

**MASTER  
PROFESSIONAL SERVICES AGREEMENT**

This master professional services agreement (this “Agreement”) is dated February 12, 2026 and is entered into between TEACH FOR AMERICA, INC. (“Teach For America” or “TFA”), a Connecticut non-profit with regional office located at 1311 Vine Street, Cincinnati, OH 45202 Covington Independent Public Schools, a political subdivision of the state of Kentucky (“School Partner”) located at 25 East Seventh Street, Covington, Kentucky 41011 (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 during their two-year service commitment specifically equipped to enhance student achievement in under-resourced school systems (“Corps Members” or “Teachers”). Upon successful completion of their two-year service commitment, said Corps Members become alumni of Teach For America (“Alumni”). (Corps Members and Alumni are collectively known as “Participants”).

**WHEREAS**, Teach For America established various Fellowships (“Fellowships”) aimed at helping selected individuals, such as Teach For America’s Participants and School Partner staff (together “Fellows”) strengthen their leadership in Teach For America’s partner schools.

**WHEREAS**, Teach For America established FutureShock programming (“FutureShock”) as a two-week high school summer learning experience, for which Teach For America recruits individuals from all backgrounds and career interests (“Facilitators”).

**WHEREAS**, Teach For America agrees to provide the professional services identified in each Statement of Work (as hereinafter defined) to perform the services (the “Services”) identified in each Statement of Work and School Partner would like to receive such Services and agrees to compensate Teach For America all on the terms and subject to the conditions set forth below;

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

**AGREEMENT**

I. THE SERVICES:

- A. *The Services: Statements of Work.* Teach For America will provide the Services describe in each written work statement (each, a “Statement of Work” or “SOW”), from time to time by

agreement of the parties, for the fees and in accordance with the timeframe, if any, set forth therein. A SOW will set forth requirements for a specific project, or may set forth a general description of the type of services that Teach For America will provide to the School Partner. In the event of any conflict between the Standard Terms and Conditions of this Agreement and the Special Terms and Conditions of a SOW, the Special Terms and Conditions of the SOW shall control for purposes of the Services performed under that specific SOW only.

II. COMPENSATION:

- A. Fees. The School Partner will pay Teach For America as compensation for the Services the fees described in each SOW in accordance with the terms set forth in such SOW and as substantiated by invoices provided by Teach For America.
- B. Invoices; Disputed Amounts. Unless otherwise specified in the applicable SOW, Teach For America will deliver a written invoice to School Partner on an annual basis setting forth the fees payable by School Partner in respect to the upcoming year's work. Within thirty (30) days of receipt of an invoice, School Partner will either pay the same (in whole or in non-disputed part) or will notify Teach For America that some or all of the fees set forth therein are in dispute. The parties will promptly work to resolve any such disputes and upon resolution School Partner will promptly pay Teach For America the agreed-upon amounts (if any).
- C. Non-refund. Teach For America shall have no obligation to refund to School Partner any amount paid by School Partner in respect of any Service under any SOW for any reason whatsoever.
- D. Withholding. Teach For America is responsible for payment of all taxes incurred in connection with performance of the Services by Teach For America.

III. TERM AND TERMINATION:

- A. Term. The Term of this Agreement will commence on the Effective Date and will remain in effect for three years from the date hereof. Specifically, this Agreement will expire on June 30, 2030 but all provisions related to SOWs created during this time period will remain in effect through the conclusion of said SOWs unless earlier terminated pursuant to Sections B.ii below.
- B. Termination.
  - i. The Parties may terminate this Agreement at any time by mutual written consent.
  - ii. Either Party may terminate:

- (a.) This Agreement at any time, without any prior notice in the event that the other Party is unable to fulfill its obligations pursuant to this Agreement. Upon any such termination, TFA shall be paid for all work completed up through the date of termination. Any early termination of this Agreement subject to this section will result in the automatic termination of all SOWs connected herewith.
- (b.) This Agreement upon written notice, if the other Party is in breach of any of its material obligations, representations or warranties hereunder, and does not cure such breach within ten (10) business days of receipt of a written demand for cure. Any termination of this Agreement will result in the automatic termination of all SOWs connected herewith. Upon any such termination, Teach For America shall be paid for all work completed under the corresponding SOWs up through the date of termination.
- (c.) any individual SOW, with or without cause, upon thirty (30) business days prior written notice. Upon any such termination, TFA shall be paid for all work completed under the corresponding SOW up through the date of termination.

#### IV. STANDARD TERMS AND CONDITIONS

- A. Ownership of Intellectual Property. For purposes of this Agreement, “*Work Product*” means, collectively, all work product created, conceived, developed or first reduced to practice by TFA pursuant to this Agreement, either solely or in collaboration with others. TFA will own all right, title and interest in all Work Product, including without limitation all subject matter for which TFA may obtain and hold copyrights, patents, registrations, and any intellectual property or other protections that may be available to TFA.
- B. Confidentiality. Each Party shall hold all non-public information, written or oral, whether or not it is marked as confidential, that the Disclosing Party disclosed or made available to the Receiving Party, directly or indirectly, through any means of communication (the “Confidential Information”) in confidence in accordance with the terms of this Agreement. Confidential Information shall only be used in accordance with the terms of this Agreement and the Receiving Party shall exercise at least the same degree of care as it uses with its own confidential information, but in no event less than reasonable care. The Receiving Party may disclose Confidential Information to 1) its representatives but only to the extent necessary to carry out the terms of this Agreement and 2) to a third-party only if required to do so, and

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only to the extent required, by law. All additional provisions related to data sharing between the Parties, if any, will be outlined in a separate data sharing agreement SOW, and are incorporated herein by reference.

