

**INDIANA COMMISSION FOR HIGHER EDUCATION
FAFSA COMPLETION PROJECT**

The Indiana Commission for Higher Education (CHE) has partnered with the United States Department of Education to support the effort of increasing the number of students who file the Free Application for Federal Student Aid (FAFSA) correctly and on-time. Through this initiative, the Commission will provide participating schools with regular reports of the FAFSA completion status of students.

INSTRUCTIONS

- ✓ Sign and complete this agreement which will allow the Indiana Commission for Higher Education and your school corporation to share data related to the FAFSA Completion Project.
- ✓ Return Signed Agreement to:
 - **SCAN/EMAIL:**
Highschools@che.in.gov
 - **MAIL:**
Indiana Commission for Higher Education
ATTN: FAFSA Completion Project
101 West Ohio Street, Suite 300
Indianapolis, Indiana 46204
 - **FAX:**
(317) 464-4410
Attn: FAFSA Completion Project
- ✓ Please keep a copy for your records.
- ✓ Please direct any questions to Barbie Martin, Director of School and Community Outreach at highschools@che.in.gov.

**INDIANA COMMISSION FOR HIGHER EDUCATION
FAFSA COMPLETION PROJECT**

**AGREEMENT BETWEEN
THE COMMISSION FOR HIGHER EDUCATION
AND**

**{insert school corporation name}
A LOCAL EDUCATIONAL AGENCY**

DEFINITIONS

The following definitions apply throughout this Agreement.

“Agreement” refers to this Agreement.

“Authorized Representative” means the person employed by a Local Educational Agency (LEA) and designated as its representative under this Agreement. The Authorized Representative can be an entity so long as the entity is under the supervision and control of the LEA.

“Commission for Higher Education” (CHE or “Commission”) refers to the Commission for Higher Education of the State of Indiana, as established by Ind. Code § 21-18-2 *et seq.*

“FERPA” refers to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, as implemented through 34 C.F.R. Part 99, as amended in 2012.

“Local Educational Agency” (LEA) means a board of education or other authority legally constituted for either administrative control or direction of, or to perform a service function for, high schools as defined under IC 20-18-2-7.

“State Data Elements” refers to personally identifiable information reported from the United States Department of Education (USDOE) regarding the completion and summary status of students who submit the Free Application for Federal Student Aid (FAFSA).

“State-Supported Educational Programs” means educational programs provided by an LEA with financial support from the State of Indiana, and includes educational programs that receive federal funding.

PURPOSE AND SCOPE

The purpose of this agreement is to give the Authorized Representative of the LEA access to FAFSA filling status information of students enrolled at the Authorized Representative’s LEA. By sharing this data, CHE and the Authorized Representative will be able to identify students who have not successfully filed a FAFSA allowing for better use of time and resources. FAFSA completion is required to receive Federal and State financial aid and identifying these students can promote college access and completion by ensuring students have access to funding for their postsecondary education.

Execution of this Agreement is required prior to access to the State Data Elements. Execution of this Agreement by an LEA that does not receive federal education funds does not subject such LEA to the requirements of FERPA for the LEA's programs and services.

