

**FAFSA Completion Initiative Participation Agreement
for Texas Public Secondary Education Entities**

PREAMBLE

The United States Department of Education launched the Free Application for Federal Student Aid (FAFSA) Completion Initiative in partnership with state grant agencies to support the goal of enrolling more high school graduates in college as well as to support them in completing their studies and acquiring degrees.

The Texas Higher Education Coordinating Board is the state grant agency statutorily empowered to provide assistance in this endeavor. FAFSA filing is required for students to receive access to Title IV student aid programs such as the Federal Pell Grant and other Federal student loans. It is also used by colleges and universities in awarding most state-based or other higher education institutional-based aid.

To participate in the Texas Higher Education Coordinating Board's ApplyTX Counselor Suite in order to access the FAFSA Filing Status Information on students with whom the Texas Public Secondary Education Entity has an Established Relationship, the superintendent or highest level chief executive officer for the entity must complete and sign this FAFSA Completion Initiative Participation Agreement.

Section 1.0 PARTIES

The Texas Higher Education Coordinating Board (THECB; sometimes referred to as Agency) is an agency of the State of Texas, whose mission is to promote access, affordability, quality, success, and cost efficiency in the state's institutions of higher education, resulting in a globally competent workforce that positions Texas as an international leader in an increasingly complex world economy. THECB also administers state funded scholarship, grant, work study, loan, and loan repayment programs. Additionally, THECB continues to service its federal student loan portfolio, and it administers a loan repayment program funded by a federal grant.

Texas Public Secondary Education Entity (SEE) for the purposes of this agreement is a Local Education Agency, secondary school, or school district formed pursuant to Texas law. SEE holds data relating to Texas students with whom it has an Established Relationship. (Other definitions are set forth in Section 3.0, Definitions.)

For the purpose of this document, the reference to "Agreement" and "Contract" may be interchangeable and have the same meaning. Additionally, the Parties may be referenced individually as "Party" or collectively as "the Parties."

Section 2.0 PURPOSE

The Parties have a common desire to use limited data in order to determine the completion status of a student's Free Application for Federal Student Aid (FAFSA) and facilitate providing assistance to such students in completing the FAFSA, as specified by the United States Secretary of Education.

The United States Secretary of Education has begun the FAFSA Completion Initiative. This is an initiative through which the U.S. Department of Education (USDOE) partners with state student grant agencies, such as THECB, to allow these agencies and Authorized Personnel of these agencies, such as The University of Texas at Austin or its successor as the ApplyTX contractor for THECB, to provide SEEs with limited, yet important, information on progress of students (generally high school seniors) in completing the FAFSA form. This limited information is referred to as FAFSA Filing Status Information. THECB is participating in the initiative in order to promote student access to financial aid that can help increase college enrollment and completion.

Therefore, the purpose of this Agreement is to permit THECB through the ApplyTX Counselor Suite to make FAFSA Filing Status Information available under certain conditions to SEEs in accordance with the USDOE's requirements for participation in the FAFSA Completion Initiative.

Section 3.0 DEFINITIONS

1. **Authorized Personnel of Agency (THECB).** Employees of the Agency (THECB) who require access to the Institutional Student Information Record (ISIR) Data, including FAFSA Filing Status Information (as defined in 6 of this section), to meet any of the purposes of this Agreement (and the Agreement between THECB and the USDOE), including both paid and non-paid staff and authorized agents such as contractors, subcontractors, volunteers, or other parties to whom the THECB has outsourced any of its services or functions. All Authorized Personnel of THECB must be under the direct control of THECB with respect to the use and maintenance of ISIR Data.

Authorized Personnel of Texas Public Secondary Education Entity (SEE). Employees of a SEE 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 SEE has outsourced any of its services or functions. All Authorized Personnel must be under the direct control of the SEE with respect to the use and maintenance of FAFSA Filing Status Information, which is a limited subset of ISIR Data. Authorized Personnel will protect the confidentiality of these data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Authorized Personnel (e.g., high school counselors) of the SEE who plan to access FAFSA Filing Status Information data through

the ApplyTX Counselor Suite will use personal identification numbers to access these data after completion of an annual authentication process conducted by THECB's Authorized Personnel (e.g., Regional Education Service Center for the SEE in conjunction with The University of Texas at Austin, THECB's contractor for the ApplyTX Counselor Suite.)

