

COURSE TO COLLEGE AMERICORPS DATA SHARING AGREEMENT  
FOR THE LINKAGE, IDENTIFIER ASSIGNMENT, AND EXCHANGE OF  
CONFIDENTIAL INFORMATION

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ and Iowa College Student Aid Commission (Iowa College Aid). The parties agree as follows:

Section 1 Identity of Parties

- 1.1 The \_\_\_\_\_, (referred to in this document as "School District") is the issuing agency for this Agreement. The School District's physical address is:

The School District is a public secondary school or accredited non-public secondary school recognized and approved by the Iowa Department of Education and is able to collect and maintain student educational records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. §1232g(b) and 34 CFR Part 99.

- 1.2 Iowa College Student Aid Commission (referred to in this document as "Iowa College Aid") is an educational institution as defined under 20 U.S.C. 1232g(a)(3) and it is able to collect and maintain student educational records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. §1232g(b) and 34 CFR Part 99; Iowa College Aid's address for purposes of this Agreement is 475 SW Fifth Street, Suite D, Des Moines, IA 50309-4608

Section 2 State and Federal Authority for this Agreement

FERPA regulates the disclosure of education records so that personally identifiable information from education records (PII) cannot be disclosed without written consent unless the disclosure falls under an allowable exception as defined under 34 CRF § 99.31. Allowable exceptions include, but are not limited to, disclosures for the purpose of conducting studies for, or on behalf of schools, school districts, or postsecondary institutions (see Studies Exception 20 U.S.C. §1232g(b)(1)(F) and §99.31(a)(6)). Studies can be for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction. Allowable exceptions also include disclosures to an authorized representative for the purpose of auditing or evaluating a federal or state supported education program or to enforce or comply with federal legal requirements that are related to those education programs. (See Audit or Evaluation Exception 20 U.S.C. 1232g(b)(1)(C), (b)(3), and (b)(5) and §99.31(a)(3) and 99.35); School District is partnering with Iowa College Aid to evaluate the effectiveness of the Course to College AmeriCorps program.

### Section 3 Purpose

This Agreement is entered into by School District and Iowa College Aid to enable and support the audit and evaluation of the Course to College AmeriCorps Program. Data requested will be used to: 1) assess the impact of one-on-one college-access assistance to students on postsecondary enrollment and persistence; 2) assess the impact of FAFSA filing on postsecondary enrollment and persistence; 3) conduct analyses for disaggregated subpopulations, as well as national comparisons; and 4) evaluate the effectiveness of the Course to College AmeriCorps Program. In addition, research results may be published consistent with the confidentiality and FERPA provisions outlined herein. Publications include but are not limited to journals, posters, conference proceedings, presentations and newsletters.

### Section 4 Key Terms and Definitions

**Authorized Representative:** An Authorized Representative is defined as specified in FERPA regulations, § 99.3. An Authorized Representative is any entity or individual designated by a State or local educational authority or an agency headed by an official to conduct, with respect to Federal or State supported education programs, any audit or evaluation, or any compliance or enforcement activity in connection with Federal legal requirements that relate to these programs.

**Authorized Users:** Authorized Users are those individuals and entities that are authorized to access to the data provided by School District for the purposes of this Agreement. Authorized Users are limited to Iowa College Aid's Statistical Research Analysts and other Iowa College Aid employees who have a bona fide need to use the data to perform the audit and evaluation of the Course to College AmeriCorps program. Authorized Users may also include Iowa College Aid contractors or subcontractors, but only upon the express written consent of School District. Such written consent shall not be withheld unreasonably.

**Education Program:** An education program will be defined as specified in the FERPA regulations, § 99.3. An education program includes programs that are principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is directly administered by an educational agency or institution. For a definition of "early childhood program" please refer to § 99.3 of the FERPA regulations.

**Personally Identifiable Information:** Personally identifiable information from education records (PII) is information from education records that can be used to distinguish or trace an individual's identity. Under FERPA [34 CFR § 99.3], PII includes but is not limited to:

- a) The student's name
- b) The name of the student's parent or other family member
- c) The address of the student or student's family
- d) A personal identifier, such as the student's social security number, student number or biometric record

- e) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name.
- f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
- g) Information requested by a person who the education agency reasonably believes knows the identity of the student to whom the education record relates.

