



FLOYD COUNTY BOARD OF EDUCATION
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Consent Agenda Item (Action Item): Consider approval of the Renewal for the Professional Services Agreement with the Floyd County School System and Teach For America, Inc.

Applicable State or Regulations: BOE Policy 01.11 Powers and Duties of the Local Board of Education.

Fiscal/Budgetary Impact: No Changes to fees: Annual fee per teacher employed \$3500 and an additional \$1000 if employed for math or foreign language.

History/Background: The Floyd County Schools have been a long time partner with Teach for America. This has been a positive partnership that has helped fill positions in critical shortage areas.

Recommended Action: Approve the renewal agreement

Contact Person(s): Angela Duncan

M/A
Principal

Angela Duncan
Director

Anna Whitaker Shepherd
Superintendent

Date: March 8, 2024

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated _____, 2024 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit with regional office located at 470 Main Street Suite 1, Hazard, KY 41701 and FLOYD COUNTY SCHOOL DISTRICT, a political subdivision of the state of Kentucky ("School District") (each individually "a Party" and collectively "the Parties").

RECITALS

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

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

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

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

School District Responsibilities:

A. Hiring Commitment.

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

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

a. For additional detail on the Agreed Number, please see **Exhibit A**.

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

B. Hiring Process.

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

- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the preceding spring and summer. School District shall employ Teachers no later than 30 days before the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).
- iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to provide a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

II. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

Teach For America Responsibilities:

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

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

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

A. Employment Status.

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Certification and Credentialing Services.

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

V. GENERAL PROVISIONS

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing Pre-Service Training and continuing professional development services to the Teachers employed by School District under this agreement. All payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.
- ii. With respect to each Teacher whose employment by School District commenced in the 2024-2025 academic year, School District shall pay Teach For America an annual amount of \$3500, plus an additional \$1,000 if math or foreign language, for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.
- iii. With respect to each Teacher whose employment by School District is to commence in the 2025-2026 academic year, School District shall pay Teach For America an annual amount of \$3500, plus an additional \$1,000 if math or foreign language, for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

- iv. With respect to each Teacher whose employment by School District is to commence in the 2026-2027 academic year, School District shall pay Teach For America an annual amount of \$3500, plus an additional \$1,000 if math or foreign language, for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.
- v. With respect to each Teacher whose employment by School District is to commence in the 2027-2028 academic year, School District shall pay Teach For America an annual amount of \$3500, plus an additional \$1,000 if math or foreign language, for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

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

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

D. Term. The term of this Agreement will cover all Teachers whose employment begins with the School District during the 2024, 2025, 2026, and 2027 academic years. This Agreement will expire on the last school day of the 2027-2028 academic year.

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

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

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

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

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

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

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

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

DISTRICT CONTACT

Name: Angela Duncan
Title: Exec. officer of Operations
Address: 442 KY Rt 550 Eastern, Ky 41622
Email: angela.duncan@floyd.kyschools.us

TEACH FOR AMERICA:

Name: Emaleigh Osborn
Title: Director, 2X Hubs
Address: 470 Main St. Suite 1
Hazard, KY 41701
Emaleigh.osborn
Email: @teachforamerica.org

With an electronic copy to:

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

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

- Q. Authority. This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

FLOYD County School District

By: _____
Name: _____
Address: _____

Teach For America

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

Teach For America

Contract Owner Attestation:

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

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

Name: Emaleigh Osborn
Title: Director, 2X Hubs

EXHIBIT A

AGREED NUMBER

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

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

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

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

[SCHOOL DISTRICT CONTACT INFORMATION]

Street Address
City, ST ZIP Code
Date

TFA CONTACT
Teach For America
470 Main St. Suite 1
Hazard, KY 41701

Re: District Professional Services Agreement dated XX

Dear TFA CONTACT:

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

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

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

Sincerely,

[SCHOOL DISTRICT CONTACT INFORMATION]

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 (“Partner”), (each a “Party” and collectively, the “Parties”).