2. **Breach.** Any unauthorized (intentional or unintentional) disclosure of confidential information that is protected under the Family Educational Rights and Privacy Act, 20 USC § 1232g (FERPA) or any other applicable federal and Texas state law that may result in the potential harm to students, schools and other relevant persons.
3. **Established Relationship.** A relationship between a student FAFSA applicant and a SEE. In the case of a SEE, an Established Relationship exists where the student FAFSA applicant is enrolled in a secondary school under the legal authority of the SEE or the SEE otherwise is providing services to the FAFSA applicant.

In the case of THECB's possible agreement with 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. A Designated Entity is a public or non-profit entity that the U.S. Secretary of Education has designated as eligible to receive FAFSA Filing Status Information from a State Agency such as THECB. (A list of Designated Entities approved by USDOE as of the date of this Agreement is attached as Exhibit B.)

4. **FAFSA.** The Free Application for Federal Student Aid form, authorized by Higher Education Act of 1965 (HEA section 483), which is the Department's common application for determining the need and eligibility of a student for Federal student aid.
5. **FAFSA Filing Status Information.** Information from an Institutional Student Information Record (ISIR) that the Agency may disclose to SEEs and Designated Entities on the completion status of a student's FAFSA. FAFSA Filing Status Information includes: Student's first name and middle initial; Student's last name; Student's date of birth; FAFSA submitted date (the date the FAFSA was submitted to the Department); FAFSA processed date (the date the Department processed the FAFSA); a Selected for Verification flag; and a FAFSA completion flag (e.g., FAFSA not submitted, FAFSA complete, or FAFSA incomplete).
6. **HEA.** Higher Education Act of 1965, as amended, Title IV, Part G, Section 483-STUDENT ELIGIBILITY.
7. **ISIR.** The Institutional Student Information Record (ISIR) is the output document resulting from the submission of a student's FAFSA to the Department and includes the data received, system generated data results and FAFSA Filing Status Information.
8. **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.

9. **Secondary School.** A day, residential, Charter or other school that provides secondary education as determined under State law. In the absence of State law, the Secretary may determine, with respect to that State, whether the term secondary school applies.
10. **Suspension.** In the event of a breach, as defined in Section 3.0(2), THECB may immediately suspend the continuation of this Agreement until such time that SEE has implemented a THECB-approved corrective action plan to remedy the impacts of such breach.
11. **USDOE or Department.** The United States Department of Education was created in 1980 by combining offices from several federal agencies. It is dedicated to: (1) Establishing policies on federal financial aid for education, and distributing as well as monitoring those funds; (2) Collecting data on America's schools and disseminating research; (3) Focusing national attention on key educational issues; and (4) Prohibiting discrimination and ensuring equal access to education.

Section 4.0 TERM OF CONTRACT

The term of the Agreement will begin upon the date of THECB's notice to SEE that this Agreement has been fully executed and will end August 31, 2024, unless terminated earlier in accordance with this Agreement.

Section 5.0 COMPENSATION

There is no compensation set forth under this Agreement. The Parties will bear their own costs and expenses relating to this Agreement.

Section 6.0 TERMS AND CONDITIONS

A. Termination:

Termination for Convenience: Each Party may, at its sole discretion, terminate this Contract upon ten (10) days' written notice to each other.

Interpretation: Each Party may terminate this Contract immediately upon notice to the other in the event federal or state law is enacted, amended, or judicially interpreted so as to render continued fulfillment of the Contract, on the part of the Party terminating the Contract, wholly unreasonable or impossible. Each party reserves the right, at its sole discretion, to unilaterally amend this Contract throughout the Contract Term to incorporate any modifications necessary for its compliance with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

Termination for Cause: Each Party may terminate this Agreement at any time, with cause, upon five (5) days written notice to the other Party. Each Party may further terminate this Agreement upon notice of a breach as defined in Section 3.0 (2) of this Agreement.

Effect of Termination: Upon any termination, all indemnities, including without limitation those set forth in this Contract, as well as Contract provisions regarding confidentiality, records retention, and right to audit will survive the termination of this Contract and will remain in full force and effect.