Iowa Student State ID (State ID): The State ID is a unique statewide student identifier that is required for every public school student in prekindergarten through twelfth grade in Iowa. The identifier is assigned by the School District using the State ID System. The State ID facilitates data submission through the Student Reporting in Iowa System. Access is restricted to authorized personnel. Students retain this unique identifier as they progress through the school system and even if they transfer or move in and out of private schools or across state borders. The State ID is PII.

Confidential Information Breach: A Confidential Information Breach shall mean an instance where an unauthorized person or entity accesses PII in any manner, including but not limited to the following occurrences: (1) any PII that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any PII that is not encrypted or protected without prior written authorization from School District; (3) the unauthorized acquisition of encrypted or protected PII together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud.

## Section 5 Authorized Representative

This Agreement designates Iowa College Aid as an Authorized Representative of School District, consistent with applicable federal and state laws concerning the confidentiality of student record information including FERPA. In this role, the Authorized Representative is responsible for maintaining the confidentiality and security of all Personally Identifiable Information (PII) received from School District. Access to PII for the purposes of this Agreement is limited to the Statistical Research Analysts and other employees of Iowa College Aid who need to access the PII in order to complete their assigned duties and who are authorized by Iowa College Aid.

## Section 6 Responsibilities of Authorized Representative

Use of Data. This Agreement applies only to the collection and exchange of data for the purposes of audit and evaluation as described in Section 3 and does not confer approval to use it for another purpose.

Disclosure of Data. Except as otherwise permitted within this Agreement, Iowa College Aid may not re-disclose data received from School District to a third party without prior written approval from School District, with the exception of National Student Clearinghouse for the purpose of program evaluation, unless Iowa College Aid is required by court order, subpoena or applicable law to disclose such data. Unless

prohibited by law from doing so, Iowa College Aid shall notify School District prior to disclosing such data in response to court order, subpoena or applicable law to enable School District to take measures to protect PII. For districts who have a signed data sharing agreement with Iowa College Aid, individual student information provided by the School District may be disclosed back to the school district of attendance.

**Data Storage and Safeguarding.** Iowa College Aid shall be responsible for storing, securing and safeguarding the data received from School District as set forth in Section 8.

**Compliance.** With respect to the data provided by School District, Iowa College Aid, shall comply with the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, its implementing regulations, 34 CFR Part 99, and any amendments to that law or regulations and any other applicable federal, state or local laws or regulations.

**Authorized Users.** Iowa College Aid shall require Authorized Users (i) to use data received from School District for only the purposes set forth in Section 3; (ii) to protect and not disclose any data received from School District; (iii) to follow established safeguards for protecting the data, including not disclosing security access passwords or leaving terminals that are signed on in an unsecured manner; and (iv) abide by the terms of this Agreement. Iowa College Aid shall also notify Authorized Users of the consequences for failing to comply with the foregoing, including adverse employment actions and potential civil and criminal penalties. Iowa College Aid will require and maintain a copy of an appropriate statement of confidentiality and nondisclosure from each Authorized User. See attached statement in Appendix A to this Agreement. Copies of these statements shall be provided to the School District if requested.

**Access:** The Authorized Representative shall not permit Authorized Users to use data in a manner that violates the terms of this Agreement.

## Section 7      Data to be Disclosed

- 7.1      The School District will provide to Iowa College Aid in a timely manner, the data described in Section 7.3 for the graduating class of 2019 and 2020 in a format to be determined Iowa College Aid, bi-annually.
- 7.2      The exchange of information being mutually beneficial, any costs being negated by provided information from the other party, no fees will be charged by School District or Iowa College Aid to each other.

