



LOUISIANA DEPARTMENT OF CHILDREN AND FAMILY SERVICES DATA SHARING AGREEMENT

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,

WHEREAS, the National School Lunch Act (42 U.S.C 1758) and its implementing regulations codified at 7 C.F.R 245.6 require each state agency enter into an agreement with the state agency conducting eligibility determinations for the Supplemental Nutrition Assistance Program (SNAP),

WHEREAS, La. R.S. 46:56 makes children's personally-identifiable data in the custody of the Louisiana Department of Child and Family Services (DCFS) confidential, but provides an exception in La. R.S. 46:56(F) allowing DCFS to share personally identifiable data on children with an agency engaged in rendering services to a recipient or former recipient of DCFS's services for the purpose of providing further services,

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

DOE agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of administering the following programs: National School Lunch Act (42 USC 1751 et seq.), Title I (20 USC 6301 et seq.), Title II (20 USC 6601 et seq.), IDEA (20 USC 1400 et seq.), Every Student Succeeds Act (20 USC 6301 et seq.), MFP funding (LA Const. Art. VII, Section 13 and La R.S. 17:7), Accountability (La. R.S. 17:10.1 et seq.), Value Added Measure (La. R.S. 17:3902 et seq.). Children who are members of a household receiving SNAP benefits, Disaster Supplemental Nutrition Assistance (DSNAP) benefits, Family Independence Temporary Assistance Program (FITAP) benefits, or Kinship Care Subsidy Program (KCSP) benefits are or may be eligible to receive services under the aforementioned programs. Child-level data on children between the ages of 0 and 22 will be shared with DOE.

SNAP, DSNAP, FITAP, and KCSP child-level data will be shared with DOE and/or the DOE's contracted unique identifier vendor in order to administer the following programs on behalf of eligible DCFS recipients: National School Lunch Act (42 USC 1751 et seq.), Title I (20 USC 6301 et seq.), Title II (20 USC 6601 et seq.), IDEA (20 USC 1400 et seq.), Every Student Succeeds Act (20 USC 6301 et seq.), MFP funding (LA Const. Art. VII, Section 13 and La R.S. 17:7), Accountability (La. R.S. 17:10.1 et seq.), Value Added Measure (La. R.S. 17:3902 et seq.).

DCFS authorizes the Office of Technology Services (OTS) to manage the data transfers from DCFS systems to DOE and/or the DOE's contracted unique identifier vendor systems.

2. Data

DCFS authorizes the Office of Technology Services (OTS) to provide DOE and/or DOE's contracted unique identifier vendor with the child-level data from the SNAP, FITAP, and KCSP programs monthly and the DSNAP program on an occurrence basis:

- Full Name
- Date of birth
- Social Security Number (SSN)
- Race/Ethnicity
- Gender
- Address (Residence and Mailing)
- Member PID#
- Household Name
- Household SSN
- Parish Code

DCFS 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 La. R.S. 46:56 and La. R.S. 17:407.21 through 17:407.25. DCFS and DOE hereby acknowledge that all information and documents which include personally identifiable information on children are deemed confidential and will be safeguarded and not disclosed to any third party, except the Local Education Authority (LEA) or necessary to provide benefits to students or as otherwise may be required by law. DOE shall provide DCFS written notice of any such required disclosure prior to any disclosure.

Only DOE's authorized personnel or authorized contractor shall access the data. DOE will ensure that access to the data maintained on computer files or databases is controlled by password protection. DOE shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. DOE shall maintain all printouts, discs, or other physical products containing personally-identifiable data in locked cabinets, file drawers, or other secure locations when not in use. DOE shall ensure that all printouts, tabulations and reports are edited for any possible disclosure of personally-identifiable data or any data sets or cells of less than ten (10). DOE shall destroy the data received pursuant to this Agreement, including all copies, whether in electronic or hard copy form, when the data is no longer needed to accomplish the purposes of this agreement.

4. Restrictions on Use

DOE shall not use the data exchanged pursuant to this Agreement for any purpose not expressly permitted in this Agreement without the prior written approval. DOE 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. 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 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:

Laura Boudreaux
Director of Research and Data Privacy
Office of Assessments, Accountability and Analytics
laura.boudreaux@la.gov
225.219.7368

Timothy Jenkins
Economic Stability Director
Department of Children and Family Services
Timothy.Jenkins.DCFS@la.gov
225.342.9381

6. Term of Agreement

This Agreement shall begin on September 30, 2024 and shall terminate on September 30, 2029.

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

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

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

DOE's 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 indicated below.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Dr. Cade Brumley

Dr. Cade Brumley.
State Superintendent of Education

Sammy Guillory

11/14/2024

Sammy Guillory, Assistant Secretary, Family Support
Department of Children and Family Services