



**FAFSA / DREAM ACT COMPLETION
PROGRAM AGREEMENT**

Name of LEA/School District : _____

Address: _____

Identification No. _____

If using US Postal Service, please return to:
California Student Aid Commission
Program Administration & Services
Division ATTN: _____
P.O. Box 419028
Rancho Cordova, CA 95741-9028

If using another delivery service, return to:
California Student Aid Commission
Program Administration & Services
Division ATTN: _____
11040 White Rock Road
Rancho Cordova, CA
95670

ARTICLE I – FAFSA / DREAM ACT COMPLETION PROGRAM – AUTHORITY

The California Student Aid Commission (“Commission”) is a State Grant Agency authorized to receive certain data received or generated by the U.S. Department of Education (“Department”) concerning Free Application of Federal Student Aid (FAFSA) applicants because it administers State programs that provide financial assistance to students attending institutions of higher education. The Commission and the Department have entered into a Student Aid Internet Gateway Agreement (“SAIG Agreement”) that authorizes the Commission to, among other things, disclose limited Institutional Student Information Record (ISIR) information to local educational agencies and secondary schools related to the determination of the completion status of a student’s FAFSA and to facilitate providing assistance to such students in completing the FAFSA.

This Agreement establishes the conditions under which the Commission will disclose, and a Local Educational Agency (LEA) or Secondary School will receive, limited ISIR information as permitted under the terms of the SAIG Agreement. Disclosure of the limited ISIR data will be restricted to those students with whom the LEA or Secondary School has an “established relationship” as defined herein. The Local Educational Agency or Secondary School will be authorized to use the ISIR information for purposes of determining the completion status of a student’s FAFSA and/or facilitating the delivery of assistance to students in completing the FAFSA.

This Agreement governs the terms and conditions of the eligibility of an LEA or Secondary School to participate in the FAFSA Completion Program. The Agreement also governs the terms and conditions under which an LEA or Secondary School receives information from the Commission for California DREAM Act students. An LEA’s or Secondary School’s failure to comply with the administrative and/or information security responsibilities set forth in this Agreement may result in the termination of this Agreement.

ARTICLE II – FAFSA / DREAM ACT COMPLETION PROGRAM – AGREEMENT

This Agreement is between the Commission and _____, an entity that is qualified to enter into this Agreement, as a result of its status as an: (check one)

- LOCAL EDUCATIONAL AGENCY.** A Local Educational Agency is a public board of education or other public authority legally constituted with a State for either administrative control of or direction of, or to perform service functions for, public elementary or secondary schools in a city, county, township, school district or other political subdivision of a State; or such combination of school districts or counties a State recognizes as an administrative agency for its public elementary schools and secondary schools; or any other public institution or agency that has an administrative control and direction of a public elementary or secondary school.
- SECONDARY SCHOOL.** A day or residential school that provides secondary education as determined under State law.

The primary purpose of releasing limited ISIR data and/or California DREAM Act data containing personally identifiable student information is to allow the LEA or Secondary School to assist those students with whom it has an established relationship to use the ISIR / Cal ISIR information for purposes of determining the completion status of a student's FAFSA and/or facilitating the delivery of assistance to students in completing the FAFSA / DREAM Act. For purposes of this Agreement, an LEA or Secondary School has an established relationship with a student as follows:

LEA: An established relationship exists between a student FAFSA applicant and an LEA where the student applicant is enrolled in a secondary school under the legal authority of the LEA or the LEA otherwise is providing services to the FAFSA applicant.

SECONDARY SCHOOL: An established relationship exists between a student FAFSA applicant and a Secondary School where the student FAFSA applicant is enrolled in the secondary school itself or the secondary school otherwise is providing services to the FAFSA applicant.

This Agreement to allow the release of personally identifiable student information is written under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. For those students with whom the LEA / Secondary School has an established relationship, the Commission may release the following FAFSA Filing Status Information from the ISIR and/or the DREAM Act Filing Status Information from the Cal ISIR:

- Student's first name;
- Student's last name;
- Student's date of birth;
- Student's ZIP Code;
- FAFSA submitted date (the date the FAFSA was submitted to the Department);
- FAFSA processed date (the date the Department processed the FAFSA);
- a Selected for Verification flag; and
- a FAFSA completion flag, as determined by the Agency (e.g., FAFSA not submitted, FAFSA complete, or FAFSA incomplete).

