

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **230037**
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 9-1-2022

Name of Contract Initiator: Tabbatha Johns Telephone #: 904-336-6937

School/Dept Submitting Contract: Climate and Culture Cost Center # _____

Vendor Name: Office of Student Financial Assistance (OSFA)

Contract Title: Data Sharing Security Agreement

Contract Type: New Renewal Amendment Extension Previous Year Contract # _____

Contract Term: No end date Renewal Option(s): N/A

Contract Cost: 0

BUDGETED FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # _____
 Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- ____ Completed Contract Review Form
- ____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- ____ SIGNED Addendum A (if not an SBAO Template Contract)*

*This Statement MUST BE included in the body of the Contract:
 "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

____ COVID-19 Waiver (If Applicable)

____ Release and Hold Harmless (If Applicable)

RECEIVED
 AUG 30 2022
 PURCHASING

RECEIVED
 9/09/2022
 SBAO

****AREA BELOW FOR DISTRICT PERSONNEL ONLY****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>B78</u>	<u>FDOE/OSFA Agreement</u>
Review Date <u>9/6/2022</u>	
School Board Attorney <u>ib</u>	<u>Checklist - Sch Bd, Polts, my title</u>
Review Date <u>9/9/22</u>	
Other Dept. as Necessary <u>I.T. Department: (Beetic emailed Ethan 9/6)</u>	<u>See email</u>
Review Date	

PENDING STATUS: YES NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS: APPROVED [Signature] DATE: 9-1-22

DATA SHARING SECURITY AGREEMENT

The undersigned, referred to herein as "Educational Institution," agrees as follows.

A. Parties

1. The Educational Institution is a Local Educational Agency (LEA), secondary school, post-secondary institution, or otherwise qualifies as a Designated Entity, pursuant to the Definitions herein.
2. The Office of Student Financial Assistance (OSFA) is the division of the Florida Department of Education responsible for administration of state and federal financial aid programs as the State Educational Agency in Florida.

B. Purpose of the Agreement

The purpose of this Agreement is to establish the conditions under which OSFA will provide to the Educational Institution certain data received or generated by OSFA concerning Free Application for Federal Student Aid (FAFSA) applicants in order to determine the completion status of a student's FAFSA and facilitate providing assistance to such students in completing the FAFSA.

C. Definitions - For purposes of this Agreement, the following definitions apply:

1. **Authorized Personnel** - Employees of the Educational Institution who require access to the FAFSA Filing Status Information to determine the completion status of a student's FAFSA and facilitate providing assistance to such students in completing the FAFSA, including both paid and non-paid staff and authorized agents such as contractors, subcontractors, volunteers, or other parties to whom the Educational Institution has outsourced any of its services or functions. All Authorized Personnel must be under the direct control of the Educational Institution with respect to the use and maintenance of the select Institutional Student Information Record (ISIR) Data disclosed hereunder.
2. **Designated Entity** - A public or non-profit entity that has an Established Relationship with the student that the U.S. Secretary of Education has designated as eligible to receive FAFSA Filing Status Information from an Agency.
3. **Established Relationship** - A relationship between a student FAFSA applicant and an LEA, secondary school, or Designated Entity. In the case of an LEA, an Established Relationship exists where the student FAFSA 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. In the case of a secondary school, an Established Relationship exists where the student FAFSA applicant is enrolled in the secondary school itself or the secondary school otherwise is providing services to the FAFSA applicant. In the case of a Designated Entity, an Established Relationship exists when the student FAFSA applicant is enrolled in or has registered with or is receiving services from the Designated Entity in order for the Designated Entity to assist the student in pursuit of postsecondary education.
4. **FAFSA** - The Free Application for Federal Student Aid form, authorized by the Higher Education Act of 1965, as amended (HEA), section 483, which is the U.S. Department of Education's common application for determining the need and eligibility of a student for Federal student aid.

