



# IOWA

## Department of Education

McKenzie Snow, Director

Kim Reynolds, Governor  
Adam Gregg, Lt. Governor

**AGREEMENT between**  
**IOWA VOCATIONAL REHABILITATION SERVICES, a Division of Iowa Workforce Development,**  
**and the**  
**IOWA DEPARTMENT OF EDUCATION**

### I. Purpose

Iowa Vocational Rehabilitation Services, a Division of Iowa Workforce Development and hereafter known as IVRS, and the Iowa Department of Education, hereafter known as the DE, both share responsibility to prepare students with disabilities for successful community employment. Both entities are responsible for transition services and the continuous improvement of services provided by each entity, in collaboration with each other will result in improved employment outcomes. The purpose of this agreement is to facilitate the integration and coordination of these transition services from school to post-secondary education and/or employment, for students with disabilities who are enrolled in secondary education and are eligible, or potentially eligible, to receive vocational rehabilitation services. Specifically, the intent of this agreement is to:

- Define the responsibilities of both entities within a tiered system of support;
- Provide for efficient and effective utilization of resources;
- Minimize duplication; and,
- Delineate a basis for continuous, effective working relationships between the two entities.

### II. Consultation and Technical Assistance

IVRS staff will provide consultation and technical assistance to Local Education Agencies (LEAs) and Area Education Agencies (AEAs). These services are intended to benefit students or youth with disabilities as they transition from school to post-secondary life related to an employment outcome. These services are to assist school personnel in developing a seamless system of transition for all students. A vocational rehabilitation counselor or other staff member will work in concert with educational agencies designated by the DE to provide services for students who are receiving special education services under an Individualized Education Program (IEP), or services provided according to Section 504, to provide Pre-Employment Transition Services (Pre-ETS) to students who are Potentially Eligible (PE) for IVRS. Services may include, but are not limited to, job exploration counseling, workplace readiness training, work-based learning experiences, counseling on opportunities, self-advocacy instruction and other general services applicable to groups of students with disabilities and youth with disabilities. All of the above described services will be outlined in a Local School Plan with each LEA annually. The Local School Plan will be individualized to meet the needs of each LEA. LEA staff, IVRS staff and other community partners shall be included in the development of each Local School Plan.

These services are generally provided with groups of students and youth who are under an IEP or Section 504, but may be delivered individually. Additionally, alternative means for meeting participation (e.g., video conferences and conference calls) may be used for IEP team participation and to assist LEAs in planning for the transition of students with disabilities.

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Educators will request consultation and technical assistance services from IVRS when needed to plan for individual transition needs, including development of the student's course of study. Educators will consult with IVRS regarding the student's impediments to employment and provide all information available for all whom consent has been given.

### **III. Transition Planning**

Transition planning in the state of Iowa must be in place no later than the first IEP to be in effect when the child turns 14, or younger if determined appropriate by the IEP team. Consideration for eligibility for special education services continues through the year that a student turns 21 years of age, or to the maximum age allowed by Iowa Code section 256B.8.

A *Consent to Release Information to and from IVRS* form is needed for the LEA/AEA to release education records to IVRS for the purpose of determining whether a student may be considered for participation in IVRS programs, identifying IVRS services from which the student may benefit, or both. This consent pertains to all records related to the student, regardless of how they are stored or in what format they exist, including special education records (IEPs, special education evaluation reports and other eligibility information), Section 504 records (504 Plans, 504 evaluation reports and other eligibility information), special education and general education progress measurement data, transcripts, statewide and districtwide assessment results, and any other education record contained within the student's permanent record or cumulative record. The consent form also allows IVRS to release information related to services received, including Pre-ETS and the student's Individualized Plan for Employment (IPE), to the LEA/AEA.

IVRS counselors and educators are both responsible for transition planning. IVRS involvement in the IEP development and completion will be determined by individual student need, not student age or grade. IEP teams and IVRS counselors will consider four factors to determine when employment preparation should start and the intensity of the services that should be provided:

- Student knowledge and skills;
- Student learning characteristics, including student response to ease of accessibility and accommodations;
- Complexity of support needs; and,
- Number of environments impacted.

The more intense the need for services, the earlier preparation should start and the more people who have specialized knowledge (e.g.; work experience counselors, IVRS counselors) should be involved. This involvement may be provided by IVRS as part of the Pre-Employment Transition Services (Pre-ETS) provided. These services can be conducted in a group setting and will require collaboration to determine the Pre-ETS activities that are needed by that specific LEA and will suit the students in that setting.

