

**FAFSA DATA ACCESS AGREEMENT
BETWEEN THE MISSOURI DEPARTMENT OF HIGHER EDUCATION
AND
THE _____ SCHOOL-DISTRICT**

This Agreement (Agreement) is entered into by and between the Missouri Department of Higher Education (“MDHE”) an agency of the State of Missouri , 205 Jefferson Street, P.O. Box 1469, Jefferson City, Missouri 65102-1469, and
_____, School District (“The LEA”) located at
_____ Street, _____, MO. _____;

LEGAL AUTHORITY:

1. Both parties agree that all data sharing measures will be performed in accordance with the requirements of the following federal laws.

A. Section 483 (a)(1) of the HEA, 20 U.S.C. 1090(a)(10) authorized the U.S. Department of Education to disclose FAFSA (ISIR) data. The U.S. Department of Education (“USDE”) uses in the applicable System of Records Notice published under the Privacy Act of 1974, as amended, (5 U.S.C. 552a) authorizes the USDE to disclose FAFSA Institutional Student Information (“ISIR”) data and permits this disclosure of FAFSA data to MDHE in order to permit MDHE to determine an applicant’s eligibility for financial assistance under the state of Missouri’s financial aid programs. Further, in order to encourage and assist students with the completion of the FAFSA, MDHE may disclose the FAFSA Filing Status Information of a student to a Local Education Agency (“LEA”), including the secondary school where the student is or was enrolled, or to a designated entity to assist the student with the completion and submission of his or her FAFSA. (Federal Student Aid Application File Systems of Record Notice (Aug. 3, 2011. 76 Fed. Reg. 46774)

B. Family Education Rights and Privacy Act of 1974 (“FERPA”) 20 U.S.C. 1232g and its regulations codified at 34 CFR part 99 of Title 34 of the Code of Federal Regulations (as effective Jan. 3, 2012).

(1). FERPA paragraph 1232g(b)(1)(F) provides that education records and personally identifiable information (PII) may be released without student or parental consent to organizations administering student aid programs if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than the representatives of such organizations.

(2). Additionally, FERPA regulation §99.31(a)(3) allows for disclosure of PII from education records without consent to authorized representatives of a state or local education authority. This exception allows state agencies to disclose, without consent, PII from education records to audit or evaluate Federal or State supported education programs. Special safeguards to protect the privacy of PII will be following according to §99.35(a)(3).

(3) FERPA permits PII that is otherwise considered confidential under the FERPA to be shared or provided upon the written consent of the student, or their parent or guardian; and each individual student or their parents or guardians who have submitted PII and other information as part of the FAFSA process are informed about and have given their written consent to the provision of their FAFSA related data to the LEA that they are attending, to be used for the intended purposes, and thus pursuant to 34 CFR 99.30, MDHE is providing the LEA with this data and information in accordance with such consent and in compliance with the FERPA.

PURPOSE:

1. MDHE entered into an Agreement with the USDE, whereby MDHE was granted access to the web-based data provided through the Student Aid Internet Gateway (“SAIG”);
2. The LEA wishes to obtain data and information from MDHE, made available through the SAIG system, in order to assist the LEA in determining which of its students have not completed a “Free Application for Federal Student Aid (“FAFSA”);
3. The FAFSA application data provided to it by MDHE will enable the LEA to facilitate and encourage student utilization of financial assistance;
4. This Agreement is intended to aid the LEA’s students in obtaining financial assistance, thus enabling them to attend postsecondary education institutions;
5. The data that will be provided by MDHE to the LEA under this Agreement will include the filing status information of identified students of the LEA and such data constitutes personally identifiable information (PII), as defined by 34 CFR 99.3;

SCOPE:

1. **Disclosure of Data.** MDHE hereby agrees to disclose to the LEA FERPA-protected PII, education records and data obtained from the USDE’s SAIG website via EDConnect, for the sole purpose of allowing the LEA to determine which of its students have not completed the FAFSA application process, so that the LEA can encourage such students to do so.
2. **Sole Purpose Use.** The LEA agrees that it will not use the data and student information provided pursuant to this Agreement for any purpose other than that set forth and agreed to herein. Such data shall only be used by the LEA for the purpose of determining which of its current students have not begun or completed the FAFSA application process, so that the students thus identified may then be contacted by the LEA in order to counsel them and offer assistance and

encouragement in connection with such students completing the FAFSA application process, thereby promoting college access.

3. Data Disclosed and Disclosure Procedures.

A. MDHE will disclose to the LEA the following data and information using the secure protocol described in paragraph B of this section 3:

(1) The student's last name; (2) the student's first name; (3) the student's date of birth; (4) a FAFSA completion status flag, indicating one of the following statuses: FAFSA complete, FAFSA incomplete with errors or FAFSA incomplete with no signature; and (5) a FAFSA verification flag.