5. **FAFSA Filing Status Information** - Information from an ISIR that OSFA may disclose to LEAs, secondary schools, and Designated Entities on the completion status of a student's FAFSA. FAFSA Filing Status Information includes: 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 U.S. Department of Education); FAFSA processed date (the date the U.S. Department of Education processed the FAFSA); a Selected for Verification flag; and a FAFSA completion flag (e.g., FAFSA not submitted, FAFSA complete, or FAFSA incomplete).
6. **ISIR** - The Institutional Student Information Record (ISIR) is the output document resulting from the submission of a FAFSA to OSFA and includes the data received, system generated data results and FAFSA Filing Status Information.
7. **LEA** - A Local Educational Agency is a public board of education or other public authority legally constituted within 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 and secondary schools; or any other public institution or agency that has administrative control and direction of a public elementary or secondary school.

D. Authority

Section 483 (a)(10) of the HEA, 20 U.S.C. 1090(a)(10), authorizes the U.S. Department of Education to disclose FAFSA (ISIR) data. The U.S. Department of Education's routine uses in the applicable System of Records Notice published under the Privacy Act of 1974, as amended, (5 U.S.C. 552a) permits this disclosure of FAFSA data to OSFA in order to permit the OSFA to determine an applicant's eligibility for financial assistance under State financial aid programs. Further, in order to encourage and assist students with the completion of a FAFSA, OSFA may disclose the FAFSA Filing Status Information of a student to an entity with an Established Relationship with the student, including an LEA, a secondary school, or a Designated Entity. (Federal Student Aid Application File Systems of Record Notice (Aug. 3, 2011, 76 Fed. Reg. 46774, 46777-78.)

E. Disclosure of ISIR Data

At the Educational Institution's request, OSFA will provide FAFSA Filing Status Information to the Educational Institution if the institution has an Established Relationship with the student.

F. Authorized Uses

1. The Educational Institution must limit access, disclosure and use of ISIR data provided to it under this Agreement to the Educational Institution's Authorized Personnel and for the authorized uses described in this Agreement.
2. The Educational Institution may use the ISIR data furnished to it under this Agreement only to determine the completion status of a student's FAFSA and facilitate providing assistance to such students in completing the FAFSA.
3. The Educational Institution may re-disclose the ISIR data furnished to it under this Agreement only as provided in Section G below.

G. Terms for Access to FAFSA Filing Status Information

1. The Educational Institution shall comply with the requirements specified in Section J below.
2. The FAFSA Filing Status Information will be used by the Educational Institution only for purposes stated herein, consistent with section 483(a)(3)(E) of the HEA.
3. The Educational Institution 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) and with sections 1002.22, 1002.221, 1002.222, and 1002.225, Florida Statutes, in disclosing any personally identifiable information from students' education records.
4. The Educational Institution shall disclose FAFSA Filing Status Information only to Authorized Personnel, as defined in section C of this Agreement and only for authorized purposes described in Section B – Purpose of the Agreement above.
5. The Educational Institution will not re-disclose or share the FAFSA Filing Status information obtained from the Educational Institution in personally identifiable form other than (1) to the FAFSA applicant and to the FAFSA 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 applicant or the consent of the FAFSA applicant's parents if the FAFSA 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 (20 U.S.C. 1232g).

H. Prohibition on Unauthorized Disclosures

1. Any use, disclosure, or re-disclosure of ISIR data or FAFSA Filing Status Information provided to the Educational Institution under this Agreement not specified above in Section F – Authorized Uses or Section G – Terms for Access to FAFSA Filing Status Information, is unauthorized and prohibited.
2. The Educational Institution must ensure that Authorized Personnel are informed about and aware of the prohibitions regarding the use, disclosure, and re-disclosure of any data and information provided to the Educational Institution under this Agreement.

