

**KENTUCKY HIGHER EDUCATION ASSISTANCE AUTHORITY
FAFSA COMPLETION INITIATIVE
DATA SHARING AGREEMENT**

This Data Sharing Agreement is entered into by and between the Board of Education of Jefferson County (hereinafter "District") and the Kentucky Higher Education Assistance Authority (hereinafter "KHEAA"). This Agreement shall be effective upon the date signed by the parties and shall continue until such time as either party notifies the other in written of its intent to terminate the Agreement.

Whereas, the District desires KHEAA to provide certain data pertaining to the Free Application for Federal Student Aid (FAFSA) completion status of its students; and

Whereas, KHEAA has been authorized to provide such data by the United States Department of Education (hereinafter "Department") for the purposes of increasing the FAFSA completion rate among eligible high school students and is willing to undertake this obligation.

Now, therefore, it is understood and agreed to by District and KHEAA as follows:

DEFINITIONS

For the purposes of this Agreement, the following definitions shall be applicable.

"Confidential information"/"confidential data" shall refer to any non-public information regarding an individual student.

"Data" shall refer individually and collectively to the FAFSA data elements which KHEAA will provide to District, specifically (1) the student's last name; (2) the student's first name and middle initial; (3) the student's date of birth; (4) the student's zip code; (5) the date the FAFSA form was submitted to the Department; (6) the date the Department processed the FAFSA; (7) a flag indicating the need for the FAFSA applicant to provide additional information, if applicable; and (8) a FAFSA completion status.

"FERPA" shall refer to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), the Federal law that protects the privacy of student education records.

"PII" shall refer to personally identifiable information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

"Third Party" shall refer to any individual or entity who is not a direct employee of the District.

KHEAA OBLIGATIONS

KHEAA shall provide to District the FAFSA Filing Status data as set forth in this Agreement.

KHEAA shall provide the FAFSA completion data only to the school/district which the student has self-identified as his or her high school on the FAFSA form.

KHEAA shall maintain ownership of any and all data shared pursuant to this Agreement. District shall not obtain any right, title or interest in any of the data furnished by KHEAA.

KHEAA shall insure that no identifying information be transmitted through unsecured connections. All data exchanges will be conducted through a secured portal established and maintained by KHEAA. KHEAA will supply a login and password to District in order to access the data. These credentials shall be used exclusively by the District's Designated Point of Contact identified elsewhere in this Agreement. No other individual shall be authorized to utilize the supplied credentials or access the shared data.

DISTRICT OBLIGATIONS

District shall insure the security of any and all data disclosed pursuant to this Agreement and shall utilize said data only as more fully set forth below.

Use of Data. District may utilize the confidential data provided by KHEAA pursuant to this Agreement only to identify which of its students have or have not yet completed a FAFSA and to encourage those who have not to do so.

Non-disclosure of Data. District shall make no further disclosure of the confidential data provided by KHEAA. District is specifically prohibited from re-disclosing any KHEAA-provided data to a third party.

Safeguards. District agrees to take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this Agreement. District agrees to abide by all federal regulations, including FERPA. KHEAA must ensure that no identifying information will be transmitted through unsecured telecommunications, including unsecured Internet connections.

Reasonable Methods. District agrees to utilize "reasonable methods" to ensure to the greatest extent practicable that District and its Designated Point of Contact accessing data are FERPA-compliant.

Confidentiality. District agrees to protect data and information according to acceptable standards and no less rigorously than it protects its own confidential information. Identifiable level data will be not be reported or made public.

Reporting. District shall report to KHEAA within 48 hours of District becoming aware of any use or disclosure of the confidential information in violation of this Agreement or applicable law.

Public Release. No confidential information will be publicly released.

Proper Disposal Methods. Upon termination of this Agreement, District shall insure the proper disposal of all KHEAA-provided confidential data. In general, proper disposal methods may include, but are not limited to:

- a. For PII in paper records, shredding, burning, pulping, or pulverizing the records so that PII is rendered essentially unreadable, indecipherable, and otherwise cannot be reconstructed.
- b. For PII on electronic media, clearing (using software or hardware products to overwrite media with non-sensitive data), purging (degaussing or exposing the media to a strong magnetic field in order to disrupt the recorded magnetic domains), or destroying the media (disintegration, pulverization, melting, incinerating, or shredding).
- c. Other methods of disposal also may be appropriate, depending on the circumstances. Organizations are encouraged to consider the steps that other data professionals are taking to protect student privacy in connection with record disposal.

Data Ownership. KHEAA is the data owner. District does not obtain any right, title, or interest in any of the data furnished by KHEAA.

Data Breach. In the event of a data breach, District will be responsible for contacting and informing any parties, including students, which may have been affected by the security incident. By signing this written Agreement on behalf of District, the signatory accepts responsibility for data security.

LIABILITY

Each Party to this Agreement shall be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by Kentucky law. This obligation shall survive termination of this Agreement.

DESIGNATION OF AUTHORIZED REPRESENTATIVE

The District Superintendent will designate one point of contact to serve as the Data Custodian and administer the District's responsibilities under this agreement. Said point of contact shall receive program related communications and information. Any change of such the designated representative shall be promptly reported by the District KHEAA.

District High School(s) Participating in the FAFSA Completion Initiative

High School Name

High School Location (City)

See Attached	

IN WITNESS WHEREOF, this agreement has been executed by the undersigned parties.