C. Surveys, FERPA and Data Privacy

- i. Surveys. School Partner 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.
- ii. School Partner may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, “Student Records”) in the course of providing the professional development and data storage services outlined in individual SOWs . Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99 and §99.31(a)(1) , as each may be amended from time to time (“FERPA”), while providing the services, Teach For America is a school official with legitimate educational interests in the Student Records.
- iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by any SOW and/or otherwise authorized by the School Partner or by law, and in compliance with student data privacy requirements contained any potential separate data sharing agreement SOW, 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 outlined in any SOW, 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 Partner 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.

D. No Warranty. School Partner 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

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This language makes the partner responsible for their due diligence and hiring decisions.

fitness, performance nor quality of work of any Participant, Fellow or Facilitator presented or provided by Teach For America, or individuals selected by School Partner to participate in any program; School Partner 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 Participant, Fellow or Facilitator presented or provided by Teach For America was unfit for the position for which they were engaged by School Partner. Teach For America is not responsible for any acts or omissions of any of Participant, Fellow or Facilitator provided in connection with any service.

- E. No Employment Relationship with Participants, Fellows or Facilitators. This agreement does not permit Teach For America to function as a representative of any Participant, Fellow or Facilitator nor for Participants, Fellows or Facilitators to function as agents of Teach For America. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America, Participants, Fellows or Facilitators nor permit Teach For America to interfere with any potential employment agreement or relationship between the School Partner, Participants, Fellows or Facilitators.
- F. Dismissal of Participants, Fellows and Facilitators. Teach For America, in its sole discretion, may dismiss any such individual, with or without notice, from any program outlined on any associated SOW, for any reason whatsoever.
- G. 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.
- H. 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.

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- I. Insurance. During the term of this Master Services Agreement, each Party shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, employment, and other forms of insurance, with policy limits sufficient to protect their interests and indemnify the other Party and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from the indemnifying Party's conduct, acts, or omissions of their agents, contractors or employees.
- J. Copyright and Trademark. Neither Party may use the logo, name or other identifying marks of the other Party in any written materials, including materials available in an online format, without the express written permission of the other Party.
- K. Compliance with Anti-Harassment and Non-Discrimination Regulations. By entering into this Agreement, both Parties warrant compliance with local, state and federal anti-harassment and non-discrimination laws and regulations. School Partner acknowledges that School Partner's violation of these laws and regulation are a breach of contract. School Partner will provide a copy of their internal harassment policies and/or procedures prior to signing this MSA.
- L. Survival. Upon termination of this Agreement all obligations hereunder shall terminate except for the obligations set forth in Sections related to *Ownership of Intellectual Property; Confidentiality; FERPA and Data Privacy; No Warranty; No Employment Relationship with Participants, Fellows and Facilitators; Mutual Indemnification; Copyright and Trademark*, all of which will survive any termination hereof for any reason.
- M. 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.

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#### SCHOOL PARTNER CONTACT

Name: Tony Magner  
Title: Director, Federal Programs  
Address: 25 East Seventh Street, Covington,  
Kentucky 41011

Email: <tony.magner@covington.kyschools.us>

[TEACH FOR AMERICA:]

With an electronic copy to:

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This should refer to someone in your region.

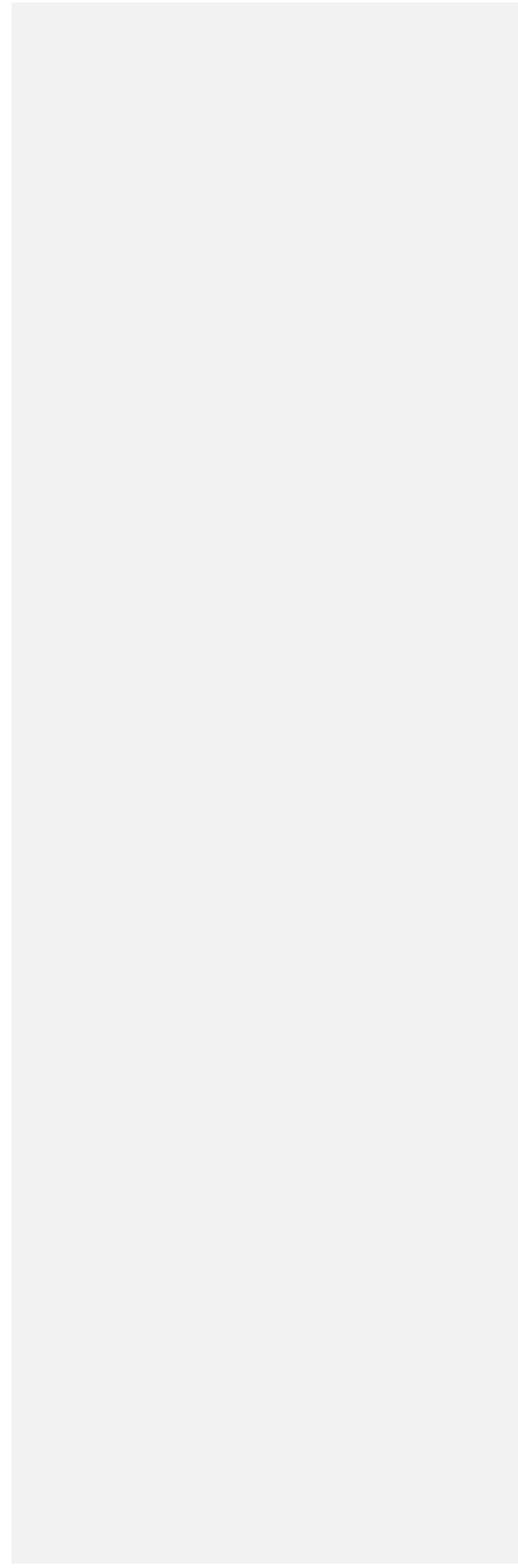
Name: Jennifer Howard  
Title: Executive Director  
1311 Vine Street  
Address: Cincinnati, OH 45202  
Jennifer.howard@teachforamerica.org  
Email: erica.org