Those students who require more intensive services in order to learn, understand and apply the information from Pre-ETS activities will be encouraged to submit an application for IVRS. Intense services may not be provided without the student having been determined eligible and served under an Individualized Plan for Employment (IPE).

IVRS staff will review information for students who submit an application for services and AEA/LEAs will share existing information which will assist IVRS in determining a student's eligibility. If needed, students

will participate in additional assessment(s) to determine eligibility services. The scheduling of these assessment(s) will require collaboration between IVRS, LEA and AEA staff members.

Once an eligibility determination has been made by IVRS, the decision will be shared with the LEA and AEA staff for all whom consent has been given. This information will be considered as part of the student’s transition plan within the IEP.

IVRS counselors will develop an IPE for each student determined to be eligible for IVRS within 90 days of being removed from the IVRS waiting list. The student, parents, educators and IVRS counselors will collaborate so that the goals of the IEP and the IPE will be consistent with one another.

**IV. Roles, Responsibilities and Financial Obligations**

Each entity shall be responsible for the costs they incur in carrying out this agreement, including:

IVRS	DE
<ul style="list-style-type: none"> <li>• Develop the Local School Plan in collaboration with LEA staff, AEA staff and community partners.</li> <li>• Obtain a signed <i>Consent to Release Information to and from IVRS</i> form for each student identified for services through IVRS.</li> <li>• Obtain PE documentation and a completed Pre-ETS Agreement.</li> <li>• Provide Pre-Employment Transition Services (Pre-ETS) in collaboration and coordination with the LEA, ensure that services (including individualized services under an IPE) are not duplicative nor do they supplant existing LEA services.</li> <li>• Use assessment information provided by education to determine eligibility and services. Secure additional assessment only when necessary and assume financial responsibility for the cost of the additional information.</li> <li>• Provide consultation and technical assistance to educators.</li> <li>• Participate in the development of the employment and related components of the IEP, based on individual need.</li> <li>• Develop an IPE for students within 90 days of being removed from waiting list, unless an extension is approved.</li> <li>• Ensure the IPE goals are consistent with IEP employment goals.</li> </ul>	<p>Will collaborate with IVRS to provide joint training as needed to ensure AEA and LEAs understand their responsibilities to:</p> <ul style="list-style-type: none"> <li>• Participate in the development of the Local School Plan with IVRS and partners. Participants may include but are not limited to administration, special education teacher(s), school counselor, and/or CTE teachers.</li> <li>• Assist with identifying students for services through IVRS.</li> <li>• Obtain a signed <i>Consent to Release Information to and from IVRS</i> form for each student identified for services through IVRS.</li> <li>• Assist IVRS in obtaining PE documentation and a completed Pre-ETS Agreement.</li> <li>• Provide all existing educational assessment and performance information relevant for the determination of IVRS eligibility and services.</li> <li>• Request consultation and technical assistance from IVRS counselors when needed for planning and implementing transition services.</li> <li>• Consult with IVRS staff for identification of student’s vocational needs and services.</li> <li>• Develop and complete the employment component of the IEP, based on individual need.</li> </ul>

<ul style="list-style-type: none"> <li>• Provide or arrange for services required by the IPE goal, including assistive technology devices, when the student has been determined eligible for IVRS services and has an individual employment plan where the services are needed for the student’s specific employment outcome. Provide assistance in the purchase of tools, supplies and other job related personal expenses for IVRS eligible students who have demonstrated success in a 4+ career and technical program as it relates to the IPE goal.</li> <li>• Arrange and pay for the development of a supported short-term paid work experience for the most significantly disabled students who require this service.</li> <li>• Arrange and pay for job development and job coaching needed to serve the most significantly disabled students who require supported employment services. If long-term supports are needed after high school, IVRS will assist the LEA in coordinating these services for their final career.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure IEP employment goals are consistent with IPE goals.</li> <li>• Work with IVRS staff to identify whether IVRS referral is appropriate and the supports needed to complete the application.</li> <li>• Pay for all services listed on the IEP, including assistive technology, unless another agency or entity agrees to provide such services.</li> <li>• Provide and/or pay for job coaching, when needed, as part of the instructional component of the IEP. LEA will provide the instructional training when it is for the student to learn job skills, learn about the world of work, and explore occupations to make an informed decision about a future work goal.</li> <li>• Provide and/or pay for extended school year supports, as needed</li> </ul>
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**V. Outreach and Identification**

The mission of IVRS is to provide expert, individualized services to lowans with disabilities to achieve their independence through successful employment and economic support.

