

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

This Data Sharing Agreement is entered into by and between Spencer County Schools (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.

Nondisclosure 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.

High School Name

High School Location (City)

Taylorville, KY

Executive Director



Superintendent Signature

Charles Heims

Superintendent Printed Name

207 West Main St.

District Address

Taxlsruhe, KY 40071

2018/19

Date _____

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POINT OF CONTACT FORM

FAFSA COMPLETION INITIATIVE

Reports for the FAFSA Completion Initiative (FCI) will be available through KHEAA's secure website from January to early April each year. KHEAA will assign a unique user ID and password to each district to specifically for the purpose of accessing FCI data.

Please complete the form below to designate your district's FCI point of contact. The designee should be a direct employee of the district in order to comply with requirements of the FAFSA Initiative Data Sharing Agreement.

Please print legibly

District Name: Spencer County

FCI Contact Name: Brandy Scott

FCI Contact Title: Career & College Coach

FCI Contact Phone: (502) 477-3255

FCI Contact Email: brandy.scott@spencer.kyschools.us

AUTHORIZED BY

Signature: Charles Adams

Printed Name: Charles Adams

Title: Superintendent

Date: 12/18/14