Name: TFA Legal Affairs  
Email: [LegalAffairs@teachforamerica.org](mailto:LegalAffairs@teachforamerica.org)  
\*Send only notices related to breach of contract and indemnity.

- 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. 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 .
- P. Amendment/Modification/Extension. Any amendment, modification, extension must be in writing and signed by each Party.
- Q. Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party.
- R. 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.
- S. Entire Agreement; Headings; Execution. This Agreement (including all SOWs and Exhibits) sets forth the entire understanding of the parties with respect to its subject matter and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. Headings are for convenience only and are not to be used to interpret

this Agreement. This Agreement may be executed in separate counterparts, and all such counterparts will constitute one and the same instrument.

[MASTER PROFESSIONAL SERVICES SIGNATURE PAGE FOLLOWS]



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

Covington Schools

By: \_\_\_\_\_

Name: Alvin Garrison

Address: 25 East Seventh Street

Covington, Kentucky 41011

\_\_\_\_\_

Teach For America

By: \_\_\_\_\_

Name: Jennifer Howard

Title: Executive Director

Address: 1311 Vine Street

Cincinnati, OH 45202

\_\_\_\_\_

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.

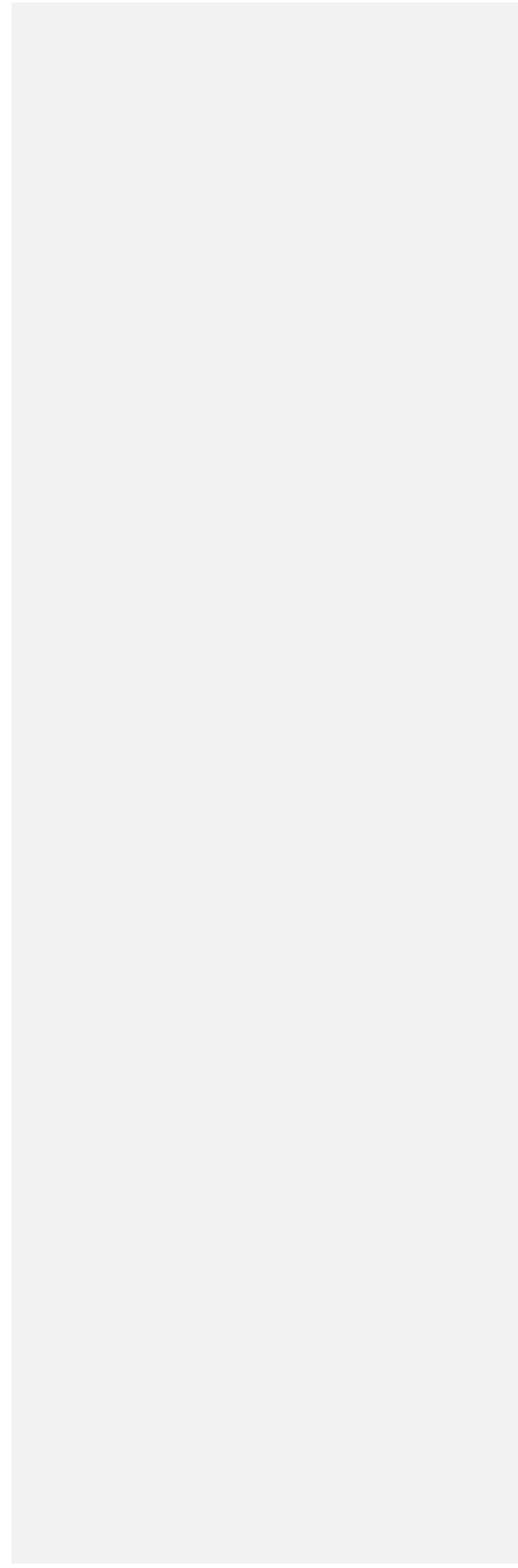
This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**SOW #1 Corps Member Placement Services Agreement  
to the Teach For America Master Professional Services Agreement**

**RECITALS**

This Statement of Work #1 (hereinafter called the “SOW”) is issued pursuant to the Master Professional Services Agreement between Teach For America, Inc. (also described as “TFA”) and Covington Independent School District (“School Partner”), effective February 12, 2026 (the “MSA”). This SOW is subject to the Standard Terms and Conditions contained in the MSA and the Special Terms and Conditions contained within this SOW and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the MSA. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the MSA, the terms of this SOW shall govern and prevail for the purposes of this SOW only.