Outreach efforts are identified in the Local School Plan for each LEA. Some of these activities could include but are not limited to attending an IEP meeting, participating in transition fairs or back to school nights, and other transition planning meetings. Additional outreach efforts include meeting and becoming known to LEA staff (teachers, school nurse, school counselor, administration, etc.) so LEA staff can identify students who need services through IVRS, as appropriate.

For Potentially Eligible (PE) students in need of Pre-ETS, PE documentation and a completed Pre-ETS Agreement are needed for participation in these activities. For students with more intensive needs, who would benefit from individualized VR services, an application for IVRS would be completed to determine eligibility for services. In order for information to be shared between IVRS and the LEA/AEA regarding these services, a signed *Consent to Release Information to and from IVRS* form must be obtained for each student identified for services.

The determination of eligibility requires that a qualified Rehabilitation Counselor employed by IVRS perform a comprehensive analysis of the disabling conditions, impediments to employment and justification of why the student requires services from IVRS to be successfully employed. As such, an eligibility justification is a process for the Rehabilitation Counselor to learn about the student’s presenting disability and gain understanding of the implications. Through a process of analysis, the IVRS Rehabilitation Counselor must consider the impact of the disabling conditions upon the student’s ability to work, and then synthesize the information to determine if the student can be successful with IVRS by providing technical assistance and consultation to existing systems or if the student requires intensive

services to be successful in employment. A thorough process of developing an understanding from the student's point of view, analyzing the information and synthesizing it in relationship to IVRS requirements and then determining the priority of service and service needs involves:

- Gather information that describes the student's disability and the difficulty the student is having in gaining access to services and supports to be successful in employment;
- Analyze the information in relationship to the student's ability to prepare for, obtain, maintain and advance in employment and how the student can access services and supports that exist to more fully understand the implications of the student's disability upon employment;
- Consider those impediments that have been identified to determine the seriousness on the student's ability to prepare for, obtain, maintain or advance in employment as well as the timeframe required to successfully complete services and obtain employment that could not otherwise be obtained from other organizations; and,
- Determine the priority for services by examining the seriousness and evaluating if the serious impediment has implications in preparing for, obtaining, maintaining or advancing in employment and the specialized services and supports that are necessary for the student to be successful.

Services are provided to students who have a priority rating consistent with the category (Most Significantly Disabled, Significantly Disabled, Others Eligible) being served. Students on the waiting list may continue to participate in Pre-ETS as long as the student participated in these activities prior to being placed on the waiting list.

As appropriate to the vocational needs of each student and consistent with each students' informed choice, VR must ensure that the appropriate rehabilitation services are available to assist the student with the disability to prepare for, secure, retain, regain or advance employment. These services should be consistent with the student's unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choices. IVRS may determine that a student is no longer eligible for services and close the case if an error in determination was made.

## **VI. Section 511 - Limitations on Use of Subminimum Wage**

Under the section 511 of Rehabilitation Act, 14(c) businesses referred to as "employers" are prohibited from employing any individual with a disability who is 24 years of age or younger at subminimum wage, unless the individual has received documentation from IVRS upon completion of the activities. Coordination between LEAs, AEAs, DE and IVRS is needed to meet documentation requirements under section 511 of the Rehabilitation Act for students and youth with disabilities seeking subminimum wage employment. These entities must document the completion of the following activities:

1. Pre-ETS that are available to a student with a disability or transition services under the Individuals with Disabilities Education Act (IDEA)
2. Apply for vocational rehabilitation services and the individual was determined
  - a. Ineligible for vocational rehabilitation services, or
  - b. Eligible for vocational rehabilitation services, and
    - i. The youth with a disability had an approved Individualized Plan for Employment (IPE)
    - ii. The youth with a disability was unable to achieve the employment outcome specified in the IPE

- iii. The youth with a disability's case record is closed.
- 3. Career counseling and information and referral services to federal and state programs to help the individual discover, experience and attain competitive integrated employment. The counseling and information cannot be for employment at sub-minimum wage and should be provided within 30 calendar days.

The DE will encourage each LEA to obtain consent and provide IVRS documentation that the student has completed transition services or received Pre-ETS when seeking subminimum wage employment. Documentation can include the student's IEP, transition assessment results, work based learning data, summary of performance and any other specific data/documentation around transition experiences, assessment and instruction. Documentation should be provided by the LEA to the IVRS staff assigned to the LEA no later than 30 calendar days after the determination of sub minimum wage has been made.