The Commission will release this student information with the understanding that:

- No individual student data shall be identifiable in any reports not created specifically for the LEA or Secondary School;
- Qualified personnel at the LEA or Secondary School shall be proficient and experienced in managing secure, confidential data. The LEA or Secondary School agrees to restrict distribution of the ISIR data to qualified personnel; in no event will any personally identifiable information be released to any person or organization other than the qualified personnel of the LEA or Secondary School;
- Student data files shall be returned or destruction when no longer needed for the purposes for which the agreement to release personally identifiable information is drawn;

- The LEA / Secondary School shall adhere to all legal requirements, including but not limited to the Federal Family Educational Rights and Privacy Act (20 USC 1232g). Should the LEA, its agents, or assignees; the Secondary School, its agents, or assignees; or the United States Department of Education determine that release of data under this agreement does not satisfy the requirements of 20 USC 1232g, any of the parties to this agreement may terminate this agreement and demand the destruction or return of all data supplied by the parties and all data matched or derived there from within three (3) working days;
- The Commission reserves the right to withhold personally identifiable student data from the LEA / Secondary School at any time.

ARTICLE III – FAFSA COMPLETION PROGRAM – INFORMATION SECURITY PROVISIONS

The Information Security components of this Agreement are to control access to the Commission's information processing facilities and data, as well as, to provide procedure for oversight of the LEA or Secondary School's compliance with the provisions of this Agreement.

The LEA or Secondary School agrees to comply with all applicable federal, state, and local information security, confidentiality and privacy laws and regulations, Commission policies and requirements pertaining to the proper access, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information maintained on the Commission's Grant Delivery System (GDS) WebGrants system and/or pertaining to the Commission, its programs, and its program applicants and/or recipients.

The LEA or Secondary School will execute a Grant Delivery System (GDS) WebGrants Information Security and Confidentiality Agreement and, at all times, comply with the terms and conditions thereof, prior to gaining access to the GDS WebGrants system. The signed GDS-WebGrants Information Security and Confidentiality Agreement must be received and approved by the Commission prior to any access being granted to the LEA or Secondary School.

The Commission reserves the right to monitor or revoke access to the Commission's network and data by an LEA or Secondary School, or any individual staff member(s) of the entity.

Administrative Authorization for Access and Roles/Responsibilities

- A. The LEA or Secondary School will use the FAFSA Filing Status Information provided under the terms of this Agreement only for purposes that are consistent with section 483(a)(3)(E) of the Higher Education Act of 1965, as amended (HEA).
- B. The LEA or Secondary School will comply, as applicable, with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g and its regulations codified at 34 CFR part 99).
- C. The LEA or Secondary School will not re-disclose or share the FAFSA Filing Status information or DREAM Act Filing Status information obtained from the Commission in personally identifiable form other than (1) to the FAFSA / DREAM Act applicant and to the FAFSA / DREAM Act applicant's parents if the applicant is under age 18, to the applicant if the applicant is age 18 or older or enrolled in a post-secondary institution, or to any other party with the consent of the FAFSA / DREAM Act applicant or consent of the FAFSA / DREAM Act applicant's parents if the FAFSA / DREAM Act applicant is under the age of 18, or (2) if required to do so by law and if

such use is consistent with all applicable privacy laws, including the privacy provisions of section 483(a)(3)(E) of the HEA, 20 U.S.C. 1090(a)(3)(E) and FERPA.

- D. The LEA or Secondary School shall restrict access to the data provided under this Agreement to only those authorized personnel who need the data to perform their official duties in connection with the uses of the data authorized in this Agreement.
- E. The LEA or Secondary School will advise all personnel with access to the data provided under this Agreement of the confidential nature of the data, the safeguards required to protect the data, and criminal sanctions for noncompliance under applicable Federal, State or local laws.
- F. The LEA or Secondary School will maintain a historical record that identifies to the Commission or its representative, the identification of the individual(s) with access to the Commission's network for three (3) years following the last day of the award year.
- G. The LEA or Secondary School will immediately disable the password and ID of any employee or agent of the LEA or Secondary School whose change in employment status or duties no longer requires access to the Commission's network or data. Copies of this documentation shall remain at the LEA or Secondary School.
- H. The LEA or Secondary School will ensure that all employees or agents who require WebGrants (GDS) access will sign a "Grant Delivery System (GDS) WebGrants User Access Request Form" prior to being granted access to the WebGrants System. Such access will be granted for a period of time not to exceed one (1) year, and shall be renewed upon completion of either an annual Commission-supplied or Institutional-supplied training in areas of information security, privacy and confidentiality. Copies of this documentation shall remain at the Institution.

