

Mississippi Office of Student Financial Aid

LOCAL EDUCATION AGENCY PARTICIPATION AGREEMENT

This Participation Agreement is entered into by and between the Mississippi Office of Student Financial Aid (hereinafter referred to as the "Office"), acting in its capacity as the State Grant Agency, and _____ (hereinafter referred to as the "Local Education Agency or LEA"), collectively referred to as the "parties".

SECTION 1. PARTIES AGREE THAT:

I. PURPOSE

- A. Under the governance of the Board of Trustees of State Institutions of Higher Learning, the Mississippi Office of Student Financial Aid is responsible for the administration of all state-funded student financial aid programs, including grants, scholarships and loans. These funds provide assistance to Mississippi residents in pursuit of their educational and professional goals.
- B. The mission of the Office is to provide all qualified college and college-bound students with state-funded student financial aid, with a focus on Mississippi residents. In keeping with this mission, the Office utilizes a single online application to enable student to apply for all state-funded scholarships, grants or loans. Additional supporting documents may be requested from students to enable the Office to make eligibility determinations.
- C. The Office desires that students be counseled to complete their postsecondary educational pursuits and be counseled about financial aid available to assist them in such pursuits.
- D. The LEA has demonstrated expertise in providing such financial aid counseling and is ideally situated in relation to its students to provide such counseling services to the students under its authority.
- E. The Office has access to certain data required by the LEA to effectively counsel students, and the LEA has certain data required by the Office to effectively and efficiently evaluate student applications for financial aid.
- F. This agreement serves to authorize the sharing of data between the Office and the LEA in a manner that is safe and confidential.

II. TERM OF AGREEMENT

This Agreement is for a term commencing on the Effective Date and shall terminate upon either party sending notice to the other pursuant to the "Notice" provision in SECTION 1(IX) below.

III. SCOPE OF SERVICES

- A. The Office agrees to provide certain data services to the LEA and the LEA agrees to provide certain data services to the Office as set forth in SECTION 2 ("Scope of Services"), in accordance with the terms and conditions of this Agreement. In exchange for the data services provided by the Office to the LEA, the LEA shall use its best efforts to encourage its students to follow through with their postsecondary educational pursuits. In exchange for the data services provided by the LEA to the Office, the Office shall process student applications as expeditiously as possible.
- B. "Services" means, collectively, the services, deliverables, duties and responsibilities described in SECTION 2 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

IV. COMPENSATION

Each party agrees to provide the Services set forth in SECTION 2 at no cost or at no reimbursement of expenses to the other party.

V. CONFIDENTIAL INFORMATION, DISSEMINATION OF INFORMATION, OWNERSHIP, SURVIVAL

- A. Confidential Information: In performance of this Agreement, both parties shall have access to or receive certain

information that is not generally known to others (“Confidential Information”). Each party shall not use or disclose any Confidential Information or any finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Agreement without the prior written consent of the other party. Both parties shall use at least the same standard of care in the protection of the Confidential Information of the other party as each party uses to protect its own Confidential Information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.

- B. Highly Confidential Information: “Highly Confidential Information” means employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. In performance of this Agreement, both parties shall have access to or receive Highly Confidential Information. Each party shall not use or disclose any Highly Confidential information without the prior written consent of the other party.
- C. Transmitting and Storing Highly Confidential Information:
- i. The preferred method of transmitting Highly Confidential Information is via the Office’s Secure Document Share Portal, which is protected via SSL technology. Some Highly Confidential Information may also be shared via the Office’s Secure Counselor Web Application.
 - ii. If it is necessary to mail physical copies of Highly Confidential Information, send the Highly Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt.
 - iii. When it is necessary to mail Highly Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., the Highly Confidential Information must be encrypted. Encryption must utilize the Advanced Encryption Standard (“AES”) algorithm with a key of 256 bits or greater. The Highly Confidential Information shall only be mailed in accordance with the provisions of SECTION 1(C)(ii) above.
 - iv. If it is necessary to transmit Highly Confidential Information electronically via any method not listed in SECTION 1(C)(i) above, the Highly Confidential Information must be encrypted.
 - v. Never send any password or other information sufficient to allow decryption of Highly Confidential Information with the Encrypted Highly Confidential Information.
 - vi. Keep all physical copies (paper or other physical representations) of Highly Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Neither party shall leave Highly Confidential Information unsecured and unattended at any time.
 - vii. Encrypt any Highly Confidential Information stored on electronic media, such as CDs, DVDs, tape, flash drives, etc. Further, such electronic media shall be kept locked, or otherwise have sufficient physical access control measures to prevent unauthorized access. Neither party shall leave Highly Confidential Information in any electronic format, including computer databases, unsecured, meaning accessible without a password, and unattended at any time.
 - viii. Both parties shall password protect any laptop or computer that contains Confidential Information or Highly Confidential Information. Additionally, any laptop or computer that contains Highly Confidential Information shall have its full hard drive encrypted. Neither party shall leave any laptop or computer unattended without enabling a screen-lock or otherwise blocking access to the laptop or computer. Both parties shall ensure that no password or other information sufficient to access a laptop or computer containing Hardware Confidential Information is attached or located near the laptop or computer at any time.
 - ix. Both parties shall take precautions to ensure that access through modems, networks, and the Internet is carefully monitored and limited to authorized users.
 - x. Only authorized users within either party who have signed a Certification Statement shall have access to Highly Confidential Information, unless disclosure of Highly Confidential Information to a third party is authorized by the prior written consent of both parties pursuant to Section D below.