- B. Amendment:** This Contract may be modified only by written amendment executed by the Parties.
- C. Indemnification:** To the extent permitted under the Constitution and laws of the State of Texas, SEE will defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and THECB, its officers, employees, and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of SEE or any agent, employee, or subcontractor of SEE in the execution or performance of this Contract. SEE will coordinate its defense with the Texas Attorney General as requested by THECB.

This subsection is not intended to and will not be construed to require SEE to indemnify or hold harmless the State of Texas or THECB for any claims or liabilities resulting solely from the negligent acts or omissions of THECB or its employees.

- D. Sovereign Immunity:** The Parties stipulate and agree that no provision of, or any part of this Contract between THECB and SEE, or any subsequent change order, amendment, or other Contract modification will be construed:
- (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas;
 - (2) to extend liability to THECB beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or
 - (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.
- E. Assignment, Delegation, or Subcontracting:** No contractual rights, interests, or obligations assigned, delegated, or subcontracted by SEE will relieve SEE of any obligation or responsibility under this Agreement.

- F. Reporting of Unauthorized Disclosures:** As THECB must report to United States Department of Education in writing of any use, disclosure, or re-disclosure of ISIR data or FAFSA Filing Information not authorized by the Agreement executed between THECB and USDOE, so must SEE report such breaches of use, disclosure, or re-disclosure of ISIR data or FAFSA Filing Information. The SEE must report to THECB as soon as it learns of such use, disclosure, or re-disclosure. For further details on what the report must contain, please reference Exhibit A to this Contract.
- G. Data and Requirements:** The data, FAFSA Filing Status Information, shared pursuant to this Agreement and the requirements for the Parties are set forth on Exhibit A, which is attached and incorporated into this Agreement.
- H. Data Ownership:** The Parties retain all rights and interest to their own internal data. Each Party retains the right to utilize data resulting from this collaboration for internal use, provided that such use: (a) is not prohibited by this Agreement; and (b) is permitted by law, including but not limited to FERPA.
- I. Confidentiality, Public Information Act, and FERPA:** Notwithstanding any provisions of this Contract to the contrary, SEE understands that as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. SEE will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act.

THECB will make a determination whether to submit a Public Information Act request to the Attorney General. This Contract may be subject to the Texas Public Information Act.

SEE agrees to maintain the confidentiality of the FAFSA Filing Status Information received from THECB during the performance of this Contract, including information which discloses confidential personal information.

To the extent permitted under the Constitution and laws of the State of Texas, SEE will indemnify and hold harmless the State of Texas, its officers and employees, and THECB, its officers and employees for any claims for damages that arise from the disclosure by SEE of information held by the State of Texas or THECB to which SEE is privy under this Contract. SEE agrees to comply with FERPA. SEE agrees (1) to protect any confidential student information it receives or accesses that could make a student's identity traceable, and (2) any confidential data analysis or report.

- J. Access provided to “Authorized Personnel”:** The use of FAFSA Filing Status Information is limited to “Authorized Personnel” as described in Section 3.0 (1). Any disclosure of FAFSA Filing Status to Authorized Personnel must comply with all applicable state and Federal privacy laws, including those such as FERPA.
- K. Applicable Law and Venue:** This Contract and any incorporated documents will be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Travis County, Texas.
- L. SEE Responsibilities:** SEE will comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, SEE will furnish THECB with satisfactory proof of its compliance. SEE will provide all labor and equipment necessary to perform its services as envisioned under this Agreement. All employees of SEE will be a minimum of 18 years of age and experienced in the type of work to be performed.
- M. Audit and Compliance:** SEE understands that it will maintain copies of this agreement and make its Authorized Personnel aware of the terms of this agreement. In order to ensure meaningful oversight, THECB may, at its discretion, audit and monitor the SEE’s records, processes, procedures, and electronic systems for compliance with the terms of this Agreement including performance of onsite inspections of the SEE. If a site visit audit is determined by THECB to be appropriate, then such audit will occur during reasonable business hours and with appropriate notice to SEE.
- N. Conflict of Interest:** SEE represents and warrants that SEE, its principals, employees, or subcontractors have no potential conflict of interest under this Contract, and that the provision of services under this Contract does not create an appearance of impropriety. Failure to disclose a conflict of interest may be cause for termination of this Contract.
- O. Financial Interests; Gifts:** SEE represents and warrants that neither it nor any person or entity that will participate in this Contract has received compensation from THECB or any agency of the State of Texas for participation in preparation of specifications for this Contract.
- P. SEE Representations:** SEE hereby covenants, represents and warrants that SEE (including, for purposes of this section, its employees, consultants, subcontractors, and

agents) (1) has the equipment, facilities, and workers with technical expertise and general skills necessary to perform competently and professionally its services in accordance with this Contract, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way SEE's right to enter into this Contract or SEE's right or ability to perform its obligations under this Contract, and (3) will appropriately safeguard the information, that it will not re-disclose the information, and that it will comply with applicable state and federal privacy laws, including FERPA.