These sub-minimum wage requirements and documentation requirements should be shared by IVRS and DE with LEA, AEA, parents/guardians and students. IVRS will maintain the documentation and provide a copy to the student within 45 days after the completion of services. Any of the services identified above that the LEA provided must be documented by the LEA and provided to IVRS and the student.

The DE and LEAs will not enter into a contract or other arrangement with an entity for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a subminimum wage.

**VII. Amendments**

This agreement may be amended at any time upon mutual consent of the parties. Any amendment must be in writing and signed and dated by the parties.

**VIII. Term**

This agreement shall be effective from October 1, 2023, through September 30, 2025. The parties, upon mutual consent and in writing, may renew this agreement for any number of two-year extensions.

*Brian S. Dennis*

8/21/2023

Brian Dennis, Interim Administrator  
Iowa Vocational Rehabilitation Services

Date

*McKenzie Snow*

11/15/2023

McKenzie Snow, Director  
Iowa Department of Education

Date

## APPENDIX A

### Section 1. Identity of Parties

- 1.1 The State of Iowa, Department of Education, (referred to in this document as the "IDE") is the issuing agency for this Agreement. The IDE's address is: Grimes State Office Building, Des Moines, Iowa 50319-0146. The IDE is a state education agency (SEA) as defined under 20 U.S.C. 1232g(a)(3) and it is able to collect and maintain student educational records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. §1232g(b) and 34 CFR Part 99.
- 1.2 Iowa Vocational Rehabilitation Services (referred to in this document as "IVRS") is able to collect and maintain student educational records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. §1232g(b) and 34 CFR Part 99; IVRS's address for purposes of this Agreement is 510 East 12<sup>th</sup> Street, Des Moines, IA 50319.

Section 2. State and Federal Authority for this Agreement. FERPA regulates the disclosure of education records so that personally identifiable information from education records (PII) cannot be disclosed without written consent unless the disclosure falls under an allowable exception as defined under 34 CFR § 99.31. Allowable exceptions include but are not limited to disclosures for the purpose of conducting studies for, or on behalf of schools, school districts, or postsecondary institutions (see Studies Exception: 20 U.S.C. §1232g(b)(1)(F) and §99.31(a)(6)). Studies can be for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction. Allowable exceptions also include disclosures to an authorized representative for the purpose of auditing or evaluating a federal or state supported education program or to enforce or comply with federal legal requirements that are related to those education programs. (see Audit or Evaluation Exception: 20 U.S.C. 1232g(b)(1)(C), (b)(3), and (b)(5) and §§99.31(a)(3) and 99.35). IDE and IVRS are further authorized by Iowa Code Section 7E.3 and Iowa Code Section 262.9(13) and Iowa Administrative Code 681-13.8 to enter into contractual agreements as may be necessary for the effective discharge of their duties.

Nothing in this Agreement shall be construed to mean that this Agreement is the only way PII can be shared by IDE with IVRS, or construed to limit or eliminate otherwise valid and available means of sharing PII with IVRS by IDE or by an Iowa school district, an Iowa area education agency, or an Iowa accredited nonpublic school.

Section 3. Purpose. This Agreement is entered into by IDE and IVRS to enable and support the evaluation of the vocational rehabilitation program. Data requested will be used for Rehabilitation Services Administration (RSA) 911 reporting requirements. In addition, this data will be used for other state and federal reporting. Results may be published consistent with the confidentiality and FERPA provisions outlined herein. Publications include but are not limited to journals, posters, conference proceedings, presentations, and newsletters.

Section 4. Key Terms & Definitions

**Authorized Representative:** An Authorized Representative is defined as specified in FERPA regulations, § 99.3. An Authorized Representative is any entity or individual designated by a State or local educational authority or an agency headed by an official to conduct, with respect to Federal or State supported education programs, any audit or evaluation, or any compliance or enforcement activity in connection with Federal legal requirements that relate to these programs.

**Authorized Users:** Authorized Users are those individuals and entities that are authorized to access to the data provided by IDE for the purposes of this Agreement. Authorized Users are limited to IVRS Iowa Rehabilitation Services System (IRSS) Project Management Team (PMT), IVRS employees and contracted staff who have a bona fide need to use the data to perform an analysis of the program and other duties as assigned. Other Authorized Users may also be included, but only upon the express written consent of IDE. Such written consent shall not be withheld unreasonably.