WHEREAS, the Partner and Teach For America entered into Professional Services Agreements (“PSA”) or Memorandum(s) of Understanding (“MOU”) effective between school year 2024-2025 to school year 2027-2028 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 educators, which may include, but is not limited to Teach For America Corps Members, alumni, fellows and TFA Ignite Fellows, (“Participants”). specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, Teach For America desires to use the Partner Data, defined below, to track the growth and achievement of students served by Participants supported by Teach For America. Teach For America seeks to measure the performance of these Participants within their contexts in order to provide: tailored support and professional development programming for these Participants, evaluations and evolutions of our model for selecting new Participants into programming, and support Partner in improving educator development, effectiveness and student outcomes. Teach For America also seeks to use summative data to report to its constituents (funders, community partners, board members) regarding programmatic efficacy and growth. As such, under 34 CFR 99.31(a) Teach For America has a legitimate educational interest in accessing and using, and (b) Partner may share with Teach For America, the Partner Data described herein;

WHEREAS, The Parties wish to enter into this DSA, which sets forth the terms under which the Parties will share the Partner 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 Partner Data.
- B. “Student Record Data” means and refers to the data described more fully in **Appendix A** that Partner provides to Teach For America in connection with this DSA.
- C. “Cultivate Survey Data” means and refers to data collected through the Cultivate student survey via UChicago Impact’s Survey Administration Tool from students in Participant classrooms, grades 5-12, as described more fully in **Appendix B**.
- D. “Video & Audio Data” means and refers data described as videotaping or recording of instruction or recording of the audio of 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 in connection with this DSA, as described more fully in **Appendix D**.
- E. “Elevate Tool” refers to a Cultivate-aligned progress monitoring tool administered through PERTS to support educator development and continuous improvement as described more fully in **Appendix B**.

- F. "Partner Data" collectively refers to Student Record Data, Cultivate Survey Data, Panorama Survey Data, Video & Audio Data and data collected using the Elevate Tool, referenced above.
- G. "Aggregate Partner Data" collectively refers to de-identified Partner Data aggregated with counts of no less than 5.
- H. "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.
- I. "PPRA" means and refers to the Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h and implementing regulations set forth in 34 CFR Part 98.
- J. "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
- K. "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. Pursuant to Partner's obligations under FERPA, and its implementing regulations as may be amended, Partner agrees that Teach For America performs an institutional service. Specifically, due to Partner's provision of Teach For America services, such as tailored support and professional development programming for these Participants, and the associated evaluation and evolution of programming offered to Participants and the Partner, Partner agrees that Teach For America is a school official with legitimate educational interest in the disclosed Partner Data.
- B. Partner further agrees as follows:
 - 1. Student Record Data. Partner will provide the 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**.
 - 2. Cultivate Survey Data and Elevate Tool. Participants 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**. In addition, Participants may administer Elevate, a Cultivate-aligned progress-monitoring tool administered through PERTS to further support educator development and continuous improvement.
 - 3. Video & Audio Data. Participants will transfer or upload Partner Video and Audio Data to Teach For America in a form, format, frequency, and security mutually agreed by the Parties and set forth in **Appendix D**.

4. Aggregate Partner Data. Consistent with FERPA, Partner agrees that Teach For America will retain and use Aggregate Partner Data to drive programmatic impact, including but not limited to developing training; improvement of services; externally sharing learnings of programmatic impact at scale, and other program strategies (“Additional Uses”). Partner also agrees that Aggregate Partner Data may be redisclosed to research institutions which support Teach For America in conducting deeper research studies (“Research Uses”) and may be used with other 3rd party tools (“Additional Tools”) to further improve Teach For America’s program services.
5. Teach For America may obtain additional data, use of data, or use of 3rd party data tools, surveys or systems, that collect or utilize FERPA-protected data, via submitting written notices, to Partner at any time, which detail the names of such parties and a brief description of such parties’ legitimate educational interest in receiving such information, and an opt-out function. For the avoidance of doubt, this form of notice does not entail nor require a written contract amendment; nor does this notification apply to the use of Aggregate Partner Data. If Partner agrees to provide such data or to an additional use of FERPA-protected data, all terms of this agreement apply to the additional data, use of data or use of 3rd party tools. This includes ongoing data for subsequent cohort years, in which Teach For America and Partner have entered a PSA, after this original DSA is signed.
6. Teach For America Data. Access to Teach For America Data, as defined below, will be limited solely to the appropriate Partner staff with signed confidentiality agreements (**Attachment B**) and the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties. Teach For America Data will be used solely for the purposes agreed upon by the parties.

