



Dear Joshua Kincaid,

The following document is a proposed **data sharing agreement (DSA)** between Menifee County and Teach For America. Engaging in a data sharing agreement helps both Teach For America and our partners:

- **Improve coaching and support:** Teachers receive targeted coaching from TFA based on student data, leading to better outcomes in classrooms.
- **Strengthen program effectiveness:** Provide actionable insights to coaches and TFA leaders that are leveraged into supporting teachers to better meet student needs.
- **Advance educational excellence:** Identify and address gaps in student outcomes across classrooms and schools.
- **Measure program impact:** Examine insights into how TFA corps members contribute to student growth.
- **Protect student data:** Data is handled in full compliance with federal law. Data is only used as agreed upon in the DSA: to improve coaching, inform programmatic changes, and demonstrate impact.

Step 1: Review

Please review the language in the agreement and reach out to CD Morton at cd.morton@teachforamerica.org if you have any questions or requested revisions.

Step 2: Complete required information

Once the language in the agreement is amenable to both parties, please complete the following:

- **Section III. B. Duties of TFA:**
 - Identify and cite any State-level provisions or statutes that are relevant to the DSA and for/with which TFA should be aware and comply. Please let the contact named above know if you have added citations.
- **Section IV. General Provisions, Paragraph F. Notices:**
 - Fill in the table with the name and information for the person who should be contacted with any notices allowed or required under the agreement.
- **Section IV. General Provisions, Paragraph G. Point of contact:**
 - Fill in the field that asks for the name and email address of the point of contact for issues related to the exchange, storage, and security of data shared under the agreement. ***This will be the person that TFA staff first reach out to when making a request for data under the agreement.***
- **APPENDIX A - DATA ELEMENTS, FORM, FORMAT, FREQUENCY, AND SECURITY FEATURES, Assessments:**
 - Fill in the table at the top of **Appendix A** with the name(s) of each type of assessment that you administer to students, along with the grade levels that are tested.

Step 3: Sign and return

Please fill in the information, and have the person authorized to execute the agreement sign and date, within the table provided at the end of the body of the agreement.

Return the signed copy to CD Morton at cd.morton@teachforamerica.org.

Thank you for your partnership!

Menifee County 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,” “TFA,” or “Recipient”), and the Menifee County (“Partner”), (each a “Party” and collectively, the “Parties”).

WHEREAS, the Partner and Teach For America entered into a Professional Services Agreement (PSA) whereby Teach For America agreed to recruit, select, train and provide ongoing professional development to individuals committed to closing the achievement gap by serving as effective educators, which may include, but is not limited to Teach For America Corps Members, alumni, fellows and TFA Ignite Fellows, (“Participants”). The PSAs or MOUs covered by this DSA specifically relate to the Participants beginning their engagements with the Partner during the SY2026-27, SY2027-28, and SY2028-29 academic years;

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; evaluate and evolve our model for selecting new Participants; and support the Partner in improving educator development, effectiveness, and student outcomes. Teach For America also seeks to use summative data to report to its constituents (community partners, board members, and funders) 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; and

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 to data collected during the videotaping or audio recording of instruction within in-person or virtual spaces for the purpose of reviewing instructional techniques, which are then manually transferred or uploaded to Teach For America’s software and servers in connection with this DSA, as described more fully in **Appendix C**.
- E. “Ignite Student Survey Data” means and refers to student survey data collected through the Qualtrics survey administration platform from students participating in the Ignite program as described more fully in **Appendix D**.

- F. “Partner Survey Data” individually and collectively refers to both Cultivate Survey Data and Ignite Student Survey Data.
- G. “Pencil Spaces” refers to the virtual learning platform utilized for Ignite tutoring as described more fully in **Appendix E**, while “Pencil Spaces Data” refers to all data contained therein.
- H. “Partner Data” collectively refers to Student Record Data, Cultivate Survey Data, Ignite Student Survey Data, Pencil Spaces Data, and Video & Audio Data, referenced above.
- I. “Aggregate Partner Data” collectively refers to de-identified Partner Data aggregated with counts of no less than 5.
- J. “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.
- K. “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.
- L. “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
- M. “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 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. Teach For America’s designation as a school official extends to Teach For America staff and TFA contractors performing services on behalf of Teach For America.
- B. Programmatic Data Service Providers, as defined below, are not designated school officials under this Agreement. Partner’s authorization for data sharing with such vendors is provided pursuant to 34 CFR § 99.31(a)(6) and/or other applicable FERPA exceptions and the written agreements described herein.
- C. 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**. Access to Student Record Data at the individual student level will be limited solely to appropriate Teach For America staff and TFA contractors (collectively, “TFA Workforce,” meaning individuals working under TFA’s direct supervision to perform TFA’s institutional functions). TFA Workforce does not include Programmatic Service Providers identified in this Agreement or its Appendices. All Teach For America staff acknowledge 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. Teach For America staff who access student data receive annual training on the access and use of student data through our “Student Data Privacy Training.” TFA contractors will be contractually bound by equivalent confidentiality and data protection provisions. Programmatic Data Service Providers performing educational services (such as Pencil Learning Technologies, UChicago and other vendors outlined in the Appendices) 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.