The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Accordingly, School Partner and Teach For America agree to be bound by the terms and conditions of this SOW.

**SOW #1 AGREEMENT**

I. CORPS MEMBER CANDIDATE RECRUITMENT, SELECTION AND HIRING: School Partner Responsibilities

A. Consideration for Hire.

- i. Teach For America will use its reasonable efforts to provide multiple teacher candidates for consideration for employment with School Partner (“Corps Members”) each academic year that meet the range of grades and subject matters requested by school (“Candidate Details”) as identified in **Schedule A, Chart A**. While School Partner acknowledges Teach For America may not be able to provide the referenced number of candidates and agrees to consider every candidate for employment, School Partner shall only pay the fee for each Teacher hired under this Agreement.

- ii. School Partner shall collaborate with Teach For America in good faith to identify individual schools within School Partner appropriate for Corps Members, as identified on **Schedule A, Chart B**, below. School Partner shall also consider for hire each Teacher provided by Teach For America who meets the School Partner's eligibility requirements and, to the extent reasonably practicable, School Partner will employ 2 or more Corps Members per individual Partner School.
- iii. Any Corps Member hired by the School Partner shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions; hired 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 Partner agrees that it will not place Teach For America Corps Members at any for-profit schools within its district.

*B. Hiring Process.*

- i. School Partner and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Corps Members, in accordance with the School Partner's established District hiring practices co-developed by the Parties.
- ii. School Partner shall participate in TFA hiring fairs during April and May and submit employment offers to Corps Members no later than June 1<sup>st</sup> of the proceeding academic school year. School Partner agrees that where possible, Teach For America shall be informed of individual Corps Member'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 Partner will offer alternative employment to any Corps Member 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.

II. CORPS MEMBER CANDIDATE RECRUITMENT, SELECTION AND HIRING: Teach For America Responsibilities

A. Candidate Recruitment and Selection. Teach For America will recruit, select for participation in the Teach For America program, and present to the School Partner for employment Corps Members from a broad range of academic majors, career fields and diverse backgrounds. Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.

B. Pre-Service Training and Certification Status. Prior to entering the classroom, Teach For America will ensure each Teacher participates in pre-service training (“Pre-Service Training”). Pre-Service Training ensures that such Corps Members 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 Partner will be applicable.

III. CORPS MEMBER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS: School Partner Responsibilities

A. Employment Status.

- i. Every Corps Member employed by School Partner under this SOW shall be a full-time employee of School Partner with all the rights, including those related to compensation and benefits, responsibilities and legal protections as are provided to other teachers employed by School Partner who are similarly situated in terms of credentialing, certification and tenure status. Nothing in this SOW shall be construed to grant additional employment rights to individual Corps Members.
- ii. School Partner may continue to employ individual Corps Members beyond the two-year commitment by mutual agreement between School Partner and such Corps Member.

- B. Reductions in Force. Subject to any obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School Partner shall treat any Corps Member employed in connection with this SOW whose teaching position is eliminated as favorably as other teachers with the same job classification, certification status, and/or seniority rights.
- C. Prohibited Activities and AmeriCorps Service Requirements. School Partner acknowledges that Corps Members serving at 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). These restrictions pertain to when Corps Members 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. School Partner will not require Corps Members to engage in any Prohibited Activities and shall post a list of Prohibited Activities in all locations where Corps Members serve and shall complete the AmeriCorps Service Verification form as needed. ~~See~~**Schedule B** ~~but~~ in general, Corps Members may not (1) provide religious instruction, (2) attempt to influence legislation or (3) participate in or endorse political events or activities. For the avoidance of doubt, Corps Members 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.

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

- A. Professional Development and On-Line Data Storage Services.
- i. Teach For America shall provide professional development services and activities for participating Corps Members as well as on-line data storage services during the Corps Members 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 (“Data Storage Services”).

- ii. While providing the Professional Development and Data Storage Services, Teach For America shall comply with the requirements of FERPA, as outlined in the original Master Services Agreement and in compliance with requirements contained in any separate data sharing SOW.

**B. Certification and Credentialing Services.**

- i. Where required, Teach For America shall facilitate the enrollment of individual Corps Members 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 SOW.
- ii. Teach For America shall not be responsible for and shall not be in breach of any provision of this SOW, 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. SPECIAL TERMS AND CONDITIONS OF SOW #1**

**A. Fees-for-Service.**

- i. School Partner shall pay Teach For America an annual fee for each Corps Member employed under this SOW. 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 Corps Member whose employment by School Partner is to commence in the 2026-2027 academic year, School Partner shall pay Teach For America an annual amount of \$5,000 for each year in which such Corps Member is employed by School Partner, up to two years from the date such employment is to commence

- B. Invoicing and Payment.** Teach For America will invoice School Partner for all amounts due 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 do so, will not constitute a waiver of any of Teach For America's rights or constitute a breach by Teach For America.