**Education Program:** An education program will be defined as specified in the FERPA regulations, §99.3. An education program includes programs that are principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is directly administered by an educational agency or institution. For a definition of “early childhood program” please refer to §99.3 of the FERPA regulations.

**Personally Identifiable Information:** Personally identifiable information from education records (PII) is information from education records that can be used to distinguish or trace an individual’s identity. Under FERPA [34 CFR § 99.3], PII includes but is not limited to:

- a. The student’s name
- b. The name of the student’s parent or other family member
- c. The address of the student or student’s family
- d. A personal identifier, such as the student’s social security number, student number or biometric record



- e. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name.
- f. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
- g. Information requested by a person who the education agency reasonably believes knows the identity of the student to whom the education record relates.

**Iowa Student State ID (State ID):** The State ID is a unique statewide student identifier that is required for every public school student in prekindergarten through twelfth grade in Iowa. The identifier is assigned by the IDE using the State ID System. The State ID facilitates data submission through the Student Reporting in Iowa System. Access is restricted to authorized personnel. Students retain this unique identifier as they progress through the school system and even if they transfer or move in and out of private schools or across state borders. The State ID is PII.

**Confidential Information Breach:** A Confidential Information Breach shall mean an instance where an unauthorized person or entity accesses PII in any manner, including but not limited to the following occurrences: (1) any PII that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any PII that is not encrypted or protected without prior written authorization from IDE; (3) the unauthorized acquisition of encrypted or protected PII together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud.

#### Section 5. Authorized Representative

This Agreement designates IVRS as an Authorized Representative of IDE, consistent with applicable federal and state laws concerning the confidentiality of student record information including FERPA. In this role, the Authorized Representative is responsible for maintaining the confidentiality and security of all Personally Identifiable Information (PII) received from IDE. Access to PII for the purposes of this Agreement is limited to the IVRS Iowa Rehabilitation Services System (IRSS) Project Management Team (PMT) and other employees and contracted staff of IVRS who need to access the PII in order to complete their assigned duties and who are authorized by IVRS.

#### Section 6. Responsibilities of Authorized Representative.

- 6.1 Use of Data. This Agreement applies only to the collection and exchange of data for the purposes of reporting as described in Section 3 and does not confer approval to use it for another purpose.
- 6.2 Disclosure of Data. Except as otherwise permitted within this Agreement, IVRS may not redisclose data received from IDE to a third party without prior written approval from IDE unless IVRS is required by court order, subpoena or applicable law to disclose such data. Unless prohibited by law from doing so, IVRS shall notify IDE prior to disclosing such data in response to court order, subpoena or applicable law to enable IDE to take measures to protect PII.
- 6.3 Data Storage and Safeguarding. IVRS shall be responsible for storing, securing and safeguarding the data received from IDE as set forth in Section 8.
- 6.4 Compliance. With respect to the data provided by IDE to IVRS, IVRS shall comply with the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, its implementing regulations, 34 CFR Part 99, and any amendments to that law or regulations and any other applicable federal, state or local laws or regulations.
- 6.5 Authorized Users. IVRS shall require Authorized Users (i) to use data received from IDE for only the purposes set forth in Section 3; (ii) to protect and not disclose any data received from IDE; (iii) to follow established safeguards for protecting the data, including not disclosing security access passwords or leaving terminals that are signed on in an unsecured manner; and (iv) abide by the terms of this Agreement. IVRS shall also notify Authorized Users of the consequences for failing to comply with the foregoing, including adverse employment actions and potential civil and criminal penalties. IVRS will require of and maintain a copy of an appropriate statement of confidentiality and nondisclosure from each Authorized User. See attached statement in Appendix A to this Agreement. Copies of these statements shall be provided to the IDE if requested.
- 6.6 Access: monitoring. The Authorized Representative shall not permit Authorized Users to use data in a manner that violates the terms of this Agreement.
- Section 7. Data to be Disclosed – § 99.35(a)(3)(iii)(A,C)
- 7.1 The IDE will provide to IVRS, in a timely manner, the data described in Section 7.3 in a format to be determined by IDE and for whom consent has been obtained.

7.2 The exchange of information being mutually beneficial, any costs being negated by provided information from the other party, no fees will be charged by IDE or IVRS to each other.