- D. Cultivate Student Survey and Cultivate Survey Data. Participants teaching qualifying grade levels (5 – 12) will receive a unique link for student survey administration through UChicago Impact’s Survey Administration Tool. Participants will share the link with students, who will complete the survey online. 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 **Appendix B**. Access to Cultivate Survey Data will be limited solely to UChicago Impact and UChicago Consortium staff, Teach For America staff members, TFA contractors and Participants for ongoing coaching and development of Participants, as well as for programmatic improvement.
- E. Video & Audio Data. Participants will transfer or upload Partner Video and Audio Data to Teach For America in a form, format, frequency, and security feature mutually agreed by the Parties and set forth in **Appendix C**. Access to Partner Video and 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.
- F. Ignite Student Survey Data. Ignite site leaders will receive a link and unique survey access codes for student survey administration through the Qualtrics survey administration tool or another secure survey administration tool; individual access codes will be shared with students and responses will be kept confidential and stored on secure servers. Survey data will be collected in a form, format, frequency, and security feature mutually agreed by the Parties and laid forth in **Appendix D**. Access to student-level Ignite Survey Data will be limited solely to Teach For America Participants, staff members, TFA contractors, Ignite site leaders, and school leaders for ongoing program improvement and development.
- G. Pencil Spaces and Pencil Spaces Data. Ignite site leaders, Participants, and students will receive unique logins for Pencil Learning Technologies, Inc’s Pencil Spaces web-based platform associated with their school email address. Emails, logins, names, and all associated data from utilizing the platform will be stored on secure servers. Only Pencil Learning Technologies staff and agents necessary for software administration will have access to student, Ignite site leader, and Participant information as described in **Appendix E**. Access to Pencil Spaces Data will be limited solely to Teach For America Participants, staff members, TFA contractors, Ignite site leaders, and school leaders for tutoring administration, ongoing coaching and development of Participants, and program improvement.
- H. 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**).

- I. 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 TFA contractors using software services to securely house and host this data. No student identifiable information in the Partner Data may be shared with Programmatic Data Service Providers, not identified in the Appendices, without approval via an Additional Request as outlined in the Additional Requests section, below.
- J. Aggregated 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 § 99.31 (a) (6). Consistent with FERPA, Partner agrees that Teach For America will retain and use Aggregated 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 Aggregated 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. Teach For America will not share Aggregated 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.
- K. Additional Requests. Teach for America may obtain additional data, use of data, or use of 3rd party data tools or systems that collect or utilize FERPA-protected data or additional shares of FERPA-protected data with 3rd party programmatic data service providers, 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 Aggregated 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 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 any 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 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 **Appendix B** and **Appendix D**.
 - iv. Partner authorizes Teach For America to enter emails and names of students participating in Ignite tutoring into the Pencil Spaces web-based software for rostering and tutoring administration. Partner also authorizes Teach For America's Participants to record instruction in in-person or virtual spaces for review of instructional technique.
 - v. 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, especially as they relate to the collection of survey data, and video and audio recording 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:
- vi. Comply with all FERPA and PPRA provisions, and the Kentucky Department of Education Provision [INSERT CITATION]. Teach For America agrees to require all staff members, contractors, or agents to comply with this provision.
 - vii. Partner may require Teach For America to provide documentation of Teach For America's information security specifications prior to data transmittal.
 - viii. 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.
 - ix. 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. GENERAL PROVISIONS

- A. **TERM.** The Term of this Agreement shall begin on the Effective Date and shall cover Participants whose engagement with the Partner begins during the SY2026-27, SY2027-28, and SY2028-29 academic years. All provisions of this DSA shall be valid from the date of execution through December 31, 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 have completed their applicable term of engagement.
- 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/MOU.