- C. Term. The term of this SOW will cover all Corps Members whose employment begins with the School Partner during the 2026-2027, 2027-2028, and 2028-2029 academic years. This SOW will expire on the last school day of the 2029- 2030 academic year.
- D. Termination. This SOW 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 SOW 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.
- E. Survivability and Effect of Termination of this SOW. In the event of the expiration or termination of this SOW, this SOW shall become void, with the exceptions that Section III E (Prohibited Activities and AmeriCorps Service Requirements) shall survive and will remain in effect until such time as there are no Corps Members employed under this contract. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination. Terminating this individual SOW does not terminate the MSA.
- F. Authority. This Agreement supersedes all communications between the parties related to the subject matter of this SOW.

**[SOW #1 - ACCEPTANCE FOLLOWS]**

IN WITNESS WHEREOF, each of School Partner and Teach For America has caused its duly authorized representative to sign this Statement of Work #1 re Corps Member Placement Services in the space provided below.

Covington Independent Schools

By:

Name: Alvin Garrison

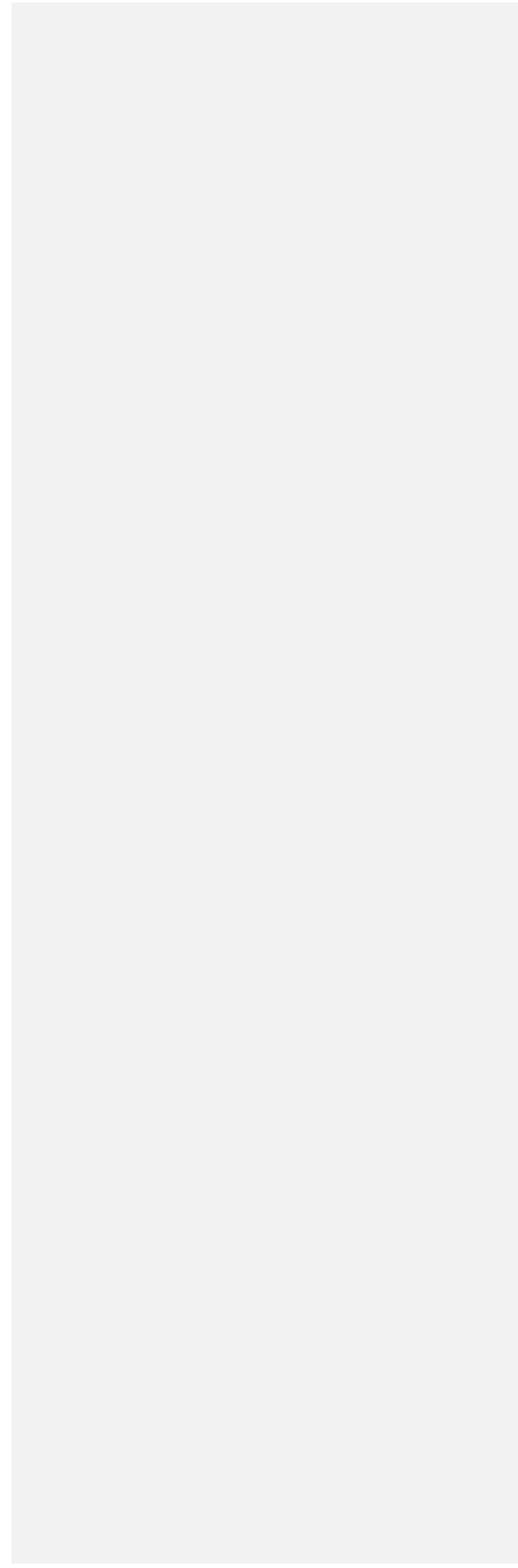
Address: 25 East Seventh Street  
Covington, Kentucky  
41011

Teach For America

By:

Name: Jennifer Howard

Title: 1311 Vine Street  
Cincinnati, OH  
45202



**SCHEDULE A to CM PLACEMENT SOW #1**  
Candidate and Placement Site Details

**Chart A:** Candidate Details

School Year	# of Candidates	Grade	Subject
2026-2027	3-5	K-12	All
2027-2028	3-5	K-12	All
2028-2029	3-5	K-12	All