7.3 The IDE will provide the following data, including PII, to IVRS three times a year:

Data sets on students (by unique identifier) with disabilities identified by IVRS will be:

**Student Demographics**

- Student Last Name (9)
- Student First Name (10)
- Student Middle Name (11)
- Student Suffix (12)
- Legal Student Last Name (13)
- Legal Student First Name (14)
- Legal Student Middle Name (15)
- Legal Student Suffix (16)
- Birth Date (17)
- Gender (18)
- Hispanic/Latino (19)
- American Indian or Alaska (20)
- Native Asian (21)
- Black or African American (22)
- Native Hawaiian or Other (23)
- Pacific Islander White (24)
- Student State ID (29)
- Grade Level (30)

**Enrollment/Attendance**

- Entry Date into District (32)
- School Number (33)
- Entry Date (34)
- Entry Type (35)
- Entry Code (37)
- IEP Level (49)
- Foster Care (50)
- Service / Facility Type (52)
- Service Provider / Facility (54)
- Exit Date (55)
- Exit Code (56)
- Receiving Educational Services (59)
- Destination Code (60)
- Destination Location (61)

**Program Indicators**

Free Lunch (63)  
Reduced Lunch (64)  
Initial Homeless Type (66)  
Unaccompanied Homeless (67)  
Youth Homeless Served Through McKinney-Vento Sub-grant (68)  
IEP Placement Date (69)  
IEP Staffed Out Date (70)  
Section 504 (72)

**ELL/Immigrant**

ELL Status (89)

**Assessment**

Reason No State Reading Assessment Score (100)  
Reason No State Math Assessment Score (101)  
Reason No State Science Assessment Score (102)  
Assessment Test Name  
Assessment Date Administered  
Assessment Results

**Graduates**

Diploma (103)  
Post-graduation Location (104)  
Post-graduation Plan (105)  
Paying Job (107)

Element numbers represent Student Reporting in Iowa (SRI) data.

- 7.4 There shall be no deviation from or addition to the above list of limited data sets unless expressly agreed to by the parties by way of written amendment prior to the dissemination of such information from IDE to IVRS.
- 7.5 Data Ownership. The Authorized Representative understands that this Agreement does not convey ownership to IVRS of any data shared by IDE with IVRS. Ownership of such data shall be retained by IDE. IDE understands that this Agreement does not convey ownership to IDE of any data generated by IVRS, including aggregate or resulting data created from the IDE data. Ownership of such data will be retained by IVRS. Aggregate data sets created by IVRS will be consistent with the National Center for Education Statistics SLDS in Technical Brief 3 at <http://nces.ed.gov/pubs2011/2011603.pdf> "Statistical Methods for Protecting Personally identifiable Information in Aggregate Reporting."

Section 8. Protection of PII from Unauthorized Access.

- 8.1 General. IVRS shall use procedures to safeguard the PII received from IDE against unauthorized access or disclosure of PII that are no less protective than the procedures IVRS uses to protect PII in education records maintained by IVRS for its own uses.
- 8.2 Physical Safeguards. PII received from IDE will be stored and saved electronically on a secure-password protected server hosted and maintained by IVRS. Servers are kept in a locked room and access to the room is limited to authorized personnel.
- 8.3 Technical Safeguards. PII received from IDE that needs to be transported must be encrypted using standard encryption software. IVRS shall prohibit Authorized Users from removing PII from the protected server and storing the PII unencrypted on a laptop, CD, or other portable information storage device or sending PII unencrypted to any home or other location through electronic transmission.
- 8.4 Publication Safeguards. IVRS shall publish the results from its analysis and evaluation in a manner that protects the privacy and confidentiality of the individuals involved. In any data sets, reports, journals, posters, conference proceedings, presentations, newsletters or other publications that IVRS generates and desires to display or report to third parties including the general public ("Publications"), IVRS will provide only aggregate data without PII. Tables will utilize disclosure avoidance techniques such as cell suppression, blurring, and perturbation as appropriate. IVRS will take care when utilizing cell suppression alone to employ additional methods to ensure that sensitive student counts cannot be found through the use of available percentages or data in other related tables. IVRS will refer to the best practices outlined by the National Center for Education Statistics SLDS in [Technical Brief 3](http://nces.ed.gov/pubs2011/2011603.pdf) at <http://nces.ed.gov/pubs2011/2011603.pdf> "Statistical Methods for Protecting Personally identifiable Information in Aggregate Reporting" to minimize, to the greatest extent possible, the risk that individuals could be identified.

Any proposed Publications will be shared by IVRS with IDE prior to release. IDE reserves the right to review any proposed Publication prior to publication to verify that the above publication safeguards have been used. IDE will have thirty days to perform such review and identify any PII for which IVRS has failed to comply with the publications safeguards and that IVRS should remove prior to release. If the parties dispute whether the publication safeguards have been followed, the parties shall use the dispute resolution process set forth below.