I. Reporting of Unauthorized Disclosures

1. The Educational Institution will report to OSFA in writing any use, disclosure, or re-disclosure of ISIR data or FAFSA Filing Status Information not authorized by this Agreement. The Educational Institution shall submit the report within one (1) business day after the Educational Institution learns of such unauthorized use, disclosure, or re-disclosure to:

OSFA Security Manager
Florida Department of Education
325 West Gaines Street, Suite 1314
Tallahassee, Florida 32399-0400
AND to the following email address: OSFASecurity@fldoe.org

The report must identify: (i) the nature of the unauthorized use, disclosure, or re-disclosure; (ii) the ISIR data or FAFSA Filing Status Information used, disclosed, or re-disclosed; (iii) the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure; (iv) what the Educational Institution has done or will do to notify affected FAFSA applicants and to mitigate any deleterious effect of the unauthorized use, disclosure, or re-disclosure; and (v) what corrective action the Educational Institution has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.

2. The Educational Institution shall also provide any such other information concerning the unauthorized disclosures as requested by OSFA.

J. Data Security

1. The Educational Institution will protect the integrity of the FAFSA Filing Status Information received under this Agreement from unauthorized access, use or re-disclosure.
2. The Educational Institution shall take all steps necessary to safeguard the confidentiality of the data received. The Educational Institution will restrict access to the data provided or created 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.
3. The LEA is responsible for informing authorized representatives (e.g. High School principals) of their duty of oversight for security of this data. At a minimum, all authorized personnel who have access to this data should be informed of the confidential nature of the data, the safeguards required to protect the data, and sanctions for noncompliance. Potential sanctions may include:
 - (i) Revocation of FAFSA data access for the institution and/or LEA.
 - (ii) Revocation of authorization to participate in the FAFSA initiative for the entire district.
 - (iii) Criminal (under Federal, state or local laws).
4. The Educational Institution must develop, implement, maintain and use reasonable and appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity, and availability of all data electronically maintained or transmitted pursuant to this Agreement. The Educational Institution will process the data provided or created under this Agreement under the immediate supervision and control of Authorized Personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the Parties' systems.

K. Liability

The Educational Institution shall be liable for the actions and omissions of its respective officers, employees and agents. This obligation shall survive termination of this Agreement. Nothing herein shall be construed as a waiver by Educational Institution of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

L. Oversight and Compliance

OSFA may, at its discretion, monitor the Educational Institution's records, processes, procedures, and electronic systems for compliance with the terms of this Agreement. OSFA also may, at its discretion, perform on-site inspections of the Educational Institution to monitor compliance with the terms of this Agreement.

M. Entire Agreement

This Agreement constitutes the entire understanding of the Parties with respect to their individual rights and obligations in carrying out the terms of the Agreement, and supersedes any prior or contemporaneous agreements or understandings.

N. Effective Date, Modification, Duration, and Termination of the Agreement

1. This Agreement shall remain in force until terminated by the Educational Institution or OSFA, providing that the terminating party provides the other party with written notice.
2. If OSFA finds that the Educational Institution has failed to comply with this Agreement, the Educational Institution shall, upon the request of OSFA, delete or return all data received under this Agreement and copies made of such data. Furthermore, OSFA may terminate this Agreement or take such other action as may be necessary and appropriate to protect the interests of the FAFSA applicants, the United States, the State of Florida, and state and federal student aid programs.
3. The expiration of this Agreement shall not, however, affect the obligations incurred by the Educational Institution under this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized representative.

EDUCATIONAL INSTITUTION

School Board of Clay County

(Corporate Seal)

SCHOOL BOARD OF CLAY COUNTY,
FLORIDA

By Mary Bolla
Mary Bolla, Chair

ATTEST:

David S. Broskie
David Broskie, Superintendent of Schools

Approved as to Form and Legal Content:

Bruce Bickner
Bruce Bickner, Attorney for the School Board
of Clay County, FL

<p>FOR OSFA INTERNAL USE ONLY:</p> <p>OSFA Approval</p> <p>BY: _____</p> <p>Date: _____</p>