**SCHEDULE B to CM PLACEMENT SOW #1**  
**AMERICORPS PROHIBITED ACTIVITIES**

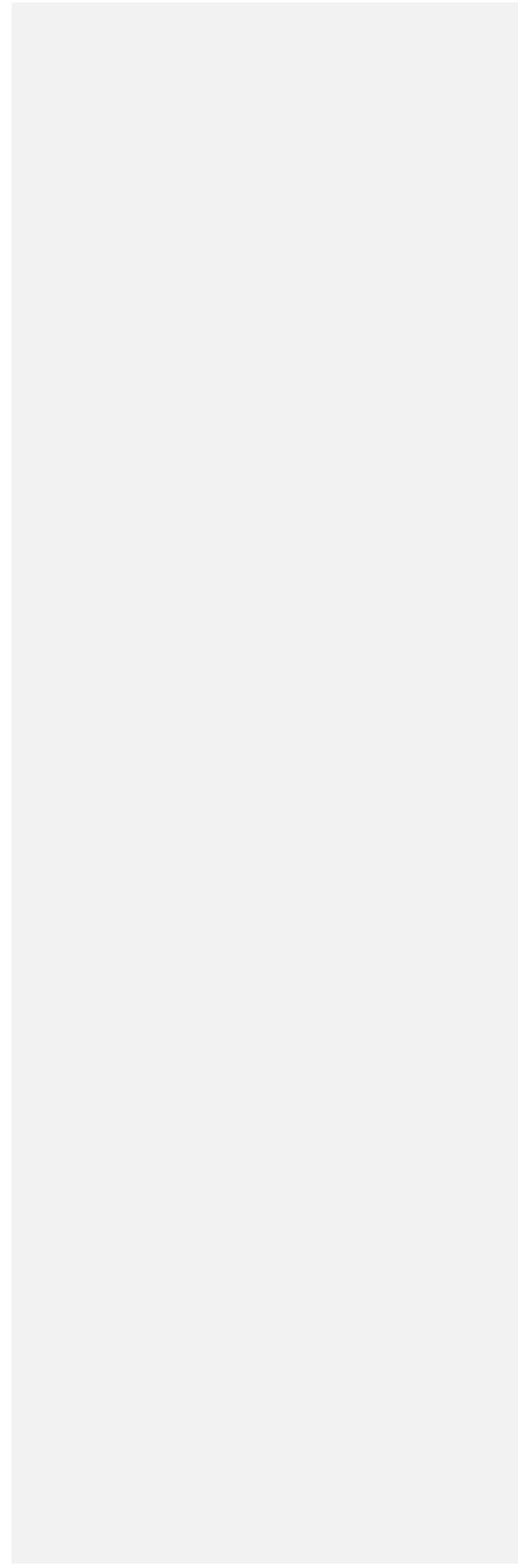
**Citations: 45CFR § 2520.65 -**

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, members may not engage in:

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
  - i. A business organized for profit;
  - ii. A labor union;
  - iii. partisan political organization;
  - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - v. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and

k. Such other activities as CNCS may prohibit.

Individuals 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. Individuals should not wear the AmeriCorps logo while doing so.



**SOW #2 Data Sharing Agreement  
to the Teach For America Master Professional Services Agreement**

This Statement of Work #2 (hereinafter called the “SOW”) is issued pursuant to the Master Professional Services Agreement between Teach For America, Inc. (“Client”) Covington Independent Schools (“School Partner”), effective February 12, 2026 (the “MSA”). This SOW is subject to the Standard Terms and Conditions contained in the MSA and the Special Terms and Conditions contained within this SOW and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the MSA. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the MSA, the terms of this SOW shall govern and prevail for the purposes of this SOW only.

The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

**RECITALS**

**WHEREAS**, on February 12, 2026 the School Partner and Teach For America entered into separate Statement(s) of Work whereby Teach For America agreed to recruit, select, train and provide ongoing professional development to Participants and Fellows committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems. As such, under 34 CFR 99.31(a) Teach For America has a legitimate educational interest in accessing and using, and (b) School Partner may share with Teach For America, the School Partner Data described herein;

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

Accordingly, School Partner and Teach For America agree to be bound by the terms and conditions of this SOW.

## SOW #2 AGREEMENT

### I. DEFINITIONS

- A. “Breach” will mean any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, loss, modification, destruction, or inability to account for School Partner Data.
- B. **[GENERAL STUDENT DATA]** “Student Record Data” means and refers to the data described more fully in **Schedule A** that School Partner provides to Teach For America in connection with this DSA.
- C. **[CULTIVATE SURVEY DATA]** “Cultivate Survey Data” means and refers to data collected through Cultivate student survey via UChicago Impact ‘s Survey Administration Tool from students in Participant or Fellow classrooms, grades 5-12, as described more fully in **Schedule B**.
- D. **[CULTIVATE SURVEY DATA AND ELEVATE TOOL]** “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 **Schedule B**.
- E. **[CULTIVATE SURVEY DATA AND ELEVATE TOOL]** “Partner Survey Data” individually and collectively refers to Cultivate Survey Data, using the Elevate Tool.
- F. **[VIDEO & AUDIO DATA]** “Video & Audio Data” means and refers to data described as videotaping or recording of instruction or recording of the audio of in-person or virtual spaces for review of instructional technique, which are manual transferred or uploaded to Teach For America’s software and servers in connection with this DSA, as described more fully in **Schedule E**.
- G. “Partner Data” collectively refers to Student Record Data, Partner Survey Data, and Video & Audio Data.
- H. “Aggregate Partner Data” collectively refers to de-identified Partner Data aggregated with counts of no less than 5.
- I. “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.