- 8.5 Data Breach Response Plan. After it becomes aware of or suspects that any PII received from IDE has been subject to a Confidential Information

Breach, IVRS shall (i) notify IDE of such Confidential Information Breach as soon as practicable, but no more than 24 hours after discovery of the Confidential Information Breach and (ii) promptly investigate the Confidential Information Breach and provide IDE with detailed information about the Confidential Information Breach. Unless the parties agree otherwise, IVRS shall be responsible, at its expense, for notifying affected individuals of the Confidential Information Breach as required by law (including but not limited to Iowa Code Chapter 715C) or as mutually agreed upon by the parties. IVRS shall, at its expense, take reasonable steps to mitigate the effects and to minimize any damage resulting from the Confidential Information Breach. Such steps shall include when appropriate a credit monitoring or protection plan. The credit monitoring or protection plan shall include, but is not limited to, reimbursement for the full cost of commencing a security freeze, temporary suspension, or removal of a security freeze per credit file pursuant to Iowa Code Section 714G.5 and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The foregoing obligations may be delayed or waived if a law enforcement agency determines that the performance of the obligations would impede a criminal investigation.

8.6 Destruction of Data. IVRS shall destroy data provided by IDE to IVRS within 60 days of the termination of this Agreement unless the parties mutually agree otherwise in writing. IVRS shall have no obligation to destroy data generated by IVRS, including aggregate or resulting data created from the IDE Data. Destruction of the data means that all files and directories containing personally identifiable information shall be permanently deleted and any hard copies of such data will be shredded. IVRS will provide IDE with documentation certifying such destruction has occurred.

8.7 Audit. IDE may make independent on-site inspections and audits or other provisions to ensure that the safeguards described above are being maintained by IVRS. IDE reserves the right to conduct audits of IVRS's policies, procedures and systems that are involved in processing and/or safeguarding the shared PII and accompanying data.

8.8 Supersedes Former Contracts or Agreements. This Agreement supersedes all prior contracts or agreements between IVRS and IDE pertaining to the same subject matter as this Agreement.

8.9 Direct contact with Individuals or Educational Institutions. IVRS already has contact with the individuals and educational institutions. In order to provide services and to capture other data points required for reporting purposes, IVRS may have direct contact with individuals or educational institutions concerning any information received under this Agreement.

Section 9. Effective Date. This Agreement shall be effective on the date the last party signs this Agreement.

Section 10. Duration of Agreement.

- 10.1 The term of this Agreement shall be 2 years from the date of execution of this agreement unless alternative dates are agreed upon in writing by both parties as an amendment of this agreement.

Section 11. Termination

- 11.1 Termination Due to Lack of Funds or Material Alteration of any pertinent statute or the Enabling Statute. Notwithstanding any other provision of this Agreement, if funds anticipated for the fulfillment of this Agreement are at any time not forthcoming or are insufficient, through any budget reductions, failure of the state or federal legislator to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided, then the participating organizations shall have the right to modify, by mutual agreement in writing, the terms set forth herein, or to terminate this Agreement without penalty by giving not less than thirty days written notice.
- 11.2 Termination for Default. A party shall be in default if the party materially breaches a term of this Agreement and fails to cure such breach within ten days following the receipt of written notice from the non-defaulting party specifying such breach; provided that if the defaulting party has commenced actions to reasonably cure such breach within the ten-day period, the defaulting party shall have all reasonable and necessary time to complete such cure if done so in a diligent manner. If the defaulting party fails to cure the breach, the non-defaulting party shall be entitled to terminate this Agreement by issuing written notice to the other party, which notice shall specify a date, not less than thirty days after the date of the notice, upon which termination shall be effective.
- 11.3 Termination for Breach in Confidentiality. Whenever IDE, in its reasonable judgment, concludes a breach of confidentiality of PII provided under this Agreement has occurred, or may occur in the future, IDE may suspend providing data to IVRS. IDE shall notify IVRS prior to suspending the provision of data of the circumstances surrounding IDE's decision to suspend unless the circumstances (as determined in IDE's reasonable discretion) warrant immediate suspension, in which case IDE shall provide the notification to IVRS within two business days of the commencement of the suspension. IDE shall resume providing data if IVRS cures the breach or potential breach of confidentiality to IDE's satisfaction. In the event the breach or potential breach of the confidentiality cannot be cured to the satisfaction of IDE, then IDE may terminate the Agreement by providing thirty (30) days written notice to IVRS.