D. Teach For America agrees as follows:

1. Provide Partner with a dataset (after executing **Attachment A**) that will allow for the identification of Teach For America program Participants in the existing district data system (“Teach For America Data”). Teach For America and Partner agree that both parties will follow appropriate data protection protocols in transferring this data to representatives of Partner as well as protect all personal data.
2. Access to Teacher Evaluation/Observation data at the identified individual teacher level will be limited solely to Teach For America regional and national staff (after Participants execute **Attachment C**).
3. Access to Student Record Data at the individual student level will be limited solely to appropriate Teach For America, staff and contractors. Teach For America staff will acknowledge and sign the Teach For America Information Confidentiality and Security Policy (“ICSP”). The ICSP provides guidance on processes and procedures related to the access, use, sharing, storing, and disposal of Personally Identifiable Information (PII) and student record data as outlined in the Family Educational Rights and Privacy Act (FERPA) and the PPRA. Contractors accessing individual student level Student Record Data will sign agreements that

include confidentiality provisions and be bound to the applicable processes and procedures related to the access, use, sharing, storing and disposal of PII and student record data as outlined in FERPA and the PPRA.

4. Access to student-level Cultivate Survey and Elevate Tool Data will be limited solely to Teach For America staff members, contractors, and Participants for ongoing coaching and development of Participants and programmatic improvement. Further, no student identifiable information will be reported externally; all data reported externally will be reported in the aggregate (with groups not less than 5). Contractors accessing individual student level Cultivate Survey and Elevate Tool Data will sign agreements that include confidentiality provisions and be bound to the applicable processes and procedures related to the access, use, sharing, storing and disposal of PII and student record data as outlined in FERPA and the PPRA.
5. Access to Partner Video & Audio Data will be limited solely to Teach For America staff members, contractors, and Participants for ongoing coaching and development of current and future Participants. Contractors accessing Video & Audio Data will sign agreements that include confidentiality provisions and be bound to the applicable processes and procedures related to the access, use, sharing, storing and disposal of PII and student record data as outlined in FERPA and the PPRA.
6. Partner Data may not be loaned or otherwise conveyed to anyone other than staff, current and future Participants, and contractors using software services to securely house and host this data.
7. Aggregate Partner Data; Additional Uses.
 - a) Aggregate Partner Data will be used to drive programmatic impact and improvement through various Additional Uses, Research Uses and through the use of Additional Tools. Teach For America will not share Aggregate Partner Data for student cohorts less than five (5). For the avoidance of doubt, Partner Data will only be used for the solely for the purposes agreed upon by the parties.
 - b) Teach For America may externally share de-identified and aggregate analyses and conclusions that do not identify students or the Partner. Teach For America will not externally share or publish conclusions from any analyses that identifies the Partner, without the prior consent of Partner.
 - c) Based on Partner's request, Teach For America agrees to share any findings from its analyses and/or aggregate reports with Partner.

III. DUTIES

A. The Partner 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. Pursuant to Partner's obligations under FERPA and the PPRA, Partner authorizes Teach For America and Participants, by execution of this Agreement, to administer Cultivate and Elevate

surveys to students in Participant classrooms or those engaging in Teach For America programming in the form, format, frequency and security features laid out in **Appendix B**. Partner names Teach For America as an approved affiliate or partner and third-party beneficiary of the Partner with regard to all parental permission/releases previously signed by students and/or parents, especially as they relate to the collection of survey data from students. Further, if required by FERPA, the PPRA or state law, Partner will provide reasonable updated notice to parents, or students of appropriate age, related to surveys, obtaining consent for same, and/or offer an opportunity for parents, or students of appropriate age, to opt-out of participating in said surveys.