Q. Excluded Parties List System: The THECB is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it. SEE certifies that SEE is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

R. Drug Free Work Place: The SEE will comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the SEE will comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

S. Operational and Notices Contact: Unless otherwise agreed to in writing by the Parties, primary contacts for routine communications related to the performance of services and notices required under this Agreement are as follows:

THECB STAFF	SEE REPRESENTATIVE
Program Manager: Jane Caldwell Director of Student Support Texas Higher Education Coordinating Board 1200 East Anderson Lane Austin, Texas 78752 (512) 427-6455 [WORK] (512) 427-6444 [FAX] E-mail: applytexasapplication@theeb.state.tx.us	<hr/> {Lead Contact/Counselor or Administrator} <hr/> {District (SEE) Name & TEA Number (6 digits)} Address: _____ <hr/> Work Phone & Fax: _____ Email: _____

Notices will be in writing and will be given by email and followed by personal delivery or by overnight courier or by certified or registered mail, postage prepaid, return receipt requested, to the office shown above.

- T. By signature to this Contract, SEE makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If SEE signs this Contract with a false statement or it is subsequently determined that SEE has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, SEE will be in default under this Contract and THECB may terminate or void this Contract for cause and pursue other remedies available to THECB under this Contract and applicable law.
- U. **Severability and Waiver:** The invalidity, illegality, or unenforceability of any provisions of this Contract will in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the Parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, will be cumulative and may be exercised from time to time. Failure by THECB or SEE at any time to require strict performance of any contractual provision or obligation contained herein will not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance.

- V. **Entire Agreement:** This Contract (including its Exhibits) contains the final, complete and exclusive understanding of the Parties, and supersedes all prior contemporaneous, oral or written understandings, representations, and negotiations between Parties relating to the subject matter of this Contract. The Parties further agree that this Contract may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Contract or otherwise.

Section 7.0 SIGNATURES:

By signature hereon, the individual(s) below represent and warrant that they are duly authorized representative(s) of the Parties and have the authority to bind the Parties in this Contract.

<p>TEXAS HIGHER EDUCATION COORDINATING BOARD 1200 East Anderson Lane Austin, Texas 78752</p>	<p>_____ TEXAS PUBLIC SECONDARY EDUCATION ENTITY NAME (E.G, DISTRICT NAME):</p> <p>_____ TEA DISTRICT (SEE) NUMBER (6 DIGITS):</p>
<p><u><i>Raymond A. Paredes</i></u> SIGNATURE:</p> <p><u>RAYMUND A. PAREDES, Ph.D.</u> PRINTED NAME:</p> <p><u>COMMISSIONER OF HIGHER EDUCATION</u> TITLE:</p> <p><u>1/27/15</u> DATE:</p>	<p>_____ SIGNATURE:</p> <p>_____ PRINTED NAME:</p> <p>_____ TITLE: [Superintendent/Chief Executive Officer]</p> <p>_____ DATE:</p>

EXHIBIT A

DATA SHARING. Before sharing any Free Application for Federal Student Aid (FAFSA) Filing Status Information, the THECB must have a written data sharing agreement with a LEA, secondary school, school district, or designated entity. For purposes of this Agreement the term “SEE” will incorporate the references to LEA, secondary school, or school district. The only information that may be shared under the *FAFSA Completion Initiative* is the limited FAFSA Filing Status Information. Specifically, THECB via the ApplyTX Counselor Suite may only disclose to the SEE the following on its students:

- (1) the student’s last name;
- (2) the student’s first name and middle initial;
- (3) the student’s date of birth;
- (4) if filed, the date the FAFSA form was submitted to the USDOE;
- (5) the date the USDOE processed the FAFSA form, if applicable;
- (6) a Selected for Verification flag indicating the need for the FAFSA applicant to provide additional information, if applicable; and
- (7) a FAFSA completion status flag, as determined by THECB (the state student grant agency) (i.e., FAFSA not submitted, FAFSA complete, or FAFSA incomplete).