- 7.3 The School District will provide the following data once in the fall and once in the spring, and as needed for newly enrolled students, for each high school building, including PII, to Iowa College Aid:
- a) Current School Year
  - b) District Name
  - c) Building Name
  - d) First Name
  - e) Middle Name or Initial
  - f) Last Name
  - g) Expected Graduation Date (MM/YY)
  - h) State Student Identifier - State ID
  - i) Race/Ethnicity
  - j) Gender
  - k) Birthdate
  - l) Free or Reduced Priced Lunch (Yes or No)
  - m) ELL Status (Yes or No)
  - n) College intentions - if known
- 7.4 There shall be no deviation from or addition to the above list of limited data sets unless expressly agreed to and executed by the parties by way of written amendment prior to the dissemination of such information from School District to Iowa College Aid.
- 7.5 Data Ownership. The Authorized Representative understands that this Agreement does not convey ownership to Iowa College Aid of any data shared by School District with Iowa College Aid. Ownership of such data shall be retained by School District. School District understands that this Agreement does not convey ownership to School District of any data generated by Iowa College Aid, including aggregate or resulting data created from the School District data. Ownership of such data will be retained by Iowa College Aid. Aggregate data sets created by Iowa College Aid will be consistent with the National Center for Education Statistics SLDS in Technical Brief 3 at <http://nces.ed.gov/pubs2011/2011603.pdf> "Statistical Methods for Protecting Personally identifiable Information in Aggregate Reporting."

## Section 8 Protection of PII from Unauthorized Access

General. Iowa College Aid shall use procedures to safeguard the PII received from School District against unauthorized access or disclosure of PII that are no less protective than the procedures Iowa College Aid uses to protect PII in education records maintained by Iowa College Aid. Iowa College Aid is a State of Iowa executive branch agency and will abide by the enterprise security policies required by the State of Iowa, Office of the Chief Information Officer.

Physical Safeguards. PII received from School District will be stored and saved electronically on a secure-password protected server hosted and maintained by Iowa College Aid. Servers are kept in a locked room and access to the room is limited to authorized personnel.

Technical Safeguards. PII received from School District that needs to be transported must be encrypted using standard encryption software. Iowa College Aid shall prohibit Authorized Users from removing PII from the protected server and storing the PII unencrypted on a laptop, CD or other portable information storage device or sending PII unencrypted to any home or other location through electronic transmission.

Publication Safeguards. Iowa College Aid shall publish the results from its audit and evaluation of the FAFSA Completion Initiative in a manner that protects the privacy and confidentiality of the individuals involved. In any data sets, reports, journals, posters, conference proceedings, presentations, newsletters or other publications that Iowa College Aid generates and desires to display or report to third parties including the general public ("Publications"), Iowa College Aid will provide only aggregate data without PII. In addition, results for any school with less than ten students will not be displayed or reported. Tables will utilize disclosure avoidance techniques such as cell suppression, blurring, and perturbation as appropriate. Iowa College Aid will take care when utilizing cell suppression alone to employ additional methods to ensure that sensitive student counts cannot be found through the use of available percentages or data in other related tables. Iowa College Aid will refer to the best practices outlined by the National Center for Education Statistics SLDS in Technical Brief 3 at <http://nces.ed.gov/pubs2011/2011603.pdf> "Statistical Methods for Protecting Personally identifiable Information in Aggregate Reporting" to minimize, to the greatest extent possible, the risk that individuals could be identified.

Any proposed Publications will be shared with School District prior to release. School District reserves the right to review any proposed Publication prior to publication to verify that the above publication safeguards have been used. School District will have thirty days to perform such review and identify any PII for which Iowa College Aid has failed to comply with the publications safeguards and that Iowa College Aid should remove prior to release. If the parties dispute whether the publication safeguards have been followed, the parties shall use the dispute resolution process set forth below.

Data Breach Response Plan. After Iowa College Aid becomes aware of or suspects that any PII received from School District has been subject to a Confidential Information Breach, Iowa College Aid shall (i) notify School District of such Confidential Information Breach as soon as practicable, but no more than 24 hours after discovery of the Confidential Information Breach and (ii) promptly investigate the Confidential Information Breach and provide School District with detailed information about the Confidential Information Breach. Unless the parties agree otherwise, Iowa College Aid shall be responsible, at its expense, for notifying affected individuals of the Confidential Information Breach as required by law (including but not limited to Iowa Code Chapter 715C) or as mutually agreed upon by the parties. Iowa College Aid shall, at its expense, take reasonable steps to mitigate the effects and to minimize any damage resulting from the Confidential Information Breach. Such steps shall

include, when appropriate, a credit monitoring or protection plan. The credit monitoring or protection plan shall include, but is not limited to, reimbursement for the full cost of commencing a security freeze, temporary suspension, or removal of a security freeze per credit file pursuant to Iowa Code Section 714G.5 and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The foregoing obligations may be delayed or waived if a law enforcement agency determines that the performance of the obligations would impede a criminal investigation.

