

GUIDELINES/REQUIREMENTS TO REQUEST CONFIDENTIAL DATA:

(Required if student level and/or other confidential data is being requested)

PURPOSE: The Wisconsin Department of Public Instruction (DPI) is interested in research that utilizes the statewide longitudinal data system and other DPI data sets to support research that will improve outcomes for PK-12 students in Wisconsin.

PROPOSAL RECEIPT DEADLINE: Proposals may be submitted at anytime and are reviewed as they are received.

ELIGIBLE APPLICANTS: Proposals will only be accepted from research organizations that maintain an Institutional Review Board (IRB) registered with the Office for Human Research Protections at the U.S. Department of Health and Human Services.

FUNDING: Approval of an application does not commit the DPI to pay any costs related to a study. Depending on the proposed project, the applicant may be required to pay a fee for preparation and delivery of the data.

PROPOSAL CONTENT REQUIREMENTS: Proposals will not be reviewed until DPI receives a complete proposal submitted at this web site (web site application). You will also need to submit IRB approval for your proposed research. Prior to the research starting you will need to have a data use agreement in place with DPI. A sample is attached. You will need to agree to the following as part of a data use agreement:

- Information about the individual who will have primary oversight and responsibility for handling the data requested in this application. The Applicant / Recipient responsibilities are listed below.
- Agree to and execute a Data Use Agreement (DUA) if the application is approved
- Provide and maintain accurate and complete responses on the application and promptly notify DPI of any change(s)
- Maintain up to date data recipient(s) information with DPI and, if necessary, reflect any transition within fifteen (15) days
- When a change is required to an existing DUA, promptly submit to DPI the appropriate information for renewal, modification or extension
- Safeguard the integrity of the data received and comply with all applicable federal and state laws for protecting its privacy and security
- Ensure that DPI breach notification and response procedures are followed in the event of potential or actual loss, theft, or compromise of data as outlined on the DUA
- Adhere to DPI Pupil Data Policy requirements, if applicable
- Destroy all personally identifiable data connected to the DUA and submit the DPI Data Destruction Certificate to DPI as outlined in the DUA expiry process or when the data are no longer necessary, whichever comes first

DELIVERABLES: The Principal Investigator (PI) must agree to provide the DPI with a copy of any material created for publication based on the data set prior to its public release. In some cases, the

DPI may also request a more extensive technical report to be provided within six months of the conclusion of the project.

Wisconsin Department of Public Instruction Contact:

Pupil Data Policy
Wisconsin Department of Instruction
125 S Webster Street
Madison, Wisconsin

DRAFT

SAMPLE DRAFT DATA USE AGREEMENT BETWEEN

Wisconsin Department of Public Instruction And YOUR INSTITUTION

Research Study:

This Data Use Agreement is made and entered into on *DATE* by and between the **Wisconsin Department of Public Instruction (DPI)**, hereafter "Holder," and the **YOUR INSTITUTION**, hereafter "Recipient."

1. This agreement sets forth the terms and conditions pursuant to which Holder will disclose certain protected educational information, hereafter "PEI" in the form of a Limited Data Set to the Recipient.
2. Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the **United States Department of Education Regulations** 20 U.S.C. § 1232g; 34 CFR Part 99.
3. Purpose
 - 3.1 The research study entitled **PROJECT TITLE** will be conducted to: [PURPOSE/DESCRIPTION OF RESEARCH]. This work represents a partnership between WI DPI and YOUR INSTIUTION dated DATE.
 - 3.2 **TITLE AND NAME** will serve as the principal investigator and work in conjunction with Rich Jorgensen, the DPI Pupil Data Policy Officer and Jared Knowles a DPI research analyst. The research will address the following questions: [LIST RESEARCH QUESTIONS]

Addendum

Data to be shared between the Wisconsin Department of Public Instruction and the recipients includes the following:

- Data as specified in the attached spreadsheet.

4. Permitted Uses and Disclosures

4.1 Except as otherwise specified herein, Recipient may make all uses and disclosures of the Limited Data Sets necessary to conduct the research described herein:

4.1.1 Common Measures for **student evaluation** include collection of demographic information, extent of previous service and service-learning experience, and validated and reliable indicators as cited on page 2 of the contract.

