Interagency Agreement
Between the
U.S. Department of Education
and
U.S. Department of Justice
Civil Rights Division (CRT)
Relating to the Student Privacy Policy Office (SPPO)

Pursuant to 20 U.S.C. § 1231(a), § 3475, and § 3479, and 31 U.S.C. § 1501 and § 1535, this Interagency Agreement (IAA or Agreement) is entered into between the U.S. Department of Education (ED) and the U.S. Department of Justice (DOJ), who hereby agree as follows:

1. PURPOSE/SCOPE

The signatory agencies (Parties) enter into this Interagency Agreement to affirm their common commitment to ensuring that state and local educational agencies, and institutions of higher education, protect student privacy and parental access to information in their children's education records and curricula, in information collected from students by educational agencies and institutions, and in parental rights to decide whether their children participate in certain school-administered surveys. The Parties together commit to utilizing available statutory authorities to empower families and students to protect student privacy rights, to inform educational agencies and institutions on student privacy rights obligations, and to investigate and enforce privacy rights violations, by establishing a partnership to coordinate federal privacy rights compliance and activities.

2. AUTHORITY

This IAA is executed by ED and DOJ under authority 31 U.S.C. § 1535 (Economy Act), which authorizes agencies to acquire goods and services from other agencies where amounts are available, the head of the ordering unit assesses that such an order is in the best interests of the U.S. government, the recipient of the order is capable of meeting the need, and the head of the agency determines that said goods and services cannot be provided as cheaply or conveniently by contracting with a commercial enterprise; and under 20 U.S.C. § 1232g (Family Educational Records and Privacy Act) and 20 U.S.C. § 1232h (Protection of Pupil Rights Amendment).

3. PERFORMANCE

A. The Civil Rights Division of the Department of Justice commits to carry out the following activities in coordination with the Department of Education:

1. Provision of services supporting the administration of components authorized under 20 U.S.C. § 1232g, intended to protect family educational and privacy rights in student education records in educational agencies and institutions,
2. Provision of services supporting the administration of components authorized under 20 U.S.C. § 1232h, intended to protect the disclosure of family or student information provided by educational agencies and institutions in instructional materials and parental opt-out rights as to certain surveys,
3. Conduct of the investigation, processing, review, and adjudication of complaints of alleged privacy rights violations under 20 U.S.C. § 1232g;
4. Conduct of the investigation, processing, review, and adjudication of complaints of alleged privacy rights violations under 20 U.S.C. § 1232h;
5. Administration of legal enforcement proceedings relating to 20 U.S.C. § 1232g;
6. Administration of legal enforcement proceedings relating to 20 U.S.C. § 1232h;
7. Provision of assistance in managing program administration for SPPO staff; and
8. Management of DOJ physical and information technology assets, information systems security, and cybersecurity administration.

B. The Department of Education commits to carry out the following activities:

1. Management and leadership of SPPO in accordance with section 1232g(7)(g) and section 1232h(5)(f) of the General Education Provisions Act (Pub. L. 90-247, as amended);
2. Coordination and partnership in execution of cross-functional priorities aligned to applicable directives, goals, objectives, and special projects; and maintenance of liaison and representation of SPPO before the Data Governance Board (DGB), Investment Review Board (IRB), Office of Inspector General (OIG), Government Accountability Office (GAO), and other inter- and intra-agency governance bodies;
3. Performance of all duties associated with internal and external accountability requirements related to SPPO programs, including Government Performance and Results Act (GPRA), and ongoing reporting to Congress;
4. Coordination of ED responses to GAO and OIG inquiries, and resolution of internal audit findings from GAO and OIG that are directed to ED related to SPPO programs;
5. Preparation and distribution of annual notice of privacy rights obligations provided to each State educational agency and each local educational agency;
6. Coordination of rulemaking as authorized under 20 U.S.C. § 1232g;
7. Coordination of rulemaking as authorized under 20 U.S.C. § 1232h;
8. Coordination of contracts for the provision of technical assistance under 20 U.S.C. § 1232g and 20 U.S.C. § 1232h;