#### Section 9      Effective Date

This Agreement shall be effective on the date the last party signs this Agreement.

#### Section 10     Duration of Agreement

The term of this Agreement shall be one (1) year from the Effective Date established in Section 9.

Optional Extension. Both parties may agree to yearly renewal extensions of this Agreement in writing signed by authorized representatives for both parties. The extension shall be effective for one (1) year from the date upon which both parties have signed the extension.

#### Section 11     Termination

Termination Due to Lack of Funds or Material Alteration of any pertinent statute or the Enabling Statute. Notwithstanding any other provision of this Agreement, if funds anticipated for the fulfillment of this Agreement are at any time not forthcoming or are insufficient, through any budget reductions, failure of the state or federal legislator to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided, then the participating organizations shall have the right to modify, by mutual agreement in writing, the terms set forth herein, or to terminate this Agreement without penalty by giving not less than thirty days (30) written notice.

Termination for Default. A party shall be in default if the party materially breaches a term of this Agreement and fails to cure such breach within ten (10) days following the receipt of written notice from the non-defaulting party specifying such breach; provided that if the defaulting party has commenced actions to reasonably cure such breach within the ten (10) day period, the defaulting party shall have all reasonable and necessary time to complete such cure if done so in a diligent manner. If the defaulting party fails to cure the breach, the non-defaulting party shall be entitled to terminate this Agreement by issuing written notice to the other party, which notice shall specify a date, not less than thirty (30) days after the date of the notice, upon which termination shall be effective.

Termination for Breach in Confidentiality. Whenever School District, in its reasonable judgment, concludes a breach of confidentiality of PII provided under this Agreement has occurred, or may occur in the future, School District may suspend providing data to Iowa College Aid. School District shall notify Iowa College Aid prior to suspending the provision of data of the circumstances surrounding School District's decision to suspend unless the circumstances (as determined in School District's reasonable discretion) warrant immediate suspension, in which case School District shall provide the notification to Iowa College Aid within two business days of the commencement of the suspension. School District shall resume providing data if Iowa College Aid cures the breach or potential breach of confidentiality to School District's satisfaction. In the event the breach or potential breach of the confidentiality cannot be cured to the satisfaction of School District, then School District may terminate the Agreement by providing thirty (30) days written notice to Iowa College Aid.

Section 12      Contacts

Notices under this Agreement shall be duly made when in writing and will be deemed given to the other party upon delivery to the address set forth below if delivered personally (including by courier) or mailed by registered or certified mail, postage prepaid, or upon confirmation if transmitted by telex, telecopy, or other means of facsimile:

Iowa College Aid  
Iowa College Student Aid Commission  
475 SW Fifth Street, Suite D  
Des Moines, IA 50309-4608

School District  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section 13      Indemnification

The State of Iowa shall be liable for the acts or omissions of an agency employee, and shall indemnify such employee, only to the extent required by Iowa law, including but not limited to Sections 669.5 and 669.21 of the Iowa Code.

Section 14      Third Party Beneficiaries

There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit School District and Iowa College Aid.

Section 15      Assignment and Delegation

This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.



Section 16 Choice of Law and Forum

The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in Des Moines, Iowa, in the Iowa District Court of Polk County. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State.

Section 17 Entire Agreement

This Agreement represents the entire agreement between the parties and neither party is relying on any representation, which may have been made which is not included in this Agreement. This Agreement may be amended or modified only in writing signed by all parties. The parties agree that if an addendum, attachment, or exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference

Section 18 Severability

If any provisions of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part of provision of this Agreement.

Section 19 Cumulative Rights

The various rights, powers, options, elections and remedies of either party provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way remedied, unsatisfied, or undischarged.

Section 20 Dispute Resolution

If during the terms of this agreement, the parties cannot informally agree to a resolution to an issue arising out of the terms of this agreement the parties hereby agree to participate in a dispute resolution process.

Section 21 Authorization

Each party to this Agreement represents and certifies to the other that:

- a) It has the right, power and authority to enter into and perform its obligations under this Agreement.
- b) It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- c) This agreement has been reviewed and approved on a departmental level by the

Section 22 Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Iowa College Aid

School District

Signature: \_\_\_\_\_  
Name: Karen Misjak  
Title: Executive Director  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_