PRELIMINARY RECITALS

1. The Commission has collected and maintained personally identifiable information, as this term is defined at 34 C.F.R. § 99.3, regarding students who are enrolled at an LEA and have submitted a FAFSA. The Commission refers to such personally identifiable information as "State Data Elements."
2. The LEA, through its Authorized Representative, desires access to such State Data Elements that relate to the LEA's students, as permitted by 34 C.F.R. §§ 99.31(a)(3), 99.35.
3. FERPA, through 34 C.F.R. §§ 99.31(a)(3), 99.35, allows the Commission to share State Data Elements with the Authorized Representative of the LEA in connection with an audit or evaluation of Federal or State-supported education programs. The parties acknowledge that all provisions of FERPA, including its definitions, apply throughout this Agreement.
4. This Agreement between the Commission and the LEA and its Authorized Representative is to enable the sharing of State Data Elements with the Authorized Representative of the LEA so that the LEA may conduct its evaluation and study of its State-supported educational programs.
5. The LEA acknowledges that access to the State Data Elements is controlled by FERPA and that only those school officials with a legitimate educational interest, as determined under 34 C.F.R. § 99.31(a)(1), shall have access to the State Data Elements. Nothing in this Agreement shall be construed to allow the LEA or its authorized representative to maintain, use, disclose, or share State Data Elements in a manner inconsistent with FERPA.
6. The LEA assures that the State Data Elements provided to the LEA by the Commission will be destroyed or returned to the Commission when no longer needed for the evaluation and study of its State-supported educational programs.
7. The LEA acknowledges that should it allow access to the State Data Elements by an unauthorized third party, it may be prohibited from access to any future State Data Elements for at least five (5) years from the most current infraction.
8. The Commission does not guarantee the accuracy of the information supplied in the State Data Elements.
9. The Commission reserves the right to conduct an audit or other monitoring activity to ensure the LEA's policies, procedures, and systems are compliant with FERPA.
10. Notwithstanding any other provision in this Agreement, the LEA and its Authorized Representative assure that information from the State Data Elements will not be redisclosed except as provided by 34 C.F.R. § 99.33. Any redisclosure will require the written permission of the Commission.

11. The Commission reserves the right to review any report based on or derived from the State Data Elements prior to publication to verify that proper disclosure-avoidance techniques have been employed, including the procedures necessary to ensure that a student’s identity is not easily traceable.
12. The LEA acknowledges that the State Data Elements remain data maintained by the Commission, and this Agreement in no way assigns ownership to the LEA regarding such data.
13. This Agreement is authorized by Ind. Code §21-18.5-1-6, as added by P.L. 81-2019, Sec. 10.

AGREEMENT

- I. **Term of the Agreement.** This Agreement shall take effect upon the signature of the Authorized Representative of the LEA and the Commissioner of the Commission for Higher Education. The Agreement shall remain in effect until **June 30, 2029**, unless terminated sooner as provided in Paragraph V.
- II. **Authorized Representative.** The following person is designated as the Authorized Representative of the LEA:

Name:	
Title:	
School Corporation:	
Address:	
Phone:	
Fax:	
Email:	

A different person may be designated the Authorized Representative of the LEA through written confirmation to the Commission and acceptance of the change in designation by the Commission. The LEA may not designate a non-employee or separate institution, organization, or governmental entity to serve as its Authorized Representative.

- III. **State Data Elements.** The Commission agrees to share with the LEA certain State Data Elements pertaining to students of the LEA. The State Data Elements to be shared are specified on Attachment A, which is attached to this Agreement and incorporated fully herein. The State Data Elements are provided to the Authorized Representatives of the LEA as specified in Attachment B for the sole purpose of conducting an evaluation and study of the LEA’s State-supported educational programs.
- IV. **Use of State Data Elements.**
 - a. The LEA agrees to use the State Data Elements provided to it under this Agreement for no purpose other than to conduct an evaluation and study of its State-supported educational programs. The LEA will not share or redisclose any of the State Data Elements obtained through this Agreement with any other entity, organization, or individual without the prior

written approval from the Commission. The Agreement does not prevent the LEA from disclosing aggregate student data that do not violate the provisions of FERPA.