4.1.2 Common Measures for **teacher evaluation** include collection of demographic information, teacher experience, teacher implementation of service-learning, and validated and reliable measures as cited on page 2 of the contract.

4.1.3 Common Measures for **community partners** will include demographic information, experience, type and duration of activities in which community partners worked with the students and teachers, and validated and reliable measures of quality of service-learning, community-school partnership, organizational capacity-building, and perspectives on youth as resources, as cited on page 3 of the contract.

5. Recipient Responsibilities

5.1 Recipient will not use or disclose the Limited Data Set for any purpose other than permitted by this Agreement pertaining to the Project, or as required by law. If disclosure of data of any kind is deemed necessary, it will take place only after prior notification of the Wisconsin Department of Public Instruction.

5.2 Recipient will use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the Limited Data Set other than as provided for by this Agreement.

5.3 Recipient will report to the Holder any use or disclosure of the Limited Data Set not provided for by this Agreement. The report should be made (to Holder, by Recipient) within 24 hours of its discovery.

5.4 Recipient will ensure that any agent, including a subcontractor, to whom it provides the Limited Data Set, agrees to the same restrictions and conditions that apply through this Agreement to the Recipient with respect to the Limited Data Set.

5.5 Recipient will not identify the information contained in the Limited Data Set. Any reports or materials developed by Recipient or subcontractors that use data provided under this Agreement, will not contain any personally identifiable information that is protected by the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99. All reports and materials developed will be submitted to Holder prior to release or publishing for Holder's approval, to ensure that no personally identifiable information is included. Holder will use, as its basis for review, its internal suppression rules as they exist at the time the report is published or released. Holder will make these suppression rules available to Recipient upon request.

5.6 Recipient will not contact the individuals who are the subject of the PEI contained in the Limited Data Set.

6. Term and Termination

6.1 The terms of this Agreement shall be effective as of DATE and shall remain in effect until all PEI in the Limited Data Set provided to the Recipient is destroyed or returned to the Holder.

6.2 Upon the Holder's knowledge of a material breach of this Agreement by the Recipient, the Holder shall provide an opportunity for Recipient to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful within the reasonable time period specified by the Holder, the Holder shall discontinue disclosure of the Limited Data Set to the Recipient if the Holder determines cure of the breach is not possible.

6.3 Both Holder and Recipient shall have the right to terminate this Data Use Agreement for any reason by providing sixty (60) days notice of termination of this Data Use Agreement to the other party (Holder or Recipient).

7. General Provisions

7.1 Recipient and Holder understand and agree that individuals who are the subject of Personal Educational Information are not intended to be third party beneficiaries of this Agreement.

7.2 This Agreement shall not be assigned by Recipient without the prior written consent of the Holder.

7.3 Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof.

8. Data Confidentiality and Security

8.1 Recipient shall implement and adhere to policies and procedures that restrict access to the Limited Data Set. A complete list of individuals with access to the Limited Data Set will be identified and maintained.

8.2 Persons retrieving data/using data from the Limited Data Set will never copy any student-level data to a laptop/desktop hard drive for any reasons. Tables and charts to be included in a project report will be acceptable to store outside of the secure hard drive or other secure data storage where the Limited Data Set is stored.

8.3 All individuals permitted to use or receive the Limited Data Set for purposes of the Project shall read and agree to follow the pupil data access policy and procedures in **DPI Policy Bulletin 4.300** (attachment 2) and in the **Student Data Access Policy and Procedures Guidebook** (attachment 3). These documents were developed to ensure proper handling of pupil data in order to maintain privacy and confidentiality. All individuals using or receiving the Limited Data Set must follow the data access procedures on pages 18 and 25, and sign and return to Holder the **Data Access Form**, PI-1274 on page 19 in the guidebook.

9. Transmission of Data

9.1 All student data will be sent to the Recipient via a secure File Transfer Protocol (FTP) or other method selected by the Holder.