THECB is prohibited from disclosing the following:

- (1) students’ SSNs;
- (2) student and parent financial information, or
- (3) any other information, except the FAFSA Filing Status Information, from the FAFSA form or in the ISIR Data.

BREACH OF FAFSA FILING STATUS INFORMATION DATA USE. In accordance with Section 6.0, Terms and Conditions, paragraphs F and I, SEE agrees to comply with FERPA, 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 C.F.R. Part 99. SEE agrees:

- (1) to protect any confidential student information it receives or accesses that could make a student’s identity traceable, and
- (2) SEE must ensure that all authorized personnel (users) it may employ or include are aware of and agree to be in compliance with FERPA requirements.

The report of any notice of a breach in data use to THECB must contain:

- (1) the nature of the unauthorized use, disclosure, or re-disclosure;
- (2) the ISIR data or FAFSA Filing Status Information used, disclosed, or re-disclosed;
- (3) the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure.

In turn, THECB must report to the USDOE details of the breach in data use reported by the SEE regarding:

- (4) what the Agency (THECB) 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
- (5) what corrective action(s) the Agency has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.

In the event that THECB requests additional information or action from the SEE concerning the unauthorized disclosures, the SEE will exercise all reasonable efforts to comply with such requests.

ASSURANCE OF AUTHORIZED DATA USE. SEE will not disclose or use the Federal Student Aid Information (“FAFSA Filing Status Information”) it receives from THECB except as provided for in this Agreement. SEE must protect all Federal Student Aid Information from unauthorized disclosure or access. Such protection will include, but is not limited to the following:

- (1) SEE must report immediately to THECB any security incidents, breaches, potential threats, or vulnerabilities involving the FAFSA Filing Status Information;
- (2) SEE must ensure that all FAFSA Filing Status Information is marked according to its sensitivity and is properly maintained, controlled and stored; and
- (3) SEE must ensure that all authorized users (Authorized Personnel, as defined in Section 3.0, who will receive FAFSA Filing Status Information, are aware of and agree, in writing, to be in compliance with the requirements of this section of the Agreement.

ASSURANCES OF NO RE-DISCLOURE OF FAFSA DATA. SEE provides assurances to THECB that it will not re-disclose or share the FAFSA Filing Status information obtained from the THECB in personally identifiable form other than (1) to Authorized Personnel of the SEE, 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 postsecondary 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 the Family Educational Rights and Privacy Act (20 U.S.C. 1232g.

EXHIBIT B

Letter July 10, 2014

Exhibit B may be updated in the event that USDOE modifies its description of Designated Entities. This Agreement need not be amended to except such a modification but the Parties must keep and date such a modified description for its records relating to this Agreement.

GEN-14-12

July 10, 2014

Subject: Announcement of "Designated Entities" Eligible to Receive FAFSA Filing Status Information Under the FAFSA Completion Initiative

Summary: This letter announces two sets of designated entities that may receive FAFSA Filing Status Information from State Grant Agencies under the new FAFSA Completion Initiative.

Dear Colleague:

With the assistance of many of the state grant agencies, we recently implemented the *FAFSA Completion Initiative* to help increase the number of students who complete the Free Application for Federal Student Aid (FAFSA) to apply for Federal, State, and other student financial aid. Under the *FAFSA Completion Initiative* state grant agencies are authorized to provide limited FAFSA information to high schools, school districts, and to certain "designated entities."

On March 14, 2014, we informed state grant agencies that a revised "Student Aid Internet Gateway Application for State Grant Agencies" (SAIG Application) was available for execution. The revised SAIG Application includes a provision allowing a state grant agency to disclose defined "FAFSA Filing Status Information"¹ to local educational agencies (LEAs), to secondary schools, and to other entities that have been designated by the Secretary. Obtaining this information will allow the LEA, secondary school, or designated entity to identify students who should be completing a FAFSA.