Executive Director

KHEAA
P.O. Box 798
Frankfort, Kentucky 40602-0798

Superintendent Signature

Superintendent Printed Name

District Address

Date

Date

Reviewed as to Form and Legality:

Diana L. Barber
KHEAA General Counsel

Jefferson County Public School
2015 FAFSA Completion Initiative Participants

num	name	address	city	zip	phone	principalName
018	Atherton High School	3000 Dundee Road	Louisville	40205	(502)485-8202	Thomas Aberli
105	Ballard High	6000 Brownsboro Road	Louisville	40222	(502)485-8206	Jim Jury
165	Brown School	546 S First Street	Louisville	40202	(502)485-8216	Tim Healy
045	Butler Traditional High School	2222 Crums Lane	Louisville	40216	(502)485-8220	William Allen
179	Central High School	1130 W Chestnut Street	Louisville	40203	(502)485-8226	Daniel Withers
100	Doss High	7601 St. Andrews Church Road	Louisville	40214	(502)485-8239	Ken Moeller
200	Dupont Manual High	120 West Lee Street	Louisville	40208	(502)485-8241	Jerry Mayes
007	Eastern High	12400 Old Shelbyville Road	Louisville	40243	(502)485-8243	Lana Kaelin
057	Fairdale High School	1001 Fairdale Road	Louisville	40118	(502)485-8248	Brad Weston
012	Fern Creek Traditional High	9115 Fern Creek Road	Louisville	40291	(502)485-8251	Nathan Meyer
335	Iroquois High	4615 Taylor Blvd	Louisville	40215	(502)485-8269	Chris Perkins
065	Jeffersontown High School	9600 Old Six Mile Lane	Louisville	40299	(502)485-8275	Marty Pollio
047	Louisville Male High School	4409 Preston Highway	Louisville	40213	(502)485-8292	Jim Jury
155	Moore Traditional School	6415 Outer Loop	Louisville	40228	(502)485-8304	Vicki Lete
075	Pleasure Ridge Park High	5901 Greenwood Road	Louisville	40258	(502)485-8311	Kim Salyer
073	Seneca High	3510 Goldsmith Lane	Louisville	40220	(502)485-8323	Kim Harbolt
031	Southern High School	8620 Preston Highway	Louisville	40219	(502)485-8330	Bryce Hibbard
590	The Academy @ Shawnee	4001 Herman Street	Louisville	40212	(502)485-8326	Houston Barber
033	Valley High School	10200 Dixie Highway	Louisville	40272	(502)485-8339	Rob Stephenson
051	Waggener High School	330 S. Hubbards Lane	Louisville	40207	(502)485-8340	Katy Zeitz
084	Western High School	2501 Rockford Lane	Louisville	40216	(502)485-8344	Michael Newman
129	Breckinridge Metropolitan High	1128 East Broadway	Louisville	40204	(502)485-6678	Butch Cripe
467	Buechel Metropolitan High	1960 Bashford Manor Lane	Louisville	40218	(502)485-8316	Joey Riddle
174	JCPS Eschool	900 South Floyd Street	Louisville	40203	(502)485-3173	Jerry Keepers
951	Jefferson County High School	900 South Floyd Street	Louisville	40203	(502)485-3173	Jerry Keepers
030	Liberty High School	3307 East Indian Trail	Louisville	40213	(502)485-7100	Iman Talaat
050	South Park TAPP	1010 Neighborhood Place	Louisville	40118	(502)485-8748	Delana Alexander
201	The Phoenix School Of Discovery	3417 Pulliam Dr.	Louisville	40218	(502)485-7700	Mark Sauer
916	Westport TAPP	8800 Westport Road	Louisville	40242	(502)485-8347	Delana Alexander

POINT OF CONTACT FORM

FAFSA COMPLETION INITIATIVE AND KENTUCKY EDUCATIONAL EXCELLENCE SCHOLARSHIP PROGRAM

Reports for the FAFSA Completion Initiative (FCI) will be available through KHEAA's secure website from January to early April each year. The sign on used to access your district's FCI reports will be the same sign on used for administration of the Kentucky Educational Excellence Scholarship (KEES) program. Therefore, to retain the integrity of KEES data, it is imperative the user ID/password for KHEAA's website access not be shared or distributed to staff in the district that are not responsible for KEES administration.

Listed below are the persons KHEAA currently has on file as the authorized users (and future FCI point of contact) for your school district.

District Name: Jefferson County Public Schools

Contact 1 KEES File Upload and Yearly Reporting
KEES/FCI Contact Name: Steve Thomas
KEES/FCI Contact Phone: 502-485-3432
KEES/FCI Contact Email: steve.thomas@jefferson.kyschools.us

Contact 2 KEES Error Correction and Student Maintenance
KEES/FCI Contact Name: Sarah Potter
KEES/FCI Contact Phone: 502-485-3255
KEES/FCI Contact Email: sarah.potter@jefferson.kyschools.us

Initial beside the statement that best describes the persons listed above.

☒ The contact information is CORRECT.

☐ The contact information is NOT CORRECT. I am requesting KHEAA's system is updated as follows:

Please print legibly

Contact Type (from above): _____

Contact Name: _____

Contact Title: _____

Contact Phone: (____) _____

Contact Email: _____

COMPLETED BY

Signature: Pamela Royster

Printed Name: Pamela Royster

Title: Specialist

Date: 11-15-2014

NOTE: Tamara Lewis will be the FCI contact
w/ data exchanged via Tumbleweed (502)
Tamara.lewis@jefferson.kyschools.us 485-3066