- iv. Authorizes Teach For America's Participants to record instruction in in-person or virtual spaces for review of instructional technique. Partner specifically names Teach For America as an approved affiliate or partner and third-party beneficiary of the Partner with regard to all parental permission/releases previously signed by students and/or parents as they relate to recording video and audio.

B. Teach For America will perform the following duties:

- v. Comply with all FERPA and Kentucky State Provisions, including the following:
 - a. Teach For America further agrees not to share Partner Data received under this DSA in ways not outlined herein. Teach For America agrees to allow Partner access to any relevant Teach For America records for purposes of completing authorized audits.
 - b. Require all staff members, contractors and agents to comply with applicable provisions of FERPA, PPRA, and KY State laws with respect to the data shared under this Agreement.
 - c. Maintain data in a secure computer environment; maintain reasonable security procedures and practices appropriate to the nature of the covered information, and protect that information from unauthorized access, destruction, use, modification or disclosure.
 - d. 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.
 - e. Not disclose any Partner 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.
 - f. 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.
 - g. Destroy all personally identifiable Partner Data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. 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 staff members, contractors, or agents to comply with this provision. Consistent with FERPA, Teach For America will retain a de-identified data set to conduct future analyses to support further program improvement via the Additional Uses, Research Uses and Additional Tools.

- vi. Partner may require Teach For America to provide documentation of Teach For America's information security specifications prior to data transmittal.
- vii. Teach For America shall designate an 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, including confirmation of the completion of any projects and the return or destruction of data. Partner or its agents may, upon request, review said records.
- viii. In the event of a Breach, Teach For America shall notify the Partner in accordance with FERPA and/or any applicable state law or regulation without unreasonable delay. Teach For America shall also cooperate with the Partner with regard to management and response of any such Breach.

IV. GENERAL PROVISIONS

- A. **TERM.** The Term of this Agreement shall begin on the Effective Date, cover all Participants engaged by the Partner under all PSAs and/or MOUs effective between the 2024-2025 school year and 2027-2028 school year, and any new PSAs or MOUs executed through the date of this Agreement's expiration. While this Agreement shall expire on the last school day of the 2027-2028 school year all sharing arrangements shall be valid until such time there are no Participants engaged under the specified PSAs and MOUs.
- 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 Partner and its Board Members, administrators, employees, and agents (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of the purposes 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 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 Board of Education
Name, Title	Emaleigh Osborn	Name, Title	
ADDRESS:	470 Main St. Suite 1 Hazard, KY 41701e	ADDRESS:	
TELEPHONE:		TELEPHONE:	
EMAIL:	Emaleigh.osborn@teachforamerica.org	EMAIL:	

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

Teach For America: Emaleigh Osborn


FLOYD County Board of Education: 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.

I. AUTHORITY TO SIGN. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

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 Board of Education
ADDRESS:	470 Main St. Suite 1 Hazard, KY 41701	ADDRESS:	
TELEPHONE:	606-436-6000	TELEPHONE:	
EMAIL:	Stephanie.devine@teachforamerica.org	EMAIL:	
SIGNATORY	Stephanie Devine	SIGNATORY	

NAME (PRINT):		NAME (PRINT):	
SIGNATORY TITLE:	Executive Director, TFAA	SIGNATORY TITLE:	
SIGNATURE:		SIGNATURE:	
DATE:	3/7/24	DATE:	

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

Data Elements

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

- a. The following program participant data and variables are essential to Teach For America's data request:
 - i. district, district NCES code, school, school NCES code, staff unique identifier (ID)
 - ii. Subject name, course name, course ID, section ID

- b. The following program participant data and variables are helpful but not essential to Teach For America's data request:
 - i. years employed with partner
 - ii. Teach For America affiliation (current CM/ alumni/ fellow)
 - 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, scale scores, percentile rank, or other scales available)
 - ii. previous and current year state test scores (all scores including scale score, proficiency/ performance level, percentile rank, growth met, student growth percentile, 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 subject
 - v. test year
 - vi. Student ID number
 - vii. grade level
 - viii. race/ ethnicity
 - ix. ELL status
 - x. special education/ disability status
 - xi. low socioeconomic-status (SES)
 - xii. days present in school
 - xiii. days enrolled in school

- d. The following aggregate data are essential to Teach For America's data request:

- i. Partner 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. Partner 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. Partner 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 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. 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.

