

DEPARTMENT OF EDUCATION
And
DEPARTMENT OF CHILDREN & FAMILY SERVICES

DATA SHARING AGREEMENT

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232(g) 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,

WHEREAS, FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf,

WHEREAS, FERPA and its implementing regulations at 34 C.F.R. 99.31(a)(4)(i) allow for the disclosure of personally-identifiable student information with a third party if the disclosure is in connection with financial aid for which the student has applied or which the student has received and the information is necessary to:

- determine eligibility for the aid,
- determine the amount of the aid,
- determine the conditions for the aid, or
- enforce the terms and conditions of the aid.

WHEREFORE, the Louisiana Department of Education, (hereinafter referred to as “DOE”) and the Louisiana Department of Children and Family Services (hereinafter referred to as “DCFS”) do enter into this Agreement subject to the terms and conditions as specified herein.

1. Purpose of the Data Disclosure

The DCFS agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of providing funding for Pre-Kindergarten students.

2. Data

The DOE agrees to provide the following student-level data:

- Louisiana Secure ID
- First initial of the first name
- First two letters of last name
- Attendance

DOE reserves 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) and La. R.S. 17:3914. DCFS hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and La. R.S. 17:3914 and will not be disclosed by DCFS to any third party. Nothing in this provision shall preclude the DCFS from subcontracting with third parties to perform work contemplated herein; however, the DCFS is responsible for ensuring that any such subcontractor(s) adhere to, and agree to be bound by, all provisions of this agreement, and that any contract with such subcontractor(s) shall explicitly make such subcontractor subject to the audit provisions contained herein.

DCFS shall retain the original version of the data at a single location and shall not make a copy or extract of the data available to anyone except personnel who have a need for the data to perform the services referenced in this agreement. DCFS shall maintain the data in hard copy or electronic form, in an area that has limited access only to DCFS' authorized personnel. DCFS shall not permit removal of the data from the limited access area. DCFS will ensure that access to the data maintained on computer files or databases is controlled by password protection. DCFS shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. DCFS shall maintain all printouts, discs, or other physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use. DCFS shall, under supervision of the DOE, destroy the data provided to DCFS, including all copies, whether in electronic or hard copy form, when the services are completed or this Agreement is terminated, whichever occurs first.

4. Restrictions on Use

DCFS shall not use the data exchanged pursuant to this Agreement for any purpose not expressly permitted in this Agreement without prior written approval. 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 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 under any circumstances which would directly or indirectly make a child's identity easily traceable.

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 Quality Director
P.O. Box 94064

Baton Rouge, LA 70804
Kim.Nesmith@la.gov
225-342-1803

Kim Matherne
ES Program Director, Economic Stability
627 N. 4th Street
Baton Rouge, LA 70802
Kim.Matherne.dcfis@la.gov
225-219-2428

6. Term of Agreement

This Agreement shall begin on October 13, 2019 and shall terminate on October 13, 2024.

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 shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of DOE.

9. Jurisdiction, Venue and Governing Law

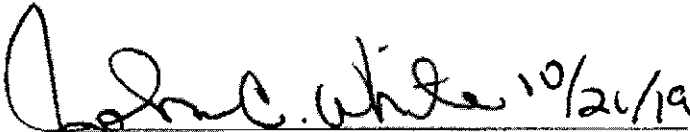
Exclusive jurisdiction and venue for any and all suits between the DOE and DCFS arising out of, or related to, this Agreement shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts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

10. Survival

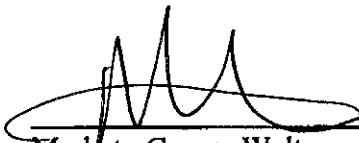
DCFS' obligation under Clauses 1, 3, 4, and 9 shall survive expiration and/or termination of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement:

 10/26/19

John C. White, Date
Department of Education
State Superintendent of Education

 10/23/19

Marketa Garner Walters, Date
Secretary
Department of Children and Family Services