- b. The LEA agrees to maintain the State Data Elements separate from all other data files the LEA maintains, and further agrees that it will not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to conduct its evaluation and study of its State-supported educational programs. Any transmission of the State Data Elements must be by secure electronic systems or networks.
 - c. The LEA will establish procedures and systems to ensure that all confidential data provided through the State Data Elements is processed, stored, transmitted, and maintained in a secure manner that would prevent further disclosure of the State Data Elements, including the interception, diversion, duplication, or other unauthorized access to the State Data Elements. The LEA may be required to specify, prior to access to the State Data Elements, its sound data security plan, including its requirements related to encryption, where data can be hosted, transmission methodologies, and provisions to prevent unauthorized access.
 - d. The LEA shall promptly, but no later than one (1) hour after discovery, report to the Commission any incident where the confidentiality of the State Data Elements has been breached or is believed to have been breached. If the breach of the LEA's security system released or may have released "personal information," as defined at Ind. Code § 4-1-11-3, to an unauthorized person or an unauthorized person acquired access to such "personal information" through the LEA's security system, the LEA shall be responsible for the costs of notifying any Indiana resident whose personal information was or is reasonably believed to have been acquired by an unauthorized person, as required by Ind. Code § 4-1-11-5.
 - e. The LEA agrees to destroy or return to the Commission all State Data Elements obtained under this Agreement when such State Data Elements are no longer needed for the purpose of conducting an evaluation and study of the LEA's State-supported educational programs. This Agreement does not authorize the LEA to maintain information from the State Data Elements beyond the time period designated for the LEA to complete its evaluation and study of its State-supported educational programs.
 - f. Upon termination of this Agreement, the LEA shall provide the Commission written confirmation that all State Data Elements provided to the LEA by the Commission have been destroyed. Such written confirmation shall occur within ten (10) calendar days following the termination of this Agreement. 34 C.F.R. § 99.35(b)(2). The LEA acknowledges that failure to provide written confirmation of the destruction of the State Data Elements provided to the LEA will prevent the LEA from access to any other State Data Elements maintained by the Commission until the State Data Elements provided under this Agreement are returned to the Commission or the written confirmation of the destruction of the State Data Elements is received.
- V. Termination of Agreement.** This Agreement may be terminated by the Commission or the LEA upon written notice delivered to the other party not less than fifteen (15) calendar days prior to the intended termination date. Such termination does not negate obligations and responsibilities incurred under this Agreement or required to be performed prior to the effective date for termination of this Agreement as provided in Paragraph I. The Commission

may terminate the Agreement immediately upon confirmation of fraud, negligence, or abuse of federal or state confidentiality restrictions by the LEA or its Authorized Representative. This Agreement shall terminate automatically as provided for in Paragraph I, unless extended by mutual agreement as provided for in Paragraph VI.

VI. Amendment. This Agreement can be amended by mutual written agreement of the Commission and the LEA, so long as any amendment is consistent with the requirements of FERPA. The time frame for this Agreement can be extended by written amendment, but for no longer than one (1) year from the original date of termination.

VII. Scope of Agreement. This Agreement incorporates all the understandings between the Commission and the LEA concerning the access to, use of, and return or destruction of the State Data Elements. This Agreement includes the Preliminary Recitals and any attachments incorporated by reference. No prior Agreement, verbal representations, or understandings shall be valid or enforceable unless embodied in this Agreement.

IN WITNESS WHEREOF, the parties, by their Authorized Representatives, have executed this Agreement with the effective date commencing upon the signature of the Commission.

INDIANA COMMISSION FOR HIGHER EDUCATION	LOCAL EDUCATION AGENCY
By: _____	By: _____
Commissioner	Authorized Signatory Authority
Date: _____	Date: _____

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ATTACHMENT A

The following data elements will be provided to the Local Educational Agency (LEA) and its authorized personnel included in Attachment B for the purposes of the Indiana Commission for Higher Education's (CHE) FAFSA Completion Project which is intended to increase the completion rate of high school seniors who file a correct and complete Free Application for Federal Student Aid (FAFSA) on-time.

DATA ELEMENTS TO BE REPORTED BY THE COMMISSION TO LEA:

- ✓ Student name
- ✓ Student date of birth
- ✓ Self-reported high school as submitted by the student on the FAFSA
- ✓ Date of student's FAFSA submission
- ✓ Submission status of student's FAFSA