Teach For America shall also have a written incident response plan, which shall include but is not limited to, prompt notification to Partner in the event of a security or privacy incident, as well as procedures for responding to a breach of any of Partner’s 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 PARTNER CULTIVATE SURVEY AND ELEVATE TOOL DATA, FREQUENCY AND SECURITY FEATURES

System Description:

Cultivate Description:

This **Appendix B** 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 Participants 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 Participants 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 Participants will utilize Cultivate student survey data, including but not limited to:

- Participants 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 Teach For America. Participants 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 Teach For America 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 Teach For America) complete the survey and have at least 5 valid respondents per item to receive full report data. Partial survey responses will also be accepted.
- Only aggregate data (for classrooms with at least 5 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 Teach For America.
- UChicago Impact employs several 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.

System Description:

Elevate Description:

This **Appendix B** shall serve as Teach For America- Appalachia's official notification of the use of the PERTS Elevate as an optional progress monitoring tool for professional development and continuous improvement. Elevate is designed to be used in conjunction with Cultivate for Coaches to support educator development and continuous improvement. It is fully aligned with the classroom condition questions included in the Cultivate survey. It is customizable based on educator needs and is intended to be administered anywhere from one to four times a year, in between Cultivate fall and spring administration. It takes approximately 5-10 minutes for students to complete. Administration and reporting are designed to give educators immediate insight on the classroom conditions they are prioritizing for improvement.

Elevate Survey Security Features:

- Participants that opt into Elevate will receive a unique link for each class that participates in student survey administration. Participants will include students email addresses so that each student receives a unique survey link. This is solely for the purposes of restricting duplication in the survey responses 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.
- Student identification will be kept confidential and stored on secure servers. Only PERTS staff and agents necessary for administration of the survey will have access to student identifiers. PERTS will delete all PII within one year.
- Only aggregate data (for classrooms with at least 5 students) will be reported to teachers on a password-protected basis.
- Teach For America staff will have access aggregate data. If Teach For America requests access to student-level data for programmatic improvement purposes, data will not contain any identifiable student information and will only be available to staff through a password protected system.
- PERTS 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 Teach For America.
- PERTS 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.

APPENDIX D: DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF PARTNER VIDEO & AUDIO DATA, FREQUENCY AND SECURITY FEATURES

System Description:

Video & Audio Storage Systems Description:

This **Appendix D** shall serve as Teach For America- Appalachia's official notification of the use of video and audio storage for corps member teacher coaching and training. Below we've outlined the various ways Teach For America-Appalachia and Participants will utilize the video and audio storage platform, including but not limited to:

- Uploading and reviewing classroom recordings and other content to engage in discourse and feedback on teaching practices.
- Foster strong dialogue and collaboration with other Participants 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 classroom video and audio, Teach For America Participants will be uploading their classroom recordings. Although the video recordings are focused and framed around the teacher, there may be times they include student images.

Video and Audio Storage Security Features:

Although Participants will upload classroom recording videos and audio, these recordings are not sharable outside of the platform and only the corps member who uploaded the recording and Teach For America coaches have rights to download it. Data is encrypted in transfer as well as at rest when it is being stored in the data repository. 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. Our video and audio storage platform meets rigorous data security and privacy standards as a closed and private platform and complies with laws and regulations concerning the privacy, security, and notification of breaches.

ATTACHMENT A NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT dated as of [DATE] (this "Agreement"), is entered into by and between Teach For America, Inc. ("Teach For America"), and the FLOYD County Board of Education (the "FCBOE").

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

- 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 FCBOE; 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 FCBOE 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 FCBOE under the provision of any law or court order, the FCBOE 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.

Use of Confidential Information. The FCBOE 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 FCBOE shall use such Confidential Information only in connection with identifying Teach For America corps members and alums within the Kentucky Department of Education 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 FCBOE 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 FCBOE shall ensure that all such employees comply with the terms of this Agreement. The FCBOE 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 FCBOE's maintenance of the Confidential Information for security purposes

- Protection of Confidential Information.** The FCBOE 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.
- 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 FCBOE of the Confidential Information other than for use in connection with providing the Matching Services.
- Notice of Breach.** In the event the FCBOE or its affiliates become aware of any breach or threatened breach by the FCBOE or its affiliates of any of the provisions of Sections 2 or 3 hereof, the FCBOE 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 FCBOE'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.

