

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by _____ (hereinafter "Board") and the Louisiana Office of Student Financial Assistance (LOSFA), whose legal address is 602 North Boulevard, Baton Rouge, Louisiana 70802.

WHEREAS, LOSFA has entered an agreement with the U.S. Department of Education which allows it to receive information included on the Free Application for Federal Student Aid (FAFSA) for all students whose residence is in Louisiana; and

WHEREAS, LOSFA is permitted through its agreement with the U.S. Department of Education to share whether a particular student has completed the FAFSA with a Local Educational Agency (LEA); and

WHEREAS, the Board, as the LEA, desires to receive information FAFSA Filing Status Information concerning students attending its schools;

NOW THEREFORE, the parties enter this Memorandum of Understanding to ensure the protection of any personally identifiable information that may be transmitted by LOSFA to the Board for the purpose of determining whether a student has completed the FAFSA.

I. The Louisiana Office of Student Financial Assistance agrees to provide Free Application for Federal Student Aid (FAFSA) completion data to the Board on students attending those schools under its jurisdiction. Such data will include only the personally identifiable information necessary to ensure the school is reviewing the records of its students and whether the student has completed the FAFSA. No other information specific to a student shall be provided.

II. The Board agrees that its receipt of FAFSA Filing Status Information is contingent upon certification of the following:

- A. That it will request FAFSA Filing Status Information only for those students who are currently in attendance at a school under its direct supervision; and
- B. That such data will only be used to encourage those students who have not completed the FAFSA to do so; and
- C. That it maintains appropriate data security safeguards to ensure that:
 1. The data is protected from unauthorized access, use, or re-disclosure;
 2. Access to the data is restricted to only those authorized personnel who need the data to perform their official duties;
 3. Authorized personnel who have access to the data are informed of the confidential nature of the data and of the criminal sanctions which may be imposed for failure to appropriately secure the data;
 4. Authorized personnel will only have access to the data after entering a personal identification number (PIN).
- D. That it will not disclose any information received in personally-identifiable form other than to the student (if the student is over 18 years of age) or parent, if the student is under 18 years of age, or to any other person without the consent of the student (if the student is over 18 years of age), or of the parent if the student is under 18 years of age, other than as required to do so by law or court order.
- E. That it will comply with La. R.S. 51:3071 et seq. (Database Security Breach Notification Law) as well as any other applicable federal and/or state laws requiring the notification of individuals whose data may have been affected by a security breach. The Board agrees that it will notify LOSFA immediately upon receipt of credible information indicating that a database security breach has occurred, and it will provide LOSFA with updates regarding any breach as often as requested by LOSFA.

III. The Board shall not assign any interest in this MOU and shall not transfer any interest in same (whether by assignment or novation).

IV. The Board shall develop of method for storing audit logs which track who accessed any data related to this MOU and when the data was accessed. The Board shall ensure limited access to the audit logs to prevent alteration. The Board shall retain such audit logs of not less than three academic years after receipt of such data. For purposes of this paragraph, "academic year" is defined as July 1 to June 30 of the following year.

V. It is agreed that LOSFA, the U.S. Department of Education, and any other federal or state agency which has a business reason to audit the Board's records related to this MOU may audit all records of the Board relating to this MOU, including the audit logs described herein.

VI. Both parties to this MOU shall adhere to the requirements of Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; and the Age Act of 1972.

VII. Both parties agree not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.

VIII. Any act of discrimination committed by either party, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

XI. This MOU shall begin on the date executed by both parties and shall be renewed annually on July 1. This MOU may be terminated by either party by providing thirty days written notice.

THUS DONE AND SIGNED on the day, month, and year written below.

WITNESSES' SIGNATURES:

(Name of School Board)

(Signature of School Board Official)

(School Board Official's Name and Title)

(Date)

WITNESSES' SIGNATURES:

Louisiana Office of Student Financial Assistance

Sujuan W. Boutté, Executive Director

(Date)