



**STATE OF CONNECTICUT**  
**DEPARTMENT OF EDUCATION**



**TO:** Superintendents of Schools

**FROM:** Ajit Gopalakrishnan, Chief Performance Officer *Ajit Gopalakrishnan*

**DATE:** June 6, 2019

**SUBJECT:** FAFSA Completion Data

The Connecticut State Department of Education (CSDE) is partnering with the Connecticut Office of Higher Education (OHE) to provide FAFSA (Free Application for Federal Student Aid) completion data at a student-level to all districts through EdSight Secure. In order to receive these FAFSA data, an authorized signatory for the district must execute the attached data sharing agreement and return it to the CSDE.

FAFSA completion is an important step in the path to postsecondary education and is associated with higher rates of college enrollment. Therefore, the CSDE is providing districts with access to the FAFSA data so that we may realize our collective commitment to equity and excellence for all Connecticut students. The CSDE expects that all districts will use the report to assist students and families to complete the FAFSA in a timely manner.

Please insert your district's name in the yellow highlighted sections on pages 1 and 3. Then, sign the agreement on page 4, scan it, and email it to Kendra Shakir at [Kendra.shakir@ct.gov](mailto:Kendra.shakir@ct.gov) by Friday, August 30, 2019. The CSDE expects this report to be available through EdSight Secure in the fall.

If you have any questions, please contact me at [ajit.gopalakrishnan@ct.gov](mailto:ajit.gopalakrishnan@ct.gov).

Thank you.

**DATA USE AGREEMENT  
BETWEEN  
CONNECTICUT OFFICE OF HIGHER EDUCATION  
AND  
THE CONNECTICUT STATE BOARD OF EDUCATION  
AND**

**(District Name)**

This Data Use Agreement is entered into by and between \_\_\_\_\_ school district (hereinafter called "*Data Receiver*"), and the Office of Higher Education (*OHE*) and the Connecticut State Board of Education (CSBE), hereinafter collectively called the "*Data Providers*", for the purpose of sharing information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974, 20 U.S.C. §1232g (b)(5) (hereinafter "FERPA").

FERPA permits the disclosure of personally identifiable information (PII) from education records to an authorized representative to audit or evaluate a federal or state-supported education program or to enforce or comply with federal legal requirements that relate to those education programs. To affect the transfer of data subject to FERPA, the Parties agree to the following:

1. **PARTIES:** The OHE is the state higher education authority authorized to receive Federal Student Aid Information from the United State Department of Education (USED). The SDE is the state elementary and secondary education authority authorized to receive information from local educational agencies ("LEAs") subject to FERPA, as authorized by 34 C.F.R. Section 99.31(a)(3)(iv). The Data Receiver is a Connecticut LEA. The OHE hereby designates the SDE and the Data Receiver as its "authorized representatives" pursuant to FERPA for the permitted access and use of PII as set forth within this MOU.
2. **SCOPE OF WORK:** The Parties seek to share information contained in student education records for the purposes of assisting the Data Receiver in identifying students who have or will complete a Free Application for Federal Student Aid (FAFSA) as defined by the USED.
3. **DEFINITIONS:** The following definitions shall be the same as provided in FERPA and the regulations promulgated thereunder, as amended from time to time: Attendance, Authorized Representative, Education Program, Educational Agency, Education Record, Disclosure, Institution of Postsecondary Education, Student, and PII. In addition, the following definitions shall apply.
  - a. "Identifying information"/"identifying data" shall refer to any data elements that could potentially identify a student or employee and includes DOB, gender, and race/ethnicity.
  - b. Confidential information"/"confidential data" shall refer to any non-public information regarding an individual student.
4. **DATA PROVIDER OBLIGATIONS:** The OHE maintains ownership of the FAFSA data. The Data Receiver does not obtain any right, title, or interest in any of the data furnished by the provider. The Data Providers shall ensure that no identifying information will be transmitted through unsecured connections. All data exchanges will be conducted via the Connecticut State Department of Education (CSDE's) *EdSight Secure* data portal.