B. Such data shall be provided and transmitted to the LEA utilizing the following procedures and methods:

(1) The LEA's authorized representatives, listed in Attachment B, shall be the only persons permitted to login into the MDHE Secured FAFSA Completion Report and access information regarding FAFSA filing status for the LEA's students for whom they are responsible.

(2) Authorized representatives, listed in Attachment B, employed by the LEA will have access to the FAFSA completion data provided by MDHE in order to provide their students with advice, assistance and information concerning completion of the FAFSA application process. In no event shall any other individuals be permitted access to the MDHE provided data. In no event shall any of the authorized representatives of the LEA access MDHE provided data unless it concerns a student for whom they are personally responsible or with whom they are working.

4. Limitation on Disclosure and Re-disclosure of Data. The LEA agrees that it will not copy, use, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the stated purpose of this Agreement and complete the tasks associated with the purpose set forth in this Agreement. The LEA agrees that the data and PII provided to it by MDHE will only be used for the purpose of determining which of its current students have not already completed a FAFSA application, and that any data or information provided to it by MDHE will only be available to the agents or employees of the LEA who need access to the data in order to make that determination. The LEA agrees that all transmittals of paper or analog versions of the data and information provided by MDHE shall be conducted in the most secure means possible and in

accordance with all applicable FERPA requirements. Any electronic transmissions shall be via secure encrypted transmission.

5. **All Disclosed Data Subject to FERPA.** The LEA agrees and understands that all copies of or information derived from records or data disclosed to the LEA pursuant to this agreement, of any type and in any form or format are also subject to this Agreement and the FERPA, and that such copies and related information must be protected and kept confidential in the same manner as the originally provided data.

6. **No Transfer of Data or Data Ownership.** MDHE in no way assigns ownership of any PII or education record data to the LEA or any of its agents, employees or third party contractors. Except as otherwise provided in this Agreement, the ability to access, maintain, or utilize data obtained from MDHE pursuant to this Agreement will not under any circumstances transfer from the LEA or be assigned by the LEA to any other individual, institution, organization, government or entity. The LEA may not provide access to the data, or copies thereof, to any third party or contractor, without that third party or contractor first being required to enter into a data sharing Agreement with MDHE.

7. **Data Destruction.**

A. The LEA agrees to completely and permanently destroy all PII, education records, data and/or confidential information (in any medium) obtained from MDHE or copies made of or derived from records, data, PII or confidential information provided by MDHE pursuant to this Agreement, within 180 days following the completion of the task for which such copies were created or obtained, or immediately upon termination of this Agreement.

B. The LEA will promptly inform the MDHE Director of Data and Research Services or their designee in writing each time such copies, records, data, and/or information are destroyed pursuant to this Agreement. Such notification shall describe the data and information destroyed, the date of the destruction, the method of destruction utilized by the LEA and whether, prior to destruction, such PII, education records, data and/or information were in the possession of the LEA or one of its agents or contractors.

C. MDHE reserves the right under this Agreement to inspect the LEA at any time to determine whether this section has been complied with.

8. **Segregation of Data.** The LEA agrees to segregate from all other data any MDHE-provided data obtained pursuant to this Agreement and agrees that such data shall never be commingled with other data except as necessary to complete the FAFSA filing status determination purpose otherwise described in this Agreement. If any exception to this provision becomes necessary, prior to any commingling of data the LEA shall obtain written permission from MDHE. Further, the LEA agrees to

maintain confidentiality of any such commingled data and insure that all applicable FERPA requirements are followed for any such commingled data.

9. Limitation on Disclosure of MDHE-Provided Data/FERPA Training/Individuals

Bound to Agreement. The LEA will take reasonable precautions to protect the confidentiality of PII derived from MDHE-provided PII or education record data or information described in this Agreement. The LEA will limit disclosure of PII and education records and data obtained pursuant to this Agreement to only those authorized individual(s) who have a legitimate need to access the data in order to fulfill the purposes of this Agreement and who are engaged in tasks directly related to the purposes of this Agreement. The LEA affirms and agrees that each of its employees or agents who will have access to such data obtained pursuant to this Agreement has been properly trained with regard to what they must do in order to comply with the FERPA.

10. Monitoring Compliance. MDHE shall be allowed to conduct audits, access records, interview the LEA's employees, and otherwise monitor the LEA's activities in order to affirm that appropriate FERPA-compliant policies, procedures and practices are in place and have been followed in connection with insuring the confidentiality of all PII education record data or information obtained from MDHE.