- J. “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.
- K. “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
- L. “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 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. **[GENERAL STUDENT DATA]** Student Record Data. Partner will provide the Student Record Data described in **Schedule A** to Teach For America in a form, format, frequency, and security feature mutually agreed by the Parties and laid forth in **Schedule A**. 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. Third-party programmatic data vendors, (such as Pencil, UChicago and other vendors, etc.), will sign agreements that include confidentiality provisions and be bound to the applicable process and procedures related to access, use, sharing, storing and disposal of PII and student record data as outlined in FERPA and PPRA as appropriate.
- C. **[CULTIVATE SURVEY DATA AND ELEVATE TOOL]** 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 and UChicago Consortium staff and agents necessary for administration of the survey will have access to student and teacher identifiers during administration as described in **Schedule B**. In addition, Participants may administer

Elevate, a Cultivate-aligned progress-monitoring tool administered through PERTS to further support educator development and continuous improvement. UChicago Consortium access data to create Rasch benchmark scores used for reporting valid scores on teacher reports, along with analyses to improve the validity of the survey. Access to student-level Cultivate Survey and Elevate Tool Data will be limited solely to UChicago Impact and UChicago Consortium staff, Teach For America staff members, approved contractors and Participants for ongoing coaching and development of Participants and programmatic improvement.

- D. **[VIDEO & AUDIO DATA]** 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 **Schedule E**.
- E. **[TEACHER EVALUATION DATA]** Teacher Evaluation Data. Partner will provide teacher observation/evaluation data as outlined in attached **Appendix A**. 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**).
- F. **[TFA DATA]** 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.
- G. No student identifiable information in the Partner Data will be reported externally; all data will be reported in the aggregate (with groups not less than 5). Partner Data may not be loaned or otherwise conveyed to anyone other than staff, current and future Participants, and internal contractors using software services to securely house and host this data. No student identifiable information in the Partner Data may be shared with third-party programmatic data vendors without approval via an Additional Request as outlined in Section J, below.
- H. Aggregate Partner Data and Additional Uses. After creating and verifying the final merged data set, personally identifiable data shall be destroyed in compliance with 34 CFR Section 99.31 (a) (6). 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 3<sup>rd</sup> party tools (“Additional Tools”) to further improve Teach For America’s program services. Teach For America will not share Aggregate Partner Data for student cohorts less than five (5). 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. Based on Partner's request, Teach For America agrees to share any findings from its analyses and/or aggregate reports with Partner.

- I. Additional Requests. 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 or additional shares of FERPA-protected data with third-party programmatic data vendors, via submitting written notices (an "Additional Request"), 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, identified FERPA-protected Partner data may only be used solely for the purposes outlined herein unless an Additional Request is approved by the Partner. 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 or share of FERPA-protected data, all terms of this agreement apply to the additional data, use of data, use of 3rd party tools or additional share. 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.

### III. DUTIES

A. The School Partner will perform the following duties:

1. 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.
2. 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 **Schedule A**.
3. **[CULTIVATE/ELEVATE SURVEY DATA]** 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, Elevate, or Ignite student 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 **Schedule B and Schedule C**.
4. **[PARTNER VIDEO & AUDIO DATA]** Authorizes Teach For America's Participants to record instruction in in-person or virtual spaces for review of instructional technique.

5. **[PARENTAL CONSENT]** 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 the collection of student record data, survey data, recording video and audio data from/of students. Further, if required by FERPA, the PPRA or state law, Partner will provide reasonable updated notices to parents, or students of appropriate age, related to surveys, video or audio recordings, obtain consent for same, and/or offer an opportunity for parents, or students of appropriate age, to opt-out of participating in said surveys, video or audio recordings.

B. Teach For America will perform the following duties:

1. Comply with all FERPA and PPRA Kentucky Provisions. Teach For America agrees to require all staff members, contractors, or agents to comply with this provision.
2. Partner may require Teach For America to provide documentation of Teach For America's information security specifications prior to data transmittal.
3. 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, confirmation of the completion of any projects and the return or destruction of data.
4. 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 to manage the Breach without unreasonable delay. Teach For America shall also cooperate with the Partner with regard to management and response of any such Breach.

IV. SPECIAL TERMS AND CONDISTIONS OF SOW #2

A. Term. The Term of this Agreement shall begin on the Effective Date, and shall only cover Participants, Fellows and Facilitators whose engagement with the Partner begins during the SY2026-SY2027. All provisions of this DSA shall be valid from the date of execution through June 30, 2030 (the "Expiration Date"). While this Agreement shall expire on the Expiration Date, all sharing arrangements shall be valid until such time the named cohorts of Participants, Fellows and Facilitators have completed their applicable term of engagement.

B. Termination. This Data Sharing Agreement may be terminated as follows:

1. At any time by mutual agreement of the parties;
2. By either party upon thirty (30) days prior written notice to the other Party;

3. 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 SOW expires or is terminated by either party, it shall become void. The expiration or earlier termination of this specific SOW shall not serve to terminate the associated Master Service Agreement or any other SOW.
- D. *Notices.* Any notices to either Party under this Data Sharing SOW 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.