5. Non-Public, Private Information. The FCBOE 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 FCBOE agrees to notify Teach For America in writing, in accordance with the requirements of Section 13 hereof, within twenty-four (24) hours after the FCBOE 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 FCBOE’s control or accessible by the FCBOE 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 FCBOE 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 FCBOE’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 FCBOE 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 FCBOE hereunder and at law and equity with respect to such incident.
6. Indemnification. The FCBOE 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 FCBOE or any other representatives for whom the FCBOE is legally responsible for, in connection with the performance of this Agreement.
7. Destruction of Confidential Information. Following a request by Teach For America or upon the termination of this Agreement, the FCBOE 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 FCBOE, and shall, upon request by Teach For America, provide certification of such destruction.
8. Term. The shall be effective as the date first referenced above and shall expire on the day after the final day of the 2027-2028 school year.
9. Termination. Teach For America shall have the right at its sole discretion to terminate the FCBOE’s access to the Confidential Information upon fifteen (15) days written notice to the FCBOE. Teach For America shall have the right at its sole discretion to terminate the FCBOE’s access to the Confidential Information immediately upon the FCBOE’s breach of any confidentiality obligations herein. No claim for damages will be made or allowed to the FCBOE because of said termination. Notwithstanding anything to the contrary, the confidentiality obligations of the FCBOE under this Agreement shall survive any termination or expiration of this Agreement.
10. No Reverse Engineering. The FCBOE 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.
11. 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.
12. Assignment. This Agreement and the FCBOE’s rights, duties and obligations under this Agreement are not transferable or assignable by the FCBOE 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.

13. 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:
Emaleigh Osborn
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 FCBOE, to:
[AGENCY STAFF NAME]
[DISTRICT/ STATE AGENCY] – [AGENCY STREET ADDRESS]
[AGENCY CITY STATE ZIP]

14. Modification. This Agreement can only be modified by a written agreement duly signed by all the parties hereto.
15. 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.
16. 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 Floyd 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.
17. 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.
18. 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.
19. Injunctive Relief. In the event of a breach or threatened breach by the FCBOE 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 FCBOE from the performance of acts which constitute or may constitute a breach of this Agreement.

20. 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:	FLOYD County Board of Education
ADDRESS:	470 Main St. Suite 1 Hazard, KY 41701	ADDRESS:	
TELEPHONE:	606-436-6000	TELEPHONE:	
EMAIL:	Stephanie.devine@teachforamerica.org	EMAIL:	
SIGNATORY NAME (PRINT):	Stephanie Devine	SIGNATORY NAME (PRINT):	
SIGNATORY TITLE:	Executive Director, TFAA	SIGNATORY TITLE:	
SIGNATURE:		SIGNATURE:	
DATE:	3/7/24	DATE:	

ATTACHMENT B
CONFIDENTIALITY AGREEMENT FOR DATA USE

I am working as an authorized representative for Teach For America (“TFA”) on a project involving FLOYD County Board of Education (“FCBOE”) students and teachers affiliated with TFA. I understand that my work on this project involves the use of FCBOE 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 FCBOE or 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 FCBOE. 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 [XX].

FCBOE 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. FCBOE 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
ADDRESS:	<u>470 Main Street, Suite 1</u> <u>Hazard, KY 41701</u>
TELEPHONE:	606-436-6000
EMAIL:	Emaleigh.osborn@teachforamerica.org
SIGNATORY NAME (PRINT):	Emaleigh Osborn
SIGNATORY TITLE:	Director, 2X Hubs
SIGNATURE:	<i>Emaleigh Osborn</i>
DATE:	3/7/24

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 FCBOE 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 FCBOE 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

I hereby give permission to the FLOYD County Board of Education 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 FLOYD County Board of Education, 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 FLOYD County Board of Education to the aforementioned researchers.

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