

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
AND
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
DATA SHARING AGREEMENT**

WHEREAS, La. R.S. 46:56 makes the personally-identifiable information of children who are in the custody of the Department of Children and Family Services (DCFS) confidential, it does provide that DCFS can share the personally-identifiable information of these children with an agency who is engaged in rendering services to a recipient of DCFS's services for the purpose of furthering those services,

WHEREAS, Public Law 112-278 Uninterrupted Scholars Act (USA) and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99. 1 et seq. and La. R.S. 17:3914, allow an educational institution such as the Department of Education (DOE) to disclose personally-identifiable student-level data to an entity local child welfare agency when an agency is legally responsible for care and protection of the student, provided that the education records, or personally identifiable information contained in such records, of the student will not be disclosed by such an agency or organization,

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99. 1 et seq. and La. R.S. 17:3914 make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties except as permitted by this Agreement,

WHEREFORE, DOE and DCFS do enter into this Agreement subject to the terms and conditions as specified herein.

1. Purpose of the Data Disclosure

DCFS and DOE agree to use any data disclosed to it pursuant to this Agreement solely for the purpose of the providing the following:

- Producing required reports from DOE to the United States Department of Education regarding the Every Student Succeeds Act (ESSA).
- Producing required reports from DCFS to the Children's Bureau
- Providing services to identified students
- Ensuring educational stability for children in foster care
- Identifying children in foster care in files provided to the Louisiana Office of Student Financial Assistance (LOSFA) in order to provide services to these students
- Ensuring data system accuracy for both DCFS and DOE as it relates to children in the legal custody of DCFS.

2. Data

DCFS agrees to provide DOE with the following student level data for those children in the legal custody of DCFS:

- First and last name
- Social security number
- Date of birth
- Gender
- Ethnicity
- Grade
- School Name
- School Enrollment
- Educational Level (Grade)
- Date of foster care entry

DOE agrees to provide DCFS with the following student level data:

- First and last name
- Date of birth
- Gender
- Ethnicity
- Grade
- School Name
- Educational Level (Grade)
- Special Education Status
- Louisiana Secure ID (LA School Id number)
- Student achievement for identified children (Promoted, Fail)

The DOE and DCFS each reserve the right to withhold any of the foregoing data if it is determined that disclosure of such data would violate any provision of state or federal law.

3. Confidentiality

This Agreement is entered into by DCFS and the DOE in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA), La R.S. 17:3914, 46:56 and La. R.S. 17:407.21 through 17:407.25. DCFS and DOE hereby acknowledge that all documents which include personally identifiable information on children are deemed confidential and will be safeguarded and not disclosed to any third party, except as otherwise may be required by law or as permitted by this Agreement.

Information shared by DCFS through this MOU is confidential. The shared data is confidential pursuant to appropriate state and federal regulations, including but not limited to Louisiana Revised Statute 46:56, and all confidentiality requirements thereby required are hereby incorporated into and made a requirement of this Agreement. The shared data is not subject to public disclosure under the Louisiana Public Records Law, R.S. 44:1 et seq.

Both parties- DCFS and DOE agree to establish appropriate administrative, technical, and physical safeguards to safeguard the confidentiality of the shared data supplied by DCFS and to prevent unauthorized use of or access to it. Any suspected, attempted, or successful breach of security must be reported to all parties and the Office of Technology Services Information Security Team (IST) as soon as practical, but no later than forty-eight (48) hours after the event. Notify the IST by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

4. Restrictions on Use

DCFS and DOE shall not use the information exchanged pursuant to this Agreement for any purpose not expressly permitted in this Agreement DOE and DCFS may publish the results, analysis or other information developed as a result of any research based on the data provided under this Agreement only in summary or aggregate form, so as to prevent the disclosure of any personally identifiable student information. DCFS and DOE cannot publish any document, whether in hard copy or electronic form, or otherwise disclose to any third party any personally-identifiable data on children in any form whatsoever, or data sets and/or cell sizes of less than ten (10), or under any other circumstances which would directly or indirectly makes a child's identity easily traceable except as permitted by this Agreement. DOE and DCFS shall provide each other with a copy of any document containing, incorporating, referencing, or which DCFS or DOE has prepared in any way utilizing, any data provided to each other pursuant to this Agreement, whether in hard copy or electronic form, that DCFS or DOE intends to publish, at least 7 business days prior to its first publication. Advance copies of such documents shall be forwarded to:

Kim Nesmith
Data Governance and Privacy Director
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.342.1840
kim.nesmith@la.gov

LaTrese LeCour, MS
Foster Care Program
Louisiana Department of Children and Family Services
627 North 4th Street
Baton Rouge, LA 70802
225-342-4005
LaTrese.LeCour.dcf@la.gov.dcf@la.gov

5. Liaison Officials

The DOE's liaison and the DCFS's liaison for the implementation of this Agreement and for receipt of all notices or other communications required or permitted under this Agreement is:

Kim Nesmith
Data Governance and Privacy Director
P.O. Box 94064
Baton Rouge, LA 70804
Kim.Nesmith@la.gov
225-342-1840

Melissa Maiello
Child Welfare Manager 2
627 North 4th Street
Baton Rouge, LA 70802
225-342-4782
Melissa.Maiello.dcf@la.gov

Mike Morris
Program Manager 3 - Social Services
Louisiana Department of Children & Family Services Systems, Research & Analysis Section
627 N. Fourth St., Rm 8-303
Baton Rouge, LA 70802
(225) 342-3535
Michael.Morris.DCFS@LA.GOV

6. Term of Agreement

This Agreement shall begin on April 10, 2020 and shall terminate on April 10, 2025. The termination date of this Agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities at least 7 business days prior to said termination date.

7. Termination for Cause

Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement; provided that the party allegedly in breach shall be given written notice by the other party specifying the breach. If within thirty (30) days after receipt of such notice, the party in breach shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the other party may, at its option, place the breaching party in default and the Agreement shall terminate on the date specified in such notice.

8. Assignment of Contract

DCFS and DOE shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party to this Agreement.

9. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the DOE and DCFS arising out of, or related to, this Agreement shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana, where this contract was executed and thus implemented. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

10. Survival

DCFS's and DOE's obligation under Clauses 1, 3, 4, and 9 of this Agreement, shall survive its expiration and/or termination.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year written below.

DocuSigned by:

Beth Scioneaux

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Beth Scioneaux,
Louisiana Department of Education
Deputy State Superintendent of Education

4/14/2020 | 7:16 PM CDT

Date

DocuSigned by:

Michelle Faust

E4D930AC0AAD486...

Michelle Faust,
Manager of Child Welfare
Louisiana Department of Children and
Family Services

4/8/2020 | 2:54 PM CDT

Date

DocuSigned by:

Rhenda Hodnett

831267B40980463...

Dr. Rhenda Hodnett
Assistant Secretary of Child Welfare
Louisiana Department of Children and
Family Services

4/13/2020 | 7:17 AM CDT

Date