SCHOOL PARTNER  
DATA CONTACT

Name: Tony Magner  
 Title: Director, Federal Programs  
 Address: 25 East Seventh Street, Covington,  
 Kentucky 41011  
 Email: tony.magner@covington.kyschools.  
 us

TEACH FOR AMERICA

Name: Jennifer Howard  
 Title: Executive Director  
 Address: 1311 Vine Steet  
 Cincinnati, OH 45202  
 Email: Jennifer.howard@teachforamerica.  
 org

With an electronic copy to:

Name: TFA Legal Affairs  
 Email: [LegalAffairs@teachforamerica.org](mailto:LegalAffairs@teachforamerica.org)  
 \*Send only notices related to breach  
 of contract and indemnity.

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

Covington Independent Schools

Teach For America

Name: Tony Magner  
tony.magner@covington.kyschool  
Email: s.us  
Phone: \_\_\_\_\_

Name: Eleni Towner  
Email: Eleni.towner@teachforamerica.org  
Phone: \_\_\_\_\_

F. Authority. This Data Sharing Agreement supersedes all communications between the parties related to the subject matter of this SOW.

**[SOW #2 - ACCEPTANCE FOLLOWS]**

IN WITNESS WHEREOF, each of School Partner and Teach For America has caused its duly authorized representative to sign this Statement of Work #2 re Data Sharing Services in the space provided below.

Covington Independent Schools

Teach For America

By: \_\_\_\_\_  
Name: Alvin Garrison  
Address: 25 East Seventh Street,  
Covington, Kentucky  
41011  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Jennifer Howard  
Title: Executive Director  
Address: \_\_\_\_\_  
\_\_\_\_\_

## **SCHEDULE A to SOW #2 re Data Sharing**

### 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. certification/ license level
  - iii. gender
  - iv. race
  - v. ethnicity
  - vi. teacher evaluation rating/ observation data (where available)
  - vii. 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

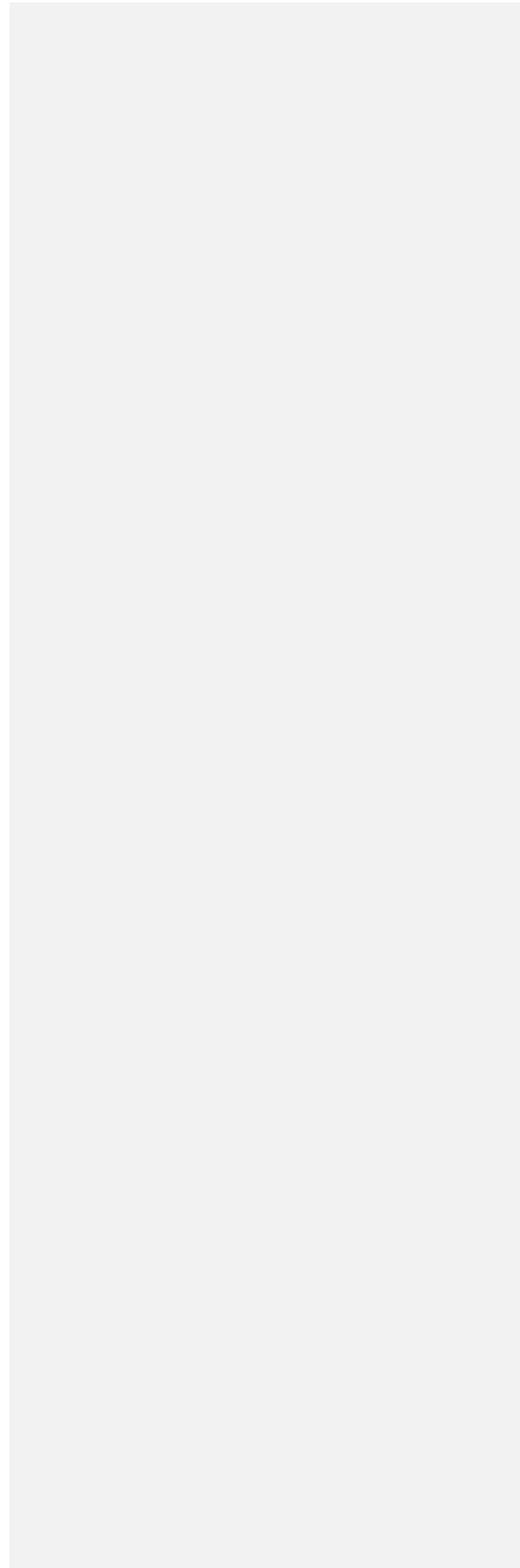
- d. The following aggregate data are essential to Teach For America's data request:
  - i. Partner average scores for all interim assessment tested grades and subjects (all scores including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available)
  - ii. Partner 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.



## SCHEDULE B to SOW #2 re Data Sharing

Description of System(s) Used in the Transfer of School Partner Survey Data, frequency and Security Features

### System Description:

#### Cultivate Description:

This **Schedule B** shall serve as Teach For America- Ohio's official notification of the use of the Cultivate for Coaches student survey for professional development and organizational reporting. A joint program of UChicago Impact and UChicago Consortium, 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 Ohio 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 and UChicago Consortium staff and agents necessary for administration and reporting 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 shall 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 **Schedule B** shall serve as Teach For America Ohio’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 to 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.