



## DATA USE AGREEMENT BETWEEN

### Wisconsin Department of Public Instruction and Achieve Brown County

This Data Use Agreement is made and entered into by and between the **Wisconsin Department of Public Instruction (DPI)**, hereafter "Holder," and **Achieve Brown County**, hereafter "Recipient." Holder and Recipient agree to all of the following terms and conditions pursuant to which Holder will disclose certain confidential information in the form of a Data Set to Recipient:

#### 1. Definitions

- 1.1. "Confidential Information" means any information that is not publicly available or is otherwise protected from disclosure by federal or state law, and includes personally identifiable information from an education record of a student, as those terms are defined in 34 C.F.R. § 99.3.
- 1.2. "Data Set" shall refer to data received as a result of queries incorporating the data warehouse elements specified in Appendix A.
- 1.3. "Project" means Recipient's study or project described under Section 2.
- 1.4. Terms used, but not otherwise defined, in this Agreement shall have the meaning given by the Family Educational Rights and Privacy Act's implementing regulations, 34 C.F.R. Part 99.

#### 2. Project

- 2.1. Recipient seeks Confidential Information from Holder for the following reasons:

This data project is focused on learning the baseline status of key health and mobility conditions for young children in Brown County. The data will be used as the starting point for collective impact work facilitated by Achieve Brown County (ABC) on behalf of local community partners in the health, education, business, non-profit and government sectors. The vision of ABC is to create a truly equitable Brown County in which ALL young people have what they need to succeed in school, work and life. This specific request is for student-level education data on enrollment and attendance for Brown County students in K4 through Grade 3. ABC will combine the education data with patient-level data from the three major health providers in Brown County to build a more holistic understanding of the health services received by the young children in our schools and where there may be gaps in service. This is the first step towards identifying the best new actions our community can take toward achieving our vision.

- 2.2. The Project will have the following research benefits:

This work will answer the following research questions:

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1. How many young students attending Brown County schools did not receive annual Well Child Checks between the ages of 0 and 4?
2. What can we learn about the mobility patterns of young children in Brown County by comparing birth data, health data and school enrollment data?
3. To what extent do health issues contribute to attendance issues among young students in K4 to G3?

Initial draft results summarizing county-level answers to the collective impact questions outlined above will be shared first with DPI. The DPI will review the answers to assure that the privacy of all student data has been protected within the reporting of the results. After DPI assurance of privacy protection, the draft results will be sent to each of the contributing data partners (school districts and health systems) for their individual review, using the review protocol outlined in Achieve Brown County's Data Use Agreements with each of those entities. Upon approval from each contributing data partner, final results will be shared with ABC staff, the ABC Executive Team, the ABC Community Leadership Council, the CIS Leadership Team and ABC's Outcome Team 1 and Action Team 1.1 members. It is likely that some of the results will also be made publicly available on the ABC website in the form of articles, blog posts and interactive visualizations. All publicly available data will always be presented at the county-level without breakdowns or references to results for individual contributing data partners.

### 3. Permitted Uses and Disclosures

- 3.1. Except as otherwise specified herein, Recipient may make all uses and disclosures of the Data Set necessary to conduct the Project.

### 4. Recipient Responsibilities

- 4.1. Recipient shall not use or disclose the Data Set for any purpose other than permitted by this Agreement pertaining to the Project, or as required by law. If disclosure of data other than that necessary to conduct the Project is deemed necessary, it shall take place only after prior notification of Holder.
- 4.2. Recipient shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the Data Set other than as provided for by this Agreement, including but not limited to the requirements in sections 7 through 10 below.
- 4.3. Recipient shall report to Holder any use or disclosure of the Data Set not provided for by this Agreement. The report shall be made within 24 hours of its discovery by Recipient, and Recipient shall comply with the requirements of section 5.2 below.
- 4.4. Recipient shall ensure that any agent, including a subcontractor, to whom it provides the Data Set, agrees to the same restrictions and conditions that apply through this Agreement to Recipient with respect to the Data Set.

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- 4.5. Recipient shall not reidentify the information contained in the Data Set. Any reports or materials developed by Recipient or its subcontractors that use data provided under this Agreement shall not contain any personally identifiable information.
  - 4.6. No later than ten (10) business days prior to release or publishing, Recipient shall submit to Holder for Holder's review all reports and materials developed under this agreement. The sole purpose for this review shall be to ensure that no personally identifiable information is included in the reports or materials. Holder shall use, as its basis for review, its internal redaction rules as they exist at the time the report is published or released. Holder shall make these redaction rules, currently contained in DPI Departmental Policy Bulletin 4.315, available to Recipient upon request.
  - 4.7. Recipient may not contact the individuals who are the subject of Confidential Information contained in the Data Set.
5. Term, Breaches, and Termination
- 5.1. This Agreement shall be effective upon its execution by all signatories. This Agreement shall remain in effect until Termination Date 12/31/2021 or until all Confidential Information in the Data Set provided to Recipient is destroyed or returned to Holder, whichever comes first. Recipient will hold Confidential Information provided under this Agreement only as long as necessary to perform the work necessary for the Project. Recipient agrees to destroy all Confidential Information as soon as it is no longer needed for purposes of the Project.
  - 5.2. Following a disclosure made in violation of this Agreement, Recipient shall do all of the following:
    - a. Notify Holder within 24 hours of discovering the violation.
    - b. Provide Holder, upon request, information regarding the violation and efforts to cure it.
    - c. Make every effort to cure the violation as soon as possible. If efforts to cure the violation are not successful within five business days of Recipient discovering the violation, Holder may, at its sole discretion, terminate this Agreement.
  - 5.3. Holder may take any actions authorized by law to remediate the breach, including, without limitation, excluding Recipient from future access to data.
  - 5.4. Both Holder and Recipient shall have the right to terminate this Agreement for any reason by providing sixty days' written notice to the other party.