Section 12 Contacts.

IVRS agrees to provide all notices to IDE under this Agreement to:  
Chief of the Bureau of Information and Analysis Service,  
Iowa Department of Education  
Grimes State Office Building,  
400 E. 14<sup>th</sup> Street, Des Moines, Iowa 50319-0146

IDE agrees to provide all notices to IVRS under this Agreement to:  
Administrator  
Iowa Vocational Rehabilitation Services  
510 East 12<sup>th</sup> Street, Des Moines, Iowa 50319

- Section 13. Indemnification. The State of Iowa shall be liable for the acts or omissions of an agency employee, and shall indemnify such employee, only to the extent required by Iowa law, including but not limited to Sections 669.5 and 669.21 of the Iowa Code.
- Section 14. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit IDE and IVRS.
- Section 15. Assignment and Delegation. This Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.
- Section 16. Choice of Law and Forum. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in Des Moines, Iowa, in the Iowa District Court of Polk County. This provision shall not be construed as waiving any immunity to suit or liability which may be available to the State.
- Section 17. Entire Agreement. This Agreement represents the entire agreement between the parties and neither party is relying on any representation which may have been made which is not included in this Agreement. This Agreement may be amended or modified only in writing signed by all parties. The parties agree that if an addendum, attachment, or exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- Section 18. Severability. If any provisions of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part of provision of this Agreement.
- Section 19. Cumulative Rights. The various rights, powers, options, elections and remedies of either party provided in this Agreement, shall be construed as



cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

Section 20. Dispute Resolution. If during the terms of this agreement, the parties cannot informally agree to a resolution to an issue arising out of the terms of this agreement the parties hereby agree to participate in a dispute resolution process.

Section 21. Authorization. Each party to this Agreement represents and certifies to the other that:

A. It has the right, power and authority to enter into and perform its obligations under this Agreement.

B. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

C. This agreement has been reviewed and approved on a departmental level by the contacts listed in Section 12.

Section 22. Execution.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

## Appendix A – Model 1

### STATEMENT OF CONFIDENTIALITY AND NONDISCLOSURE

I, \_\_\_\_\_, as an employee/contractor/intern/volunteer/student of \_\_\_\_\_ or authorized representative of a state or local education authority, may have access to confidential information processed, stored, or managed by \_\_\_\_\_. Confidential information includes all information protected by state or federal law, especially relevant is the federal law of the Family Educational Rights and Privacy Act (FERPA).

I acknowledge that unauthorized disclosure, retention, or negligent handling of confidential information could compromise the integrity of \_\_\_\_\_, cause damage to the reputation of \_\_\_\_\_, impede operations, may violate state or federal law, and may subject me to the loss of state and federal funds from other contracts, as any breach of this Agreement may be shared with those federal, state, and local agencies with which \_\_\_\_\_ collaborates. Further, I am fully aware any breach I am responsible for may result in the termination of my contract/memorandum of understanding with \_\_\_\_\_ and may affect future prospects for contracts between me and \_\_\_\_\_.

I have been informed and understand that it is a violation of this Agreement to read, copy, modify, delete, distribute or otherwise access confidential information unless required to do so to complete my assigned duties.

I have been informed and understand that I shall not discuss confidential information processed, stored or managed by \_\_\_\_\_ with anyone outside of \_\_\_\_\_ unless required as part of my job.

I have been informed and understand that I shall not discuss confidential information with anyone else at \_\_\_\_\_ or elsewhere unless required to do so to complete my assigned duties and the person provided the information is authorized to view it.

I acknowledge that I will implement appropriate physical, electronic and managerial safeguards to prevent unauthorized access to, or disclosure of, confidential information.

I have been informed and understand that I am required to promptly destroy or return all confidential information upon request of the \_\_\_\_\_ management.

I have been informed and understand that this Confidentiality and Nondisclosure Agreement remains in full force and effect after the conclusion, termination or expiration of my work with \_\_\_\_\_.

I have been informed and understand that violation of this Agreement by me may personally lead to: loss of access privileges to \_\_\_\_\_ systems and possible termination

I have been informed and understand that a breach of the above obligations by me may require me to defend, indemnify, and hold harmless \_\_\_\_\_ from actual damages or losses that result from its breach. This includes attorneys' fees and costs of suit.

I agree to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this Agreement.

My signature below attests that I have been fully informed and understand and agree with the above statements, terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/Manager Signature, Name, title

\_\_\_\_\_  
Date