Data Security

- A. The LEA or Secondary School will protect the integrity of the FAFSA Filing Status information / DREAM Act Filing Status information received under this Agreement from unauthorized access, use or re-disclosure.
- B. The LEA or Secondary School shall maintain a historical record that identifies to the Commission or its representative, the identification of the individual(s) with access to the Commission's network for three (3) years following the last day of the award year.
- C. Passwords and user identification numbers (IDs) are to be treated as confidential information. Employees or agents of the Institution shall not share passwords and IDs. Passwords will be changed on a regular basis, as required by the Commission.
- D. Confidential data that is no longer required for use by the LEA or Secondary School, or are determined by the Commission to be subject to return or destruction, shall be returned or destroyed in a secure manner, ensuring that no reconstruction or derivation of the data, media or materials is possible according to the California Civil Code Section 1798 et seq; Government Code Section 6250 et seq. and the State Accounting Manual (SAM) Chapter 5300.
- E. The LEA or Secondary School shall establish training programs and acceptable use policies for LEA or Secondary School employees regarding information security, privacy and confidentiality to include Commission data.

- F. The LEA or Secondary School will establish and enforce policies to ensure that Commission data and WebGrants access are conducted from secured systems on-site within the LEA or Secondary School.
- G. The Institution will notify the Commission immediately of any security, integrity or confidentiality incident(s) involving Commission data or network exposure by contacting the Commission's ITS Help Desk at 1-888-294-0148. Such incidents may include, but are not limited to unauthorized or accidental modification, destruction, disclosure, loss, or access to automated files and databases, as well as incidents involving loss, damage or misuse of information assets. Such incidents shall be followed up with a written report of the incident, signed by the AO and the Institution's Chief Executive Officer and submitted to the Commission's Information Security Officer (ISO) within ten (10) business days after the Institution's awareness of the incident.
- H. No Commission data or assets shall be transferred to or shared by the LEA or Secondary School with any third party.
- I. To the extent authorized by law the LEA or Secondary School will accept liability for any direct or consequential damages to the Commission, its network or data, caused by the negligence or intentional misconduct of itself, its employees or agents.

ARTICLE III – FAFSA COMPLETION PROGRAM – GENERAL PROVISIONS

- A. EFFECTIVE DATE. The effective date of this Agreement is the Commission's notification to the LEA or Secondary School that this Agreement and the required Grant Delivery System (GDS) WebGrants Information Security and Confidentiality Agreement have been received and approved.
- B. TERMINATION. The Agreement may be terminated by either party upon thirty days (30) prior written notice to the other party. All confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. COMPLIANCE. The LEA or Secondary School agrees to make available at the time of program compliance review, or at any time at the request of the Commission staff, any records and personnel related to its compliance with the terms of this Agreement.
- D. NONCOMPLIANCE. If the Commission finds that the LEA or Secondary School has failed to comply with this Agreement, the Commission shall require the LEA or Secondary School to delete or return all data received under this Agreement, including any copies made of such data. The Commission may terminate this Agreement and/or take such other action as may be necessary and appropriate to protect the interests of the FAFSA applicants, the Commission and/or its financial aid programs, and any other party impacted by noncompliance with this Agreement.

- E. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the Parties and may only be amended in writing signed by the Parties.
- F. SEVERABILITY: If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.

In the event of any inconsistency between any of the provisions of this Agreement and applicable federal or state law or regulation, the law or regulation shall prevail over the conflicting provision and the remaining provisions of this Agreement shall remain in full force and effect.

(Signature)

Date

(Name & Title)

(Name of LEA or Secondary School)

Catalina Mistler, Chief
Program Administration Services Division
California Student Aid Commission

Date