- D. Dissemination of Information: Neither party shall disseminate any Confidential Information or Highly Confidential Information to a third party without the prior written consent of the other party. Each party shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by both parties under this Agreement. Neither party shall make any disclosure or publication whereby a sample unit or survey respondent (including students and schools) could be identified or the data furnished by or related to any particular person or school under these sections could be identified.
- E. Use of Confidential Information and Highly Confidential Information: Each party warrants and represents that it shall not use the Confidential Information or Highly Confidential Information for any purpose not specifically identified in this agreement.
- F. Return or Destruction of Confidential Information and Highly Confidential Information: Each party shall, at the other party's option, destroy or return all Confidential Information and Highly Confidential Information to the other party upon demand within three (3) business days of demand. In addition, that party shall, at the other party's option, destroy or return all Confidential Information and Highly Confidential Information that belongs to the other party within three (3) days of the expiration or termination of this Agreement. In the event the party to which the aforesaid information belongs elects to have the other party destroy the Confidential Information and Highly Confidential Information, that party shall provide an affidavit attesting to such destruction.
- G. Staff and Subcontractors: Each party agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality agreed to herein by that party.
- H. Information Security Procedures: It is critical that Highly Confidential Information be kept secure and protected from unauthorized disclosure. Therefore, all the Highly Confidential Information shared pursuant to this Agreement must be stored securely so that only authorized users within either party have access to it. This means that computer databases should be password protected; that precautions are taken to ensure that access through modems, networks, and the Internet is carefully monitored and limited to authorized users; and that data tapes, disks, paper files and other storage media are kept in secure locations.
- I. Security Incidents: Each party shall report to the other all known or suspected Security Incidents. "Security Incident" means any unauthorized action by a known or unknown person which, if successfully completed, should reasonably be considered one of the following: an attack, penetration, denial of service, disclosure of confidential student or other sensitive information, misuse of system access, unauthorized access or intrusion (hacking), virus intrusion, scan of systems or networks, or any other activity that could affect either of the party's systems or data, or the security, confidentiality or integrity of the data received, stored, processed, or maintained.
- J. Survival: The provisions of this Section shall survive the termination or expiration of this Agreement.

VI. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- A. Both parties represent and warrant that the following shall be true and correct as of the Effective Date of this Agreement and shall continue to be true and correct during the Term of this Agreement:
 - i. Compliance with Laws: The parties are and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time.
 - ii. Authorization: Each party has taken all action necessary for the approval and execution of this Agreement, and execution by the persons signing on behalf of both parties is duly authorized and has been made with complete and full authority to commit both parties to all terms and conditions of this Agreement which shall constitute valid, binding obligations of each party.

VII. NO PERSONAL LIABILITY ASSUMED BY SIGNATORY. The parties agree that the individual(s) signing this agreement on behalf of either party shall not be personally responsible or liable for any of the obligations and duties contained herein.

VIII. NOTICES

All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such

other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by email (followed by the actual document), or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

SECTION 2. SCOPE OF SERVICES

I. THE LEA AGREES

- A. To designate a counselor or other school official at each secondary school under its authority to serve as the school's Authorized Official to ensure completion of the Services outlined in this Agreement on an annual basis. The LEA agrees to notify the Office when access to the Federal Student Aid system is no longer required by any counselor or school official of the LEA (i.e., the individual is leaving a position or his or her job responsibilities have changed).
- B. To ensure the designated Authorized Official at each secondary school has signed a Certification Statement in compliance with SECTION 1(V)(C)(x) above.
- C. To ensure the Authorized Official at each secondary school provides to the Office in the spring of each year, but prior to April 30, a file containing the following data elements for graduating seniors who have granted permission to the LEA for the LEA to share the following information with the Office for financial aid purposes:
 - i. First Name, Last Name, and Middle Initial
 - ii. Address, City, State, Zip Code
 - iii. Social Security Number
 - iv. Date of Birth
 - v. 7-Semester Grade Point Average (GPA) Calculated on a 4.0 Scale
 - vi. SAT Score if available
 - vii. Selection as a National Merit or National Achievement Finalist
 - viii. ACT Composite Score and Lowest ACT Sub-score
 - ix. ACT Test Date
 - x. Certification of the HELP Core Curriculum
- D. To use the HELP Application data provided by the Office to assist HELP Scholarship applicants in the completion of the application and submission of required eligibility documents.
- E. To use the FAFSA completion data provided by the Office to counsel students to complete their postsecondary educational pursuits and about financial aid available to assist them in such pursuits.

II. THE OFFICE AGREES

- A. To use the data provided by the LEA to evaluate a student's eligibility for state financial aid and to administer the state financial aid programs as expeditiously as possible.
- B. To issue a Personal Identification Number (PIN) to the designated Authorized Official at each secondary school under the authority of the LEA once the LEA has an executed Participation Agreement in place with the Office and the designated Authorized Official has submitted a signed Certification Statement. The PIN will grant the Authorized Official access to the Office's Secure Document Share Portal and the Office's Secure Counselor Web Application.
- C. To share the following data with each secondary school under authority of the LEA:
 - i. HELP Scholarship Application Flag (HELP application submitted, HELP application not submitted)

- ii. FAFSA Completion Flag (FAFSA complete, FAFSA incomplete, FAFSA not submitted)
- iii. FAFSA Submitted Date
- iv. FAFSA Processed Date
- v. Selected for Verification Flag (if student's FAFSA has been selected for verification)

In consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their duly authorized representatives on the dates shown below.

For: _____
Local Education Agency Name

For: Mississippi Office of Student Financial Aid
3825 Ridgewood Road
Jackson, MS 39211

Address

City, State, Zip

By: _____

By: _____

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____