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 related liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of the performance of this Agreement, whether such loss, expense, damage or liability was proximately caused in whole or in part by the gross negligence or willful misconduct 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:	Menifee County
Name, Title		Name, Title	
ADDRESS:		ADDRESS:	
TELEPHONE:		TELEPHONE:	
EMAIL:		EMAIL:	

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

Teach For America: Emaleigh Osborn, emaleigh.osborn@teachforamerica.org

Menifee County: Enter name and email address of the point of contact for technical issues regarding the exchange, storage, and security of data under this agreement

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:	Meniffee County
ADDRESS:		ADDRESS:	
TELEPHONE:		TELEPHONE:	
EMAIL:		EMAIL:	
SIGNATORY NAME (PRINT):		SIGNATORY NAME (PRINT):	
SIGNATORY TITLE:		SIGNATORY TITLE:	
SIGNATURE:		SIGNATURE:	
DATE:		DATE:	

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

Menifee County Assessments

At the time of execution of this DSA, Partner is administering the following assessments to students:

Type of assessment	Assessment(s) given to students enrolled at Menifee County	Grade levels tested
State assessments	•	•
English Language Proficiency (ex. TELPAS, ACCESS, WIDA, ELPA21)	•	•
Interim or benchmark assessments (ex. NWEA MAP Growth, Renaissance STAR, iReady)	•	•
College readiness/entrance (ex. ACT, SAT)	•	•
Early childhood/early literacy (ex. DIBELS, GOLD, CIRCLE)	•	•

Data Elements: *Course data & assessment results*

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):

Data source/type	Required data/variables	Helpful, but not essential variables
Partner information	- School year - Official LEA name - NCES District ID	<i>n/a</i>
Participant (i.e. Employee) information	- School year - Employee ID	- NCES School ID - School name - First name - Last name
Course information for linkage between Employee IDs and Student IDs	- School year - Employee ID - Subject area - Student ID	- Course ID - Course name - Course section ID
Student information	- School year - Student ID - Grade level <i>Required for Ignite tutoring only to match attendance data from Pencil Spaces to academic assessment data:</i> - First name - Last initial - Email address	- Gender - Race/ethnicity - English learner status (Y/N) - Low-income/free or reduced-price lunch eligibility status (Y/N) - IEP/special education status (Y/N) - Days present in school - Days enrolled in school

Data source/type	Required data/variables	Helpful, but not essential variables
State assessment	• School year • Student ID • Assessment title/name • Assessment subject • Scale score • Performance level • Percentile rank • Proficiency met (Y/N) • Student growth percentile	• Assessment subtest version • Assessment language • Grade level for which the assessment was designed • Growth met (Y/N) •
English Language Proficiency assessments	• School year • Student ID • Assessment title/name • Composite rating	• Reading score code • Reading scale score • Reading proficiency rating • Writing score code • Writing scale score • Writing proficiency rating • Listening score code • Listening scale score • Listening proficiency rating • Speaking score code • Speaking scale score • Speaking proficiency rating • Composite score • Yearly progress indicator
NWEA MAP Growth	• School year • Student ID • Term (Fall, Winter, Spring) • Assessment subject • RIT Score • RIT Percentile • Fall to Winter Met Projected Growth (Y/N) • Fall to Spring Met Projected Growth (Y/N)	• Winter to Spring Met Projected Growth (Y/N) • Fall to Winter Growth Percentile • Winter to Spring Growth Percentile • Fall to Spring Growth Percentile • Projected proficiency study • Projected proficiency level
Renaissance STAR	• School year • Student ID • Term (BOY, MOY, EOY) • Assessment subject • Scale score • Percentile rank • Student growth percentile (SGP) • Benchmark level	• Administration date • Grade equivalent

Data source/type	Required data/variables	Helpful, but not essential variables
iReady Inform (previously iReady Diagnostic)	- School year - Student ID - Administration date - Scale score 5-level overall relative grade level placement result - Annual typical growth measure - Annual stretch growth measure - Percentile rank	- ELA: Lexile measure - ELA: Lexile range - Math: Quantile measure - Math: Quantile range - Relative placements on subtests of ELA and Math assessments
Other interim or benchmark assessments not otherwise listed	- School year - Student ID - Term (BOY, MOY, EOY) - Assessment subject - Scale score - Percentile rank - Benchmark level	- Administration date - Any growth measures - Grade equivalent
ACT	- School year - Student ID - Administration date - Composite score	- English score - Math score - Reading score - Science score - Writing score - Composite national percentile - English national percentile - Math national percentile - Reading national percentile - Science national percentile - Writing national percentile
SAT	- School year - Student ID - Administration date - Total score	- Evidence-based reading and writing score - Math score - Total score national percentile - Evidence-based reading and writing national percentile - Math national percentile
CIRCLE	- School year - Student ID - Term - Assessment subject - CIRCLE subject subtest - Scale score - Proficiency status	Administration date