We have attached to this Dear Colleague Letter –

- The revised SAIG Application;
- The March 14, 2014, letter that was provided to all state grant agencies announcing the revised SAIG Application; and

¹ See the definition of "FAFSA Filing Status Information" in Section C (Definitions) in the SAIG Participation Agreement for State Grant Agencies, (Part 2 of the SAIG Application).

- The set of *Questions and Answers (Q&As)* that was provided to state grant agencies that explains the new *FAFSA Completion Initiative*.

As discussed in Q&A #8, under the SAIG Application a designated entity that can receive FAFSA Filing Status Information from a state grant agency “. . . is a public or nonprofit entity that the Department [of Education] has designated as eligible to receive FAFSA Filing Status Information.” To receive FAFSA Filing Status Information for a student, the designated entity must have an established relationship with the student. An established relationship exists between a student and a designated entity when the student is enrolled in, has registered with, or is receiving services from the designated entity to assist the student in the pursuit of postsecondary education.

As is the case for the release of FAFSA Filing Status Information to secondary schools and to LEAs, designated entities may receive FAFSA Filing Status Information from a state grant agency only if: (1) the state grant agency has submitted to the Department the completed SAIG Participation Agreement (Part Two of the SAIG Application); (2) the state grant agency has executed a written agreement with the designated entity as provided in Section G of the SAIG Participation Agreement; and (3) the designated entity has an established relationship with the student, as defined in Section C (Definitions) of the SAIG Participation Agreement and above.

FAFSA Filing Status Information provided to an LEA, secondary school, or designated entity may only be provided to authorized personnel of the LEA, secondary school, or designated entity and only for the authorized purpose, as provided in Section B (Purpose of the Agreement) of the SAIG Participation Agreement, of providing assistance to the student in completing the FAFSA. The definition of authorized personnel is provided in Section C (Definitions) of the SAIG Participation Agreement.

This letter informs state grant agencies, and others, that the Secretary has designated the following two categories of nonprofit entities as eligible to receive FAFSA Filing Status Information from state grant agencies under provisions of the revised SAIG Participation Agreement, and as discussed above.

1. Entities that are grantees of the U.S. Department of Education under --

- The Talent Search, Upward Bound, and Student Support Services programs (the TRIO Programs) authorized by Chapter 1 of Subpart 2 of Part A of Title IV of the Higher Education Act (HEA) and
- The Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR-UP) authorized under Chapter 2 of Subpart 2 of Part A of Title IV of the HEA.

Information about these Department of Education grantees can be obtained by contacting –

- For the TRIO Programs: Princess Uzzelle, Program Support Assistant (202-502-7737, Princess.Uzzelle@ed.gov), or Chaz Gipson, Education Program Specialist (202-502-7637, Chaz.Gipson@ed.gov); and
- For the GEAR UP Program: Nofertary Fofana, Grant Management Specialist (202-502-7533, Nofertary.Fofana@ed.gov).

2. American Indian and Alaskan Native Educational Entities that are -

- Tribal Education Agencies – A Tribal Education Agency is the agency, department, or instrumentality of a Federally-recognized or State-recognized Indian tribe that is primarily responsible for supporting the elementary and secondary education of tribal students.
- Indian Organizations – As defined in the Department’s regulations at 34 CFR 263.3. For additional information contact Joyce Silverthorne, Director Office of Indian Education, U.S. Department of Education (202-401-0767, Joyce.Silverthorne@ed.gov).

These agencies and organizations may receive FAFSA Filing Status information for students other than tribal students if, like the tribal student, the agency has an established relationship with the student, as discussed above.

As a reminder, before any entity (LEA, secondary school, or designated entity) may receive FAFSA Filing Status Information, it must have executed a written agreement with the state grant agency consistent with the SAIG Participation Agreement.

Questions about this announcement of "designated entities" for purposes of the *FAFSA Completion Initiative* should be directed to FAFSACompletion@ed.gov.

Questions about completing the SAIG Application should be submitted to SAIG Technical Support at 1-800-330-5947.

Sincerely,

A handwritten signature in black ink, appearing to read "James W. Runcie". The signature is fluid and cursive, with the first name "James" being the most prominent.

James W. Runcie
Chief Operating Officer

Attachments: The Student Aid Internet Gateway Application for State Grant Agencies
(SAIG Application)

March 14, 2014, Letter to State Grant Agencies

Questions and Answers (Q&As)