

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.

- D. The LEA or Secondary School shall restrict access to the data provided 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.
- E. The LEA or Secondary School will advise all personnel with access to the data provided under this Agreement of the confidential nature of the data, the safeguards required to protect the data, and criminal sanctions for noncompliance under applicable Federal, State or local laws.
- F. The LEA or Secondary School will maintain a historical record that identifies to the Commission or its representative, the identification of the individual(s) with access to the Commission's network for three (3) years following the last day of the award year.
- G. The LEA or Secondary School will immediately disable the password and ID of any employee or agent of the LEA or Secondary School whose change in employment status or duties no longer requires access to the Commission's network or data. Copies of this documentation shall remain at the LEA or Secondary School.
- H. The LEA or Secondary School will ensure that all employees or agents who require WebGrants (GDS) access will sign a "Grant Delivery System (GDS) WebGrants User Access Request Form" prior to being granted access to the WebGrants System. Such access will be granted for a period of time not to exceed one (1) year, and shall be renewed upon completion of either an annual Commission-supplied or Institutional-supplied training in areas of information security, privacy and confidentiality. Copies of this documentation shall remain at the Institution.

Data Security

- A. The LEA or Secondary School will protect the integrity of the FAFSA Filing Status information / DREAM Act Filing Status information received under this Agreement from unauthorized access, use or re-disclosure.
- B. The LEA or Secondary School shall maintain a historical record that identifies to the Commission or its representative, the identification of the individual(s) with access to the Commission's network for three (3) years following the last day of the award year.
- C. Passwords and user identification numbers (IDs) are to be treated as confidential information. Employees or agents of the Institution shall not share passwords and IDs. Passwords will be changed on a regular basis, as required by the Commission.
- D. Confidential data that is no longer required for use by the LEA or Secondary School, or are determined by the Commission to be subject to return or destruction, shall be returned or destroyed in a secure manner, ensuring that no reconstruction or derivation of the data, media or materials is possible according to the California Civil Code Section 1798 et seq; Government Code Section 6250 et seq. and the State Accounting Manual (SAM) Chapter 5300.
- E. The LEA or Secondary School shall establish training programs and acceptable use policies for LEA or Secondary School employees regarding information security, privacy and confidentiality to include Commission data.

- F. The LEA or Secondary School will establish and enforce policies to ensure that Commission data and WebGrants access are conducted from secured systems on-site within the LEA or Secondary School.
- G. The Institution will notify the Commission immediately of any security, integrity or confidentiality incident(s) involving Commission data or network exposure by contacting the Commission's ITS Help Desk at 1-888-294-0148. Such incidents may include, but are not limited to unauthorized or accidental modification, destruction, disclosure, loss, or access to automated files and databases, as well as incidents involving loss, damage or misuse of information assets. Such incidents shall be followed up with a written report of the incident, signed by the AO and the Institution's Chief Executive Officer and submitted to the Commission's Information Security Officer (ISO) within ten (10) business days after the Institution's awareness of the incident.
- H. No Commission data or assets shall be transferred to or shared by the LEA or Secondary School with any third party.
- I. To the extent authorized by law, the LEA or Secondary School will accept liability for any direct or consequential damages to the Commission, its network or data, caused by the negligence or intentional misconduct of itself, its employees or agents.

ARTICLE III – FAFSA COMPLETION PROGRAM – GENERAL PROVISIONS

- A. EFFECTIVE DATE. The effective date of this Agreement is the Commission's notification to the LEA or Secondary School that this Agreement and the required Grant Delivery System (GDS) WebGrants Information Security and Confidentiality Agreement have been received and approved.
- B. TERMINATION. The Agreement may be terminated by either party upon thirty days (30) prior written notice to the other party. All confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. COMPLIANCE. The LEA or Secondary School agrees to make available at the time of program compliance review, or at any time at the request of the Commission staff, any records and personnel related to its compliance with the terms of this Agreement.
- D. NONCOMPLIANCE. If the Commission finds that the LEA or Secondary School has failed to comply with this Agreement, the Commission shall require the LEA or Secondary School to delete or return all data received under this Agreement, including any copies made of such data. The Commission may terminate this Agreement and/or take such other action as may be necessary and appropriate to protect the interests of the FAFSA applicants, the Commission and/or its financial aid programs, and any other party impacted by noncompliance with this Agreement.

E. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties and may only be amended in writing signed by the Parties.

F. **SEVERABILITY:** If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.

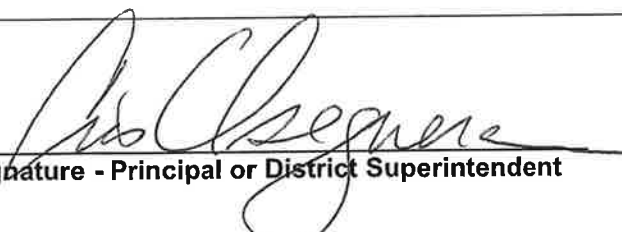
In the event of any inconsistency between any of the provisions of this Agreement and applicable federal or state law or regulation, the law or regulation shall prevail over the conflicting provision and the remaining provisions of this Agreement shall remain in full force and effect.

Name of Local Educational Agency: Hamilton Unified School District
 (School District, Public Board of Education)

Address: P.O. Box 488 Hamilton City, CA 95951

Please identify the high schools to be covered under this agreement:

| Name of Secondary School | College Board Code (05XXXX) |
|--------------------------|-----------------------------|
| Hamilton High School | 051125 |
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| | |
| | |


 Signature - Principal or District Superintendent

9/15/15
 Date

Cris Oseguera, Principal
 Name & Title

coseguera@husdschools.org
 Email Address