

FAFSA DATA ACCESS AGREEMENT
BETWEEN THE MISSOURI DEPARTMENT OF HIGHER EDUCATION
& WORKFORCE DEVELOPMENT
AND THE _____ SCHOOL DISTRICT

This Agreement (Agreement) is entered into by and between the Missouri Department of Higher Education & Workforce Development (“MDHEWD”), an agency of the State of Missouri, 301 West High Street, P.O. Box 1469, Jefferson City, Missouri 65101, 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 (“USDE”) to disclose FAFSA Institutional Student Information (ISIR) data. The 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 ISIR data and permits this disclosure of ISIR data to MDHEWD in order to permit MDHEWD 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, MDHEWD 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 followed according to §99.35(a)(3).

(3) FERPA permits PII that is otherwise considered confidential under 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, MDHEWD is providing the LEA with this data and information in accordance with such consent and in compliance with the FERPA.

PURPOSE:

1. MDHEWD entered into an Agreement with the USDE, whereby MDHEWD 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 MDHEWD, 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 MDHEWD 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 MDHEWD 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.** MDHEWD 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. MDHEWD 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 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 A, shall be the only persons permitted to login into the MDHEWD 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 A, employed by the LEA will have access to the FAFSA completion data provided by MDHEWD 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 MDHEWD provided data. In no event shall any of the authorized representatives of the LEA access MDHEWD provided data unless it concerns a student for whom they are personally responsible or with whom they are working.

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 MDHEWD 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 MDHEWD 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 MDHEWD 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.

4. 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.

5. No Transfer of Data or Data Ownership. MDHEWD 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 MDHEWD 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 MDHEWD.

6. 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 MDHEWD or copies made of or derived from records, data, PII or confidential information provided by MDHEWD 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 MDHEWD 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. MDHEWD reserves the right under this Agreement to inspect the LEA at any time to determine whether this section has been complied with.

7. Segregation of Data. The LEA agrees to segregate from all other data any MDHEWD- 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 MDHEWD. 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.

8. Limitation on Disclosure of MDHEWD-Provided Data/FERPA Training/Individuals Bound to Agreement. The LEA will take reasonable precautions to protect the confidentiality of PII derived from MDHEWD-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.

9. Monitoring Compliance. MDHEWD 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 MDHEWD.

10. 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 MDHEWD or becomes aware of any actual or possible breach of confidentiality of any PII or education records or data obtained from MDHEWD 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 MDHEWD 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 MDHEWD Financial Aid Student Assistance Associate or their designee. The LEA shall provide a detailed written follow up report of such matters to MDHEWD within no more than two (2) business days following that phone call. As requested by MDHEWD, the LEA shall continue to provide information and reports on any actual or possible breach of confidentiality until such time as MDHEWD determines that all matters surrounding such breach have been satisfactorily resolved. If a breach of confidentiality has occurred or may have occurred, MDHEWD 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 MDHEWD in taking any and all actions deemed necessary or required in order to address, and if possible rectify, any breach of confidentiality.

11. **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

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

For MDHEWD:
Leroy Wade, Deputy Commissioner
301 West High Street
Jefferson City, Missouri 65101
(573) 751-2361
Leroy.Wade@dhewd.mo.gov

For School District:
Contact listed in Attachment A, and updated as necessary.

TERM, TERMINATION OR AMENDMENT OF AGREEMENT

13. **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.
14. **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.
15. **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 MDHEWD as a result of any breach or possible breach of the non-disclosure or confidentiality requirements of this Agreement.

16. **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.

17. By signing below, the LEA acknowledges and agrees that:

- A. 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; and
- B. 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 MDHEWD fully and promptly in accordance with this Agreement; and
- C. The LEA will review the authorized representatives list in Attachment A at least annually and if necessary will provide the updated attachment to MDHEWD.

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:

Signature of Superintendent

Date

Printed Name

Missouri Department of Higher Education
& Workforce Development
Dr. Bennett Boggs, Commissioner

Date

ATTACHMENT A

Authorized Representatives of _____
School District

LEA Contacts:

	Superintendent	District Contact
Name		
Address		
Phone		
Email		

LEA Authorized Users:

The district employees listed below and/or 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 by submitting a new Attachment A. Previously authorized users must be included in the list or MDHEWD shall inactivate access to the report. Once received by MDHEWD, such modified list will replace previous Attachments A and become part of this Agreement.

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

Superintendent Signature

Date

Name:	Job Title:	*Building/School:	Email Address:

*If the authorized representative will have access to multiple buildings/schools, please list each one of those below that authorized representative.