Data source/type	Required data/variables	Helpful, but not essential variables
DIBELS	• School year • Student ID • Term • DIBELS subject subtest • Scale score • National percentile rank • Benchmark level	• Administration date • Lexile measure
Other early childhood/early literacy assessments not listed	• School year • Student ID • Term (BOY, MOY, EOY) • Assessment subject • Scale score • Percentile rank • Benchmark level	• Administration date • Any growth measures • Grade equivalent •

Data Elements: *Participant data*

The following Participant data and variables are *helpful but not essential* to Teach For America’s data request:

- years employed with partner
- Teach For America affiliation (corps member/fellow/alumni)
- certification/license level
- teacher evaluation rating/ observation data (when **Attachment C** is completed)
- student/parent survey summary results (where available)

Aggregated Data

The following aggregate data are essential to Teach For America’s data request upon request and when this data is not publicly available:

- 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)
- 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)
- 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 has a written incident response plan, which includes 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 DATA, FREQUENCY, AND SECURITY FEATURES

System Description:

This **Appendix B** shall serve as Teach For America-Appalachia'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-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.

Survey items can be found for review here: [Cultivate Student Survey](#)

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 first initial, 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. 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.

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

System Description:

This **Appendix C** 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.

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.

APPENDIX D: DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF PARTNER IGNITE STUDENT SUREY DATA, FREQUENCY, AND SECURITY FEATURES

System Description:

This **Appendix D** shall serve as Teach For America-Appalachia's official notification of the use of an Ignite Student Survey administered through the Qualtrics platform for professional development and organizational reporting. The Ignite Student Survey is a feedback tool designed to support program leaders in creating learning environments that positively affect what students believe about themselves as learners and the strategies they employed in programming, ultimately improving student academic performance. This program includes student surveys for grades 3-12. The survey is crucial because it will provide program and school leaders with important information on students' perceptions of Teach For America programming. Below we've outlined the various ways Teach For America-Appalachia will utilize Ignite Student Survey data, including but not limited to:

- Teach for America program leaders utilize data to support fellow training and development, based on evidence from student surveys, and incorporate evidence-based best practices.
- Teach for America reports aggregate data as a key performance indicator for continuous improvement of programmatic supports.

Security Features:

Teach For America will administer the Ignite Student Survey to students in grades 3-12 participating in Ignite programming. The surveys will be administered using the Qualtrics Survey Administration Tool.

- Each Ignite site leader will receive a link and individual student access codes student survey administration.
- Student identification will be kept confidential and stored on secure servers for both outreach and survey administration. Only Teach For America staff necessary for administration of the survey will have access to student identifiers during administration.
- Only aggregate data (for schools with at least 5 students) will be reported to Ignite site leader on a password-protected basis.
- A limited number of Teach For America staff will have access to student-level data information through a password-protected system.
- Qualtrics will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of personally identifiable information (PII). Qualtrics will: (i) use reasonable efforts to secure physical premises where PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by to perform its obligations.

APPENDIX E: DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF PARTNER PENCIL SPACES DATA, FREQUENCY, AND SECURITY FEATURES

System Description:

This **Appendix E** shall serve as Teach For America-Appalachia's official notification of the use of the Pencil Learning Technologies, Inc's Pencil Spaces web-based software for Ignite tutoring administration, including rostering, attendance, student/tutor messaging, and virtual classroom hosting. The Pencil Spaces software is a virtual platform designed specifically for virtual instruction with students. The Pencil Spaces software also offers an AI Coach for Tutors, which provides Participants with personalized insights following a tutoring session, supporting Participants' self-reflection and continuous improvement. The AI Coach for Tutors feature summarizes the distribution of "talk time," highlights moments of positive engagement, and offers coaching suggestions to improve Participant efficacy.

Participants and students will log in to the Pencil Spaces platform, conduct tutoring using a video call in the space, and be able to use the virtual whiteboard and various learning tools provided in the platform. The following student data will be collected and stored through the Pencil Spaces software:

- Local student ID
- Student name (for attendance purposes)
- Student grade (rostering purposes)
- Student messages sent and received
- Tutoring session attendance
- Video recordings of sessions including students

Security Features:

- Pencil Learning Technologies, Inc. will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of personally identifiable information (PII). This includes protection against any reasonably anticipated threats or hazards to the security or integrity of such records.
- Pencil Learning Technologies, Inc. will limit access to educational records to individuals employed by or working with Pencil Learning Technologies, Inc. who have a legitimate educational interest and are authorized under FERPA.
- Pencil Learning Technologies, Inc. shall implement reasonable procedures to control access and maintain the confidentiality of Educational Records.