9. Coordination of clearance of documents that communicate or implement policy, including regulatory guidance, Federal Register notices, budget justifications, and legislation regarding 20 U.S.C. § 1232g or 20 U.S.C. § 1232h;
10. Coordination of review of documents circulated by Executive Secretariat and the Office of General Counsel (OGC) related to funds transferred to DOJ;
11. Coordination of clearance of information collection packages related to 20 U.S.C. § 1232g or 20 U.S.C. § 1232h;
12. Oversight of reasonable accommodations and equal employment opportunity (EEO) programs, service as EEO Liaison, and negotiation of personnel related matters, in conjunction with relevant labor stakeholders, Employee/Labor Relations, and other ED and DOJ offices for SPPO employees;
13. Execution of budget formulation, execution, and resource allocation activities, including formulation of administrative budget requests and justifications for discretionary funding, salaries and staffing allocations, payroll, and spending, and acquisition plans related to SPPO programs, in partnership with DOJ;
14. Monitoring of internal controls and risk assessments for SPPO functions, activities, and programs;
15. Resolution of matters requiring the exercise of final and conclusive authority that has been assigned by statute to the Secretary of Education, including making final determinations with respect to any enforcement decisions, programs, policies, practices, personnel decisions; and
16. All remaining activities that ED is statutorily required to perform that are not otherwise identified in Section 3.B.

4. FUNDING

ED will transfer all funds, from amounts currently appropriated for FY 2025 or 2026, from amounts appropriated in future fiscal years subject to available appropriations, and from available carryover balances (as applicable) appropriated in prior fiscal years, necessary to cover the costs of the activities and programs identified in Section 3 of this agreement.

These include activities related to the provision of services supporting the administration of these programs, except where the described activities are specifically identified as the responsibility of ED. From these amounts, DOJ will carry out the reimbursable activities described in this agreement.

Transfers of funds will be by means of an Intra-Government Payment and Collection ("IPAC") system when agreed to by all Parties in writing. As the provider of funds for the activities carried out pursuant to this Agreement, ED will initiate the IPAC. As the receiver of transferred funds, DOJ will provide ED with regular performance updates on a cadence agreed to by the parties that details all work performed to date for the related project. Additionally, at least quarterly, the Parties will reconcile balances related to

revenue and expenses for work performed under the Agreement. Issues arising during this reconciliation process must be brought to the attention of all Parties in writing. Resolution of the reconciliation process issues must be documented in writing within 30 calendar days of the written notice of the issue. No funds are obligated by this agreement; the Interagency Agreement's individual Form 7600B obligates the funds described here. ED agrees to transfer funds to DOJ, in the form of lump sum payments, to support the initiative described in this Agreement.

5. GENERAL PROVISIONS

A. Effective Date

This Agreement is effective as of the date of the last signature and will remain in effect until terminated by the Parties. To extend the Agreement beyond the close out of the grants and evaluation, and all contracts and related arrangements undertaken therein. All Parties will review this Agreement periodically and modify it as necessary and appropriate.

B. Modification

Any modifications to this Agreement must be agreed upon in writing by both Parties.

C. Termination/Severability

This Agreement may be terminated upon 90 calendar days advance written agreement by both Parties. Upon termination, the Parties may collect costs incurred prior to cancellation of the Agreement plus any reasonable termination costs, provided that such costs do not exceed the total amount obligated on the Form 7600B. A judicial determination that any provision of this Agreement is unenforceable shall not affect the enforceability of any other provision.

D. Liability/Indemnification

Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal law. Neither party agrees to insure, defend, or indemnify the other party.

Each party shall cooperate with the other party in the investigation/resolution of administrative actions and litigation arising from conduct related to the responsibilities and procedures addressed herein.

E. Anti-Deficiency Act

Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. §1341, including by obligating the Parties to any expenditure or obligation of funds in

excess or in advance of appropriations.

F. Resolution Mechanism

Should disagreements arise on the interpretation of the provisions of this Agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the Parties shall forward the written presentation of disagreement to respective higher officials for appropriate resolution.

G. Effect of Agreement

This Agreement is not intended to confer any right upon any person. Nothing in this Agreement shall be interpreted as limiting, superseding, or otherwise affecting either party's normal operations or decisions in carrying out its statutory or regulatory duties.

H. Points of Contact

DOJ Contact Information:
U.S. Department of Justice
Civil Rights Division
Harmeet K. Dhillon
Assistant Attorney General
950 Pennsylvania Avenue, NW
Washington, DC 20530

ED Contact Information:
U.S. Department of Education
Office of Planning, Evaluation and Policy Development
Murray Bessette
400 Maryland Avenue, SW
Washington, DC 20202

I. Disclaimer

DOJ will not accept responsibility for reimbursement of late fees or other costs incurred due to the negligence of a servicing agency in complying with its obligations to third party contractors.

J. Authorizing Signatures and Dates

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement:

Harmeet K. Dhillon
Assistant Attorney General
U.S. Department of Justice
Civil Rights Division

6/11/2026
Date

Madison Biedermann
Chief of Staff
U.S. Department of Education

06/15/2026
Date