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## 6. General Provisions

- 6.1. Recipient and Holder understand and agree that individuals who are the subject of Confidential Information contained in the Data Set are not intended to be third party beneficiaries of this Agreement.
- 6.2. This Agreement shall not be assigned by Recipient without the prior express, written consent of Holder.
- 6.3. Each party agrees that it shall 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.
- 6.4. This is the full and complete agreement between the parties. This Agreement supersedes and replaces any prior agreement, whether verbal or in writing, concerning the subject matter of this Agreement. No amendment may be made to this Agreement unless it is in writing and signed by both parties.

## 7. Data Confidentiality and Security

- 7.1. Recipient shall implement and adhere to policies and procedures that restrict access to the Data Set. Recipient shall maintain, in writing, a complete list of individuals with access to the Data Set.
- 7.2. Persons retrieving data or using data from the Data Set may not copy or duplicate any confidential individual-level data for any reason. Examples of copying or duplicating include, but are not limited to, copying data to laptops, desktop computers, flash drives, compact discs, cloud storage, and flash/USB drives. Recipient may include data from the Data Set outside secured storage if all of the following apply:
  - a. The data is included in a project report's tables or charts.
  - b. The data is not personally identifiable and has been summarized and redacted based on rules determined by Holder.
- 7.3. Recipient shall require all individuals permitted by Recipient to use or receive the Data Set to read and agree to the terms of this Data Use Agreement. Recipient shall ensure such individuals have received training in personally identifiable information and the federal and state laws applicable to the use of personally identifiable information. General training materials on those topics are located at:  
<http://dpi.wi.gov/wise/data-privacy/overview>.

## 8. Transmission of Data

- 8.1. Holder shall send the Data Set and all confidential data to Recipient via a secure file transfer protocol (SFTP) or other method selected by Holder.
- 8.2. During this transmission, the Data Set shall be secured based upon a method selected by Holder.

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## 9. Data Storage

9.1. The Data Set and all confidential data shall be kept, for a period not to exceed the estimated study length, in an encrypted electronic format by Recipient.

## 10. Data Destruction

10.1. Recipient shall destroy all Confidential Information connected with the Project when it is no longer needed for the purposes for the Project.

10.2. Recipient shall provide Holder electronic notice of planned destruction of records at least thirty (30) days prior to such destruction by completing the DPI's Electronic Data Destruction Form, which is located at:

<http://dpi.wi.gov/wise/data-requests/certificate-data-destruction>

10.3. Recipient shall permanently erase all Confidential Information and Data Set from Recipient's storage devices upon completion or termination of the project. Recipient shall provide Holder with written notice of compliance with the data destruction provisions within five business days of destroying the data.

## 11. Data Elements

11.1. Attached is the data-specific appendix (Appendix A) listing the applicable educational element groupings to be provided by Holder to Recipient for use with the Project. All data remains the property of Holder.

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

**Wisconsin Department of Public Instruction**  
125 S. Webster Street  
Madison, WI 53707-7841

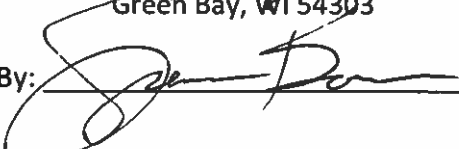
Date: 9/14/2020

By:   
Kurt J. Kiefer, Assistant State Superintendent  
Division for Libraries and Technology

**Org. Name: Achieve Brown County**

Address: 2701 Larsen Road  
Green Bay, WI 54303

Date: 9/8/2020

By:   
Name: SPENCER RONNIE  
Title: EXECUTIVE DIRECTOR



## Appendix A

### Data Topics Included in Request

- X Attendance
- X Enrollment
- X Disability status indicators
- X Socio-economic status indicators
- X Demographics (gender, race/ethnicity, English language learner status, migrant status)
- X Student identifiers (ID number, name, birthdate)

### Extract Details:

In accordance with the identified target population, the data elements specified herein are to be extracted for the 2015-16 to 2019-20 academic year(s). Only grades K4, K5, one, two and three will be included. Only Brown County school districts (Ashwaubenon, De Pere, Denmark, Green Bay Area Public, Howard-Suamico, Pulaski Community, West De Pere, and Wrightstown Community) will be included.

Recipient will be contacted by DPI staff within 3 weeks of data use agreement finalization to coordinate data extraction.