9.2 During this transmission data will be secured based upon a method selected by the Holder.

10. Data Storage

10.1 Student data will be kept, for a period not to exceed one year beyond project completion, in a secure electronic format by the Recipient. All personally identifiable information connected with this Project shall be destroyed when no longer needed for the purposes for which the project was conducted. Recipient shall give Holder written notice of planned destruction of records at least thirty (30) days prior to such destruction. All student information will be permanently erased from Recipient's storage devices upon completion or termination of the project.

11. Data Elements

11.1 Attached is a Data Request (attachment 1) listing variables to be provided by Holder to Recipient for use with the Project. All data remains the property of Holder.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows:

Wisconsin Department of Public Instruction

Date: _____

By: _____
Rich Jorgensen, Pupil Data Policy Advisor

Date: _____

By: _____
Kurt Kiefer, Assistant State Superintendent

Address
Address—line 2

Date: _____

By: _____
Title or position



Wisconsin Department of Public Instruction
DATA ACCESS REQUEST—EXTERNAL
 PI-1274-EXT (Rev. 09-11)

INSTRUCTIONS: Complete and submit to:
WISCONSIN DEPARTMENT OF PUBLIC INSTRUCTION
ATTN: PUPIL DATA POLICY ADVISOR
P.O. BOX 7841
MADISON, WI 53707-7841

GENERAL INFORMATION

Name of Requestor	Work Address <i>Street, City, State, ZIP</i>
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Data to be Accessed

<i>The level of access provided to external requestors is limited to the terms of the contract.</i>	Timeframe for Access of Requested Data Begin Date <i>Mo./Day/Yr.</i> End Date <i>Mo./Day/Yr.</i>
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DATA ACCESS REQUEST APPROVAL

<input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended* <input type="checkbox"/> Disapproved*	Division Administrator Signature >	Date Signed <i>Mo./Day/Yr.</i>
<input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended* <input type="checkbox"/> Disapproved*	Pupil Data Policy Advisor Signature >	Date Signed <i>Mo./Day/Yr.</i>

*Reason(s) for Amendment / Disapproval

DATA CONFIDENTIALITY AGREEMENT

To protect the privacy of students, users are required to read the following statements and sign and date this form.

I HEREBY CERTIFY THAT:

1. I will respect and safeguard the privacy of students and the confidentiality of student data.
2. I will comply with state and federal privacy laws and all department regulations, policies, and procedures established to maintain the confidentiality of student data.
3. I will not disclose or transmit confidential student data to persons not specifically authorized access to these data by the Assistant State Superintendent in whose division the data reside and the Pupil Data Policy Advisor.
4. I will use the confidential student data for legitimate educational purposes only as necessary to perform my DPI-assigned tasks.
5. I will not share my access passwords and access rights to files with anyone.
6. I have read the *Student Data Access—Policy and Procedures Guidebook* and agree to comply with outlined procedures.

SIGNATURE

Signature of Staff / Contractor Accessing Data >	Date Signed <i>Mo./Day/Yr.</i>
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Note: If a contractor working for the DPI is to have access to student data, the contractor's supervisor/project leader who is employed by the department should arrange for the permission of the Assistant State Superintendent and the Pupil Data Policy Advisor. The contractor(s) must follow additional procedures noted in the guidelines.



ADDENDUM (CHANGE) to DATA USAGE AGREEMENT

REFERENCE PREVIOUS AGREEMENT AND SPECIFY WHO REQUESTED THE ADDENDUM AND AS OF WHEN

Description of Data

LIST ADDITIONAL DATA REQUESTED AT A HIGH LEVEL

Variables Included in the Data

LIST SPECIFIC VARIABLES TO BE PROVIDED

How the Data will be Used

[DESCRIBE THE NEW PROJECT]

Signatures:

DPI

Title: Pupil Data Policy Advisor

Signature:

IRP

Title:

Signature:

CERTIFICATE OF DATA DESTRUCTION

The undersigned hereby certifies that all copies of the following data files provided to [NAME OF RECIPIENT] by the Wisconsin Department of Public Instruction on ___/___/_____ have been destroyed.

Description of files destroyed:

Method of destruction:

Date of destruction: ___/___/_____

Submitter: _____ (print)

Signature: _____