal Regulations.
6. Destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes the Agent to maintain data beyond the

time period reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to the District in compliance with 34 CFR Section 99.35(b)(2).

PERSONALLY IDENTIFIABLE INFORMATION (PII): Any information about an individual maintained by an agency, including any information that can be used to distinguish or trace an individual's identity such as name, social security number, date or place of birth, mother's maiden name, biometric records, and any other personal information that is linked or linkable to an individual.

Attachment C

Personally Identifiable Evaluation Results and Supporting Documentation Data Disclosure Consent Form

Commented [RS23]: Please note, this Attachment is provided for reference. Completion is not required at this time.

I hereby give permission to the [DISTRICT/ STATE AGENCY] to release my evaluation results ([AGENCY EVAL SYSTEM]) and any documentation related for the [20__ - 20__] and [20__ - 20__] school year(s) to the following principal investigator, [STAFF NAME] from the following research institution, [REQUESTING ORG/ AGENCY], for the purpose of [PURPOSE].

I understand that my participation in the aforementioned study is voluntary. I understand that I will not be penalized in any way for refusing to participate.

I understand that the aforementioned researcher(s) will ensure that my evaluation results ([AGENCY EVAL SYSTEM]) and any documentation related are confidential and will not be released or shown to any person except authorized members of the research team.

I understand that the aforementioned researcher(s) will store my evaluation results ([AGENCY EVAL SYSTEM]) and any documentation related in a secure manner that limits access to authorized personnel.

It is my understanding that if my evaluation results ([AGENCY EVAL SYSTEM]) and any documentation related are to be used for purposes other than this project, the institution will need to request that I sign a separate consent form.

I agree that I will not sue, or make any kind of claim whatsoever against, the [DISTRICT/ STATE AGENCY], and any of their directors, officers, employees, agents, and representatives for any costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject as a result, directly or indirectly, of any disclosure or re-disclosure of any of my information, including but not limited to personally identifiable evaluation results ([AGENCY EVAL SYSTEM]) and any documentation related provided by the [DISTRICT/ STATE AGENCY] to the aforementioned researchers.

Teaching Certificate #:	
SIGNATORY NAME (PRINT):	
SIGNATORY TITLE:	
SIGNATURE:	
DATE:	