

# Covington Independent Public 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 Covington Independent Public Schools (“CIPS”), (each a “Party” and collectively, the “Parties”).

**WHEREAS**, on April 26, 2023 the CIPS 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) CIPS may share with Teach For America, the CIPS Data described herein;

**WHEREAS**, Teach For America desires to use the CIPS 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 CIPS 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 CIPS 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 CIPS Data.
- B. “CIPS Student Record Data” means and refers to the data described more fully in **Appendix A** that CIPS provides to Teach For America in connection with this DSA.
- C. “CIPS 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.
- D. “CIPS Data” collectively refers to both the CIPS Student Record Data and Student Survey 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. CIPS will provide the CIPS 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 B**.

- C. The restricted CIPS Data will be used solely for the purposes agreed upon by the two parties.
- D. Teach For America may request additional data, use of data, or use of 3rd party data tools, surveys or systems, via written requests, to CIPS at any point. For the avoidance of doubt, this form of request does not entail or require a written contract amendment. If CIPS 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 CIPS 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 CIPS 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:
  - 1. Provide CIPS 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 CIPS agree that both parties will follow appropriate data protection protocols in transferring this data to representatives of CIPS as well as protect any and all personal data.
  - 2. Access to CIPS 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.
  - 3. Access to CIPS 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.
  - 4. Access to CIPS 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.
  - 5. Access to CIPS 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.
  - 6. Upon execution of Attachment B, Teach For America will not share CIPS aggregate student data for student cohorts less than five (5).
  - 7. Teach For America will not externally share or publish conclusions from any analyses that identifies the district, without the prior consent of CIPS.

**III.** Teach For America agrees to share any findings from its analyses and/or aggregate reports with CIPS.

#### **IV. DUTIES**

- A. The CIPS 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**.
  - 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 B**.

B. Teach For America will perform the following duties:

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

## V. 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 April 26, 2023 and shall expire on the last day of the 2025-2026 school year.

- B. **TERMINATION.** This Data Sharing Agreement may be terminated as follows:
- At any time by mutual agreement of the parties;
  - By either party upon thirty (30) days prior written notice to the other Party;
  - 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 CIPS 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:	COVINGTON INDEPENDENT PUBLIC SCHOOLS
Name, Title		Name, Title	
ADDRESS:		ADDRESS:	
TELEPHONE:		TELEPHONE:	
EMAIL:		EMAIL:	

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

**Teach For America:** Jennifer Howard

**Covington Independent Public Schools:** NAME OF PERSON RESPONSIBLE FOR PROVIDING/ENSURING ACCESS TO DATA

- 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:	COVINGTON INDEPENDENT PUBLIC SCHOOLS
ADDRESS:		ADDRESS:	
TELEPHONE:		TELEPHONE:	
EMAIL:		EMAIL:	
SIGNATORY NAME (PRINT):		SIGNATORY NAME (PRINT):	
SIGNATORY TITLE:		SIGNATORY TITLE:	
SIGNATURE:		SIGNATURE:	
DATE:		DATE:	

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

### Data Elements

CIPS will, to the fullest extent possible, include the following data and specified variables in the CIPS 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, 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 Student ID 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. CIPS 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. CIPS 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. CIPS average scores for all 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 repository. 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 CIPS in the event of a security or privacy incident, as well as procedures for responding to a breach of any of CIPS’ Data that is in Teach For America’s possession. Teach For America agrees to share its incident response plan upon request.

## APPENDIX B: DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF CIPS SURVEY DATA, FREQUENCY AND SECURITY FEATURES

### System Description:

Other Systems Description:

### Cultivate Description:

This **Appendix B** shall serve as Teach For America- Ohio'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- Ohio 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 student-level 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.