11. Breach of Confidentiality Incident Reporting. In the event that the LEA or any person, employee, agent, or other third party working with or for the LEA, directly or indirectly discloses PII or education records or data obtained from MDHE or becomes aware of any actual or possible breach of confidentiality of any PII or education records or data obtained from MDHE in any manner other than that described in this agreement, the LEA shall immediately make every reasonable effort to recover the data and rectify the situation, and shall take all other actions required under the FERPA. No later than twenty-four (24) hours after learning of an actual or possible breach of confidentiality, the LEA shall report to MDHE such actual or possible breach or any unauthorized disclosure of FERPA protected records or data provided to it pursuant to this Agreement. This initial notification must be given through a phone call to the MDHE Financial Aid Student Assistance Associate or their designee. The LEA shall provide a detailed written follow up report of such matters to MDHE within no more than two (2) business days following that phone call. As requested by MDHE, the LEA shall continue to provide information and reports on any actual or possible breach of confidentiality until such time as MDHE determines that all matters surrounding such breach have been satisfactorily resolved. If a breach of confidentiality has occurred or may have occurred, MDHE may immediately terminate or suspend any data sharing agreement(s) between it and the LEA in effect at the time of the prohibited disclosure and may henceforth bar the LEA from future data access agreements for a period of five (5) years. The LEA agrees to fully cooperate with MDHE in taking any and all actions deemed necessary or required in order to address, and if possible rectify, any breach of confidentiality.

12. Reports. Neither the LEA, nor any of its authorized individuals shall publish or

distribute any document or report containing the analysis or results of the FAFSA data matching project described in this Agreement in a manner that in any way discloses the identity of any individual or from which the identity of any individual could be reasonably ascertained.

OTHER PROVISIONS

13. **Contacts.** The persons directly responsible for managing the data covered by this Agreement, and who shall serve as contacts are:

For MDHE:

Leroy Wade, Deputy Commissioner
205 Jefferson Street
Jefferson City, Missouri 65102-1469
(573) 751-2361
Leroy.Wade@dhe.mo.gov

For _____

Name

Job Title

Address

City, State and Zip Code

Telephone number

Email address

TERM, TERMINATION OR AMENDMENT OF AGREEMENT

14. **Ongoing Provisions.** All terms, obligations and conditions of this Agreement that relate to the FERPA and confidentiality of data and information disclosed to the LEA pursuant to this Agreement shall continue and be in force until such time as all such terms, obligations and conditions have been satisfactorily met, performed or completed. In addition, the terms concerning destruction of data, non-disclosure and confidentiality requirements of this Agreement shall survive the termination of this Agreement and remain in effect as long as the LEA or any person or entity who is or has been under the LEA's direction or control retains or possesses any record(s), information or data subject to this Agreement.
15. **Term.** With the exception of the terms relating to the FERPA and confidentiality, all other terms and conditions of this Agreement shall remain in full force and effect for three (3) years, commencing from the date all parties have fully executed this Agreement. After three (3) years, the agreement will automatically renew annually unless either party terminates the agreement under the conditions

of Section 16. of this agreement.

16. **Termination.** If either party wishes to terminate this Agreement prior to the annual expiration date for any reason not connected with a breach of the Agreement, the requesting party must notify the other in writing of its desire to terminate at least sixty (60) days prior to the desired annual termination date. The required prior notification of early termination shall not apply to termination by MDHE as a result of any breach or possible breach of the non-disclosure or confidentiality requirements of this Agreement.
17. **Amendment.** This Agreement may only be modified or amended upon the mutual written and signed agreement of the parties. If either party wishes to amend any portion of this Agreement, the initiating party must notify the other in writing of the desire to renegotiate one or more provisions of the Agreement, shall identify the provision for which amendment is sought, and shall provide suggested amendatory language.

COMPLETE AGREEMENT

18. This Agreement supersedes all prior understandings or oral agreements about the subject matter contained in this Agreement.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS
FAFSA DATA ACCESS AGREEMENT:

Missouri Department of Higher Education
Leroy Wade, Interim Commissioner
205 Jefferson Street, PO Box 1469
Jefferson City, MO 65102-1469

Date

Signature

Date

Printed Name

Superintendent
Name of School District
Address
City, State and Zip Code

ATTACHMENT A

Acknowledgment

I, _____, am an authorized representative of the LEA. I acknowledge that all persons who will have access to the Confidential Information, and any records created in extracting and using Confidential Information, will be advised of the confidential nature of the information, the safeguards required under this Agreement to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in applicable Missouri and federal laws.

I acknowledge that all persons who have or will have access to Confidential Information pursuant to this Agreement have been or will be instructed of the terms of this Agreement prior to receiving access to Confidential Information, will adhere to the confidentiality requirements and procedures of this Agreement, and will agree to report any infraction of these rules to MDHE fully and promptly in accordance with this Agreement.

I agree to review the authorized representatives list in Attachment B at least annually and if necessary will provide the updated attachment to MDHE.

Superintendent of the LEA

Date:

ATTACHMENT B

Authorized Representatives

The employees on the attached list are authorized to request, access, and/or use the Confidential Information authorized under this Agreement.

The parties agree that this list may be modified in writing by the LEA. Once received by MDHE, such modified list will become part of this Agreement.

The authorized representatives are required to access the MDHE Secured FAFSA Completion Report at a minimum of every 12 months or MDHE shall inactivate access to the report.

Superintendent of the LEA

Date:

LEA CONTACTS:

Name:	Job Title:	Building/School:
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*If the authorized representative will have access to multiple buildings/schools, please list each one of those below that authorized representative.