5. **DATA RECEIVER OBLIGATIONS:** The Data Receiver maintains a stewardship responsibility for the preservation and quality of the data. A data steward is responsible for the operational, technical, and informational management of the data.
- a. *Uses and disclosures as provided in this agreement.* The Data Receiver may use and disclose the confidential information provided by the Data Provider only for the purposes described in the Scope of Work and only in a manner that does not violate local or federal privacy regulations adopted by the Data Providers. Only the individuals or classes of individuals will have access to the data that need access to the confidential information to do the work as presented in the Scope of Work.
  - b. *Managing Users:* The Data Receiver shall designate no more than two people at the district-level and at the school-level to have access to the FAFSA Filing Status report in EdSight Secure. When a staff with access leaves the district, the Data Receiver shall disable access for that individual within 48 hours.
  - c. *Nondisclosure Except as Provided in this Agreement.* The Data Receiver shall not further disclose the confidential data. The Data Receiver does not have permission to redisclose data to an unauthorized third party.
  - d. *Safeguards.* The Data Receiver 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. The Data Receiver agrees to abide by all federal regulations, including FERPA. The Data Provider must ensure that no identifying information will be transmitted through unsecured telecommunications, including unsecured Internet connections.
  - e. *Reasonable Methods.* The Data Receiver agrees to use “reasonable methods” to ensure to the greatest extent practicable that Data Receiver and all parties accessing data are FERPA-compliant. Specifically, this means: 1) PII may only be used to carry out an audit or evaluation of federal or state-supported education programs, or for the enforcement of or compliance with federal legal requirements related to these programs; 2) The Data Receiver must protect PII from further disclosures or other uses, except as authorized by the Data Provider in accordance with FERPA. Approval to use PII for one audit or evaluation does not confer approval of use for another.
  - f. *Confidentiality.* The Data Receiver agrees to protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. Identifiable level data will not be reported or made public.
  - g. *Reporting.* The Data Receiver shall report to the Data Provider as soon as the Data Receiver is aware of any use or disclosure of the confidential information in violation of this agreement or applicable law.
  - h. *Public Release.* No confidential information will be publicly released.
  - i. *Data Retention/Destruction of Records at End of Activity.* Records must be destroyed in a secure manner or returned to the Data Provider at the end of the work described in the work proposal. However, aggregate data may be retained for future use.
  - j. *Proper Disposal Methods.* In general, proper disposal methods may include, but are not limited to:
    - i. 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.
    - ii. 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).

iii. Other methods of disposal also may be appropriate, depending on the circumstances.

k. *Data Breach.* In the event of a data breach, the Data Receiver will be responsible for contacting and informing any parties, including students, which may have been affected by the security incident. It should be noted that by signing this written agreement on behalf of Data Receiver, the signatory accepts responsibility for data security.

*Non-Financial Understanding.* This agreement is a non-financial understanding between the Connecticut Office of Higher Education and [redacted] school district. No financial obligation by or on behalf of either of the parties is implied by a party's signature at the end of this agreement.

## 6. **MISCELLANEOUS PROVISIONS:**

a. Term and Cancellation. This Agreement takes effect upon signature by the authorized representative of each party and shall continue until June 30, 2024. The parties further understand that the OHE may cancel this Agreement at any time, upon reasonable notice. The OHE specifically reserves the right to cancel this Agreement without notice should the OHE, in its sole discretion, determine that student information has been released in a manner inconsistent with this Agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by the OHE.

b. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the CSBE or the Department of Administrative Services shall provide a copy of these orders to the Contractor.

c. Claims Against The State. The Data receiver agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Data Receiver further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

d. Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this

Agreement. To the extent that this section conflicts with any other section, this section shall govern.

- e. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
- f. Contract Assignment. No right or duty, in whole or in part, of the Data Receiver under this Agreement may be assigned or delegated without the prior written consent of the OHE and CSBE.
- g. Severability. If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.
- h. Non-Discrimination. The provisions of Connecticut General Statutes Section 4a-60 concerning nondiscrimination, as amended by Public Acts 91-58 and 91-407 are incorporated herein by reference.
- i. Data Provider Points of Contact:

OHE Primary Contact:  
Mark French, Director Financial Aid  
Office of Higher Education  
450 Columbus Blvd  
Hartford, CT 06103  
(860) 947-1855  
[MFrench@ctohe.org](mailto:MFrench@ctohe.org)

SDE Primary Contact:  
Ajit Gopalakrishnan, Chief Performance Officer  
State Department of Education  
450 Columbus Blvd  
Hartford, CT 06103  
(860) 713-6888  
[ajit.gopalakrishnan@ct.gov](mailto:ajit.gopalakrishnan@ct.gov)

**7. APPROVALS AND ACCEPTANCES:**

For the Office of Higher Education:

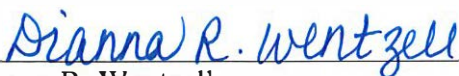


Timothy D. Larson  
Executive Director

6-5-19

Date

For the Connecticut State Board of Education:



Dianna R. Wentzell  
Commissioner of Education

5/30/19

Date

For the Data Receiver:

\_\_\_\_\_  
Superintendent or Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Superintendent or Authorized Signatory