

STATE OF LOUISIANA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by the Louisiana Department of Education (LDOE) and the Louisiana Board of Regents (BOR), whose legal address is 602 North 5th Street, Baton Rouge, LA 70802.

- I. The Board of Regents, through the Louisiana Office of Student Financial Assistance (LOSFA) Program, agrees to:
 - A. Provide to LDOE partial funding for the maintenance of the LDOE Student Transcript System (STS).
 - B. Transfer full agreement amount to the Louisiana Department of Education at the beginning of each fiscal year, as soon as funds are made available for ISIS interagency transfer, which shall be the medium for transferring funds.
- II. The Louisiana Department of Education agrees to:
 - A. Provide to LOSFA all data elements set forth in Appendix A for those students for whom a parent (or the student, if 18 years or older or emancipated) has provided consent in accordance with R.S. 17:3914, including Student High School Transcripts and a cumulative grade point average for high school graduates calculated on the TOPS core curriculum in accordance with the specifications provided or as amended by LOSFA, and the following:
 1. The transcript file, which includes all courses taken/earned/attempted by every high school student in Louisiana;
 2. Up to four (4) calculations of the cumulative grade point average based on grades earned on the core curriculum for each of the following: (1) TOPS Opportunity, Performance and Honors; (2) TOPS Performance, Alternate Criteria; (3) TOPS Tech for graduates of 2016 and later; (4) TOPS Tech Option 1 for graduates of 2016 and prior and (5) TOPS Tech Option 2 for graduates of 2016 and prior;
 3. Up to three (3) sets of courses used in the calculation of the cumulative grade point averages defined in 2, above; and
 4. Calculate the data received on at least a weekly basis and make the calculation and data available to LOSFA on a daily basis
 5. Calculate prior year data due to school corrections (audit), upon request.
 6. Reprogram to implement changes in legislation, rules and policy, if resources are available.
 7. Upon request, transfer the most recently calculated STS data files to LOSFA no later than 2:00 PM the following business day, if resources are available.
 - B. Except for a period of about two (2) weeks in September, provide access to the current year data in LDOE files on a daily basis to LOSFA.
 - C. Ensure that its contractor selected to assign unique identifiers (GUID) to students will provide to LOSFA the name, date of birth, social security number, and associated GUID for each high school graduate for whom a parent (or the student, if 18 years or older or emancipated) has provided consent in accordance with Act 837 of the 2014 Regular Session of the Louisiana Legislature.

- III. Both parties agree that future legislation may require these deliverables to be amended from time to time and any such change caused by legislative act shall be implemented through negotiation and execution of a written amendment to this agreement.
- IV. The Board of Regents will provide funding in FY 2017-18 of \$150,000, FY 2018-19 of \$150,000, and FY 2019-20 of \$150,000. Implementation of this interagency agreement shall be conditioned on the appropriation of state general funds to fulfill the requirements of this agreement.
- V. LDOE/BOR shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the other party.
- VI. It is agreed that the Legislative Auditor of the State of Louisiana and/or the Division of Administration/Office of the Governor shall have the option of auditing all accounts of LDOE/BOR relating to this agreement.
- VII. Both parties to this interagency agreement shall adhere to the requirements of Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; and the Age Act of 1972.
- VIII. Both parties agree not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
- IX. Any act of discrimination committed by either party, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.
- X. BOR hereby agrees to protect, defend, indemnify, save and hold harmless LDOE, its officers and employees, from and against any and all claims which may occur or in any way grow out of any wrongful act or omission of BOR, its officers and employees for all costs, expenses, and attorney fees incurred by LDOE as a result of any claims, demands, and/or causes arising out of the actions of BOR. BOR agrees to defend any such claims, demands or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim is groundless, false, or fraudulent. This indemnification is limited to the contracts, projects, and services funded through this transfer of funds.
- XI. LDOE hereby agrees to protect, defend, indemnify, save and hold harmless BOR, its officers and employees, from and against any and all claims which may occur or in any way grow out of any wrongful act or omission of LDOE, its officers and employees for all costs, expenses, and attorney fees incurred by BOR as a result of any claims, demands, and/or causes arising out of the actions of LDOE. LDOE agrees to defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim is groundless, false, or fraudulent. This indemnification is limited to the contracts, projects and services funded through this transfer of funds.

XII. All data exchanged between LOSFA and LDOE are to be securely managed according to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws.

XIII. This agreement shall begin on the date executed by both parties, and continue until June 30, 2022, pursuant to the terms of this interagency agreement or upon thirty days written notice of termination by either party.

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

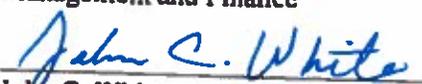
WITNESSES' SIGNATURES:





Louisiana Department of Education



Beth Scioncaux, Deputy Superintendent for
Management and Finance


John C. White, Superintendent of Education

WITNESSES' SIGNATURES:





Louisiana Board of Regents



Sujuan Williams Bouté, Ed.D.
Executive Director
LOSFA Program

Appendix A

Student Transcript Data:

ACT Site Code	Distance Learning Course Type Code
Beginning School Session Year	Grade Point Maximum Count
Career Option Code	Relative GPA
Core Curriculum Waiver Flag	Accumulated GPA
Core Curriculum Met Flag	GPA 6 Decimal positions
Credit Attempted Count	Grade point count
Credit Earned Count	Quality Points Awarded Count
Units allowed	TOPS award type
Units attempted	TOPS gpa
Units earned	TOPS award type description
Units passed	Graduation Date
Units required	Student's grade placement for the submission year
Units waived	Beginning School Session Year when the student entered the 9th grade
Category Description	Last update date
Category Met	Letter Grade
Category Number	The 6 digit code assigned to each school by LDE. The first three digits will always match the Sponsor Code.
Course Beginning School Session Year	Transcript Course Name
Course Code	Date last updated
Course Part Number	Date file was recalculated
Semester Code	
Course Site Code	
Course Site Name	
Course Sponsor Code	
Course Type Code	

The following elements will be provided by the LDE's Unique Identifier System:
Student's full name, date of birth, Social Security Number