

DATA USE AGREEMENT

This Data Use Agreement is entered into by and between the Wisconsin Department of Public Instruction (“DPI”), and the _____ (“District”). This Agreement is effective upon execution by both parties.

Definitions

For the purposes of this Agreement,

- “Identifying information”/ “identifying data” shall refer to any data elements that could potentially identify an individual student, including, without limitation, DOB, gender, and race/ethnicity.
- “Confidential information”/ “confidential data” shall refer to any non-public information regarding an individual student.
- “FAFSA Filing Status Information” shall refer to the student’s last name, student’s first name and middle initial, student’s date of birth, the student’s zip code, if filed, the date the FAFSA form was submitted to the U.S. Department of Education, the date the U.S. Department of Education processed the FAFSA form, if applicable, a flag indicating the need for the FAFSA applicant to provide additional information, if applicable, a FAFSA completion status flag.

Purpose

The DPI has entered into a separate data use agreement with the Higher Educational Aids Board (“HEAB”) to allow the DPI to share with school districts student FAFSA Filing Status Information with districts that have an established relationship with those students, so that districts may identify students who have or will complete a Free Application of Federal Student Aid (FAFSA). The DPI serves as an authorized representative of HEAB for this purpose.

This Agreement allows the DPI to provide the District with access to certain components of the FAFSA Filing Status Information applicable to the District’s students, consistent with its obligations to HEAB and under state and federal law. By sharing this data, the District will be able to identify those students who have not successfully filed a FAFSA to better target counseling, filing help, and other resources to those students. The District serves as an authorized representative of DPI for this purpose.

Legal Authority for Data Sharing

HEAB is authorized under the Family Education Rights and Privacy Act (FERPA) to disclose otherwise private educational data regarding individual students to the DPI for the purposes described by this Agreement. 34 CFR § 99.31(a)(3). The DPI’s redisclosure of FAFSA Filing Status Information to school districts must comply with the requirements of 34 C.F.R. § 99.35(a) and (b). This Agreement and its provisions satisfy those requirements.

DPI Obligations

Within 30 days of the execution of this Agreement, DPI will provide the District with secure access to certain FAFSA Filing Status Information via WISEdash for Districts. Access will be limited to only the FAFSA Filing Status Information necessary to effectuate the purpose of this Agreement and regarding only those students enrolled in the District. The DPI will enable Districts to assign access to individual employees that have a legitimate educational interest in the

FAFSA Filing Status Information. DPI will update FAFSA Filing Status Information on an ongoing basis. DPI will ensure that no identifying information will be transmitted to the District through unsecured connections.

District Obligations

- a. *Uses and disclosures as provided in this Agreement.* The District may use the confidential information provided by DPI only for the purposes described by this Agreement. The District's Application Security Administrator / WISEdash Application Administrator shall assign access to the confidential information to individual District employees using the DPI Application Security Manager Tool. The District shall ensure that only District employees with a legitimate educational interest in the data shared under this Agreement are assigned access to the confidential information. The District does not obtain any right, title or interest in any of the data furnished by the DPI.
- b. *Safeguards.* The District agrees to implement appropriate administrative, technical, and physical safeguards to protect the data from any unauthorized use or disclosure. The District agrees to comply with all state and federal regulations in the use of data under this Agreement, including FERPA and Wis. Stat. § 118.125. The District will ensure that confidential information will only be used for the purposes set forth by this Agreement, and that confidential information is protected from any use outside the scope of this Agreement.
- c. *Reporting.* The District shall report to DPI within 48 hours of the District becoming aware of any use or disclosure of confidential information that violates this Agreement or applicable law. In the event of a data breach, the District will be responsible for ensuring all individuals and entities, including students, which may have been affected by the security incident are notified.
- d. *Data Retention/Destruction of Records at End of Activity.* The District will ensure confidential information is held only as long as necessary to perform the work set forth by this Agreement. The District agrees to destroy any confidential information in its possession provided under this Agreement as soon as it is no longer needed for purposes of this Agreement.
- e. *Minimum Necessary.* The District attests that the confidential information requested represents the minimum necessary information for the purpose as described in this Agreement and that only relevant individuals will have access to the confidential information to perform the work.
- f. *Non-Financial Understanding.* This Agreement is a non-financial understanding between the District and DPI. No financial obligation by or on behalf of either of the parties is implied by a party's signature at the end of this agreement.
- g. *Liability.* Each party to this agreement shall be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by law.

Termination

This Agreement remains in effect until terminated by either party. Either party may terminate this Agreement at any time and for any reason or no reason by giving the other party written notice at least 30 days in advance.