

Nita M. Lowey 21st CCLC
DATA SHARING AGREEMENT
BETWEEN _____ (District)
AND
University of Wisconsin-Green Bay's Consortium of Applied Research (UWGB CAR)

This Data Sharing Agreement (“DSA”) is entered into between _____
(district/organization) and UWGB CAR (“Requestor”) as contracted by Wisconsin Department of
Public Instruction. This DSA has the following overriding goals:

1. Preserving the anonymity of student identities, including assurance that identifiable student data is not released to unauthorized third parties;
2. Enhancing the ability of the District/Organization and the Requestor to improve academic achievement for District/Organization students by allowing access to individual student records consistent with the requirements of the Family Educational Rights and Privacy Act (“FERPA”);
3. Accurately measuring the District and the Requestor’s progress toward improving student outcomes and indicators, and meeting set targets and other goals; and
4. Meeting USDOE federally required and Wisconsin Department of Public Instruction 21st CCLC data requirements and expectations.

THEREFORE, THE DISTRICT/ORGANIZATION AND UWGB CAR AGREE AS FOLLOWS:

I. OBLIGATIONS OF REQUESTOR

The Requestor, representing all members of the organization, shall ensure the confidentiality of student data through the following methods:

- a. The Requestor shall strictly comply with all state and federal laws that apply to the use and release of the data, including but not limited to FERPA and its regulations.
- b. The Requestor shall restrict access to the data only to the person or persons within the Requestor’s organization who have been tasked with analyzing the data. The requestor shall make all persons aware of, and agree to abide by, the terms set forth in this DSA.
- c. The Requestor shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this DSA, unless such disclosure is required by law or court order.

- d. The Requestor shall not use data shared under this DSA for any purpose other than the goals outlined in this DSA. Nothing in the DSA shall be construed to authorize Requestor to have access to additional data from the District/Organization that is not included in the scope of the DSA (or addenda). Requestor understands that the DSA does not convey ownership of the data to Requestor.
- e. The Requestor shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data.
- f. The Requestor shall report all known or suspected breaches of District/Organization data, in any format, to the District's Data Reporting team immediately, but no later than twenty-four hours.
- g. The Requestor shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, two years after 21st CCLC funding concludes. Requestor agrees to require all employees, contractors, or agents of any kind using the District/Organization data to comply with this provision. Requestor agrees to document the methods used to destroy the data, and upon request, provide certification to the District/Organization that the data has been destroyed.
- h. The Requestor has the right consistent with scientific standards, to present, publish, or use student results it has gained in the course of its analysis, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers, and is outside the bounds of a research study. Should the Requestor use or collect data for the purpose of conducting a research study, Requestor will contact the district to gain approval separate from this agreement.
- i. The Requestor acknowledges that any violation of this DSA and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for the District to immediately terminate this DSA.

II. OBLIGATIONS OF DISTRICT/ORGANIZATION

During the term of this DSA, the District shall:

- a. Prepare and deliver student demographic, academic, and behavioral data as defined in Appendix A – Required Data Elements.

III. TERM

This DSA will allow for the District/Organization to provide the Requestor with student demographic and academic data, as defined in Appendix A, for the duration of the 21st CCLC grant awarded to the district. The DSA shall become effective on the date when the last party to sign has executed this DSA and shall remain in effect until 21st CCLC funding concludes, unless terminated under the terms of Paragraph IV below.

IV. TERMINATION

The District/Organization may terminate this DSA, with 30 days written notice to UWGB CAR at any time, if terms of this agreement are violated or there are grave concerns about the ability to protect student

data. In addition, the District/Organization may terminate this DSA at any time if it determines such action is necessary for the health, safety or education of students or staff. UWGB CAR may terminate this DSA, with 90 days written notice to the District/Organization, at any time, for any reason.

By signing below, each signatory represents that it has the authority to execute this DSA.

District/Organization

Signature

Printed Name

Title

Date

University of Wisconsin -Green Bay's Consortium of Applied Research
UWGB CAR

Signature

Jenell Holstead, Ph.D.

Printed Name

Director of the Consortium of Applied Research



Title

August 7, 2023

Date

APPENDIX A:
REQUIRED DATA ELEMENTS

Student-Level Data Elements	
Demographics	Last Name, First Name Current School Current Grade DOB Gender Race/Ethnicity ELL Status Special Education Status
Grades	Unweighted GPA* (current and prior year) – Grades 7, 8, 10, 11, 12 only *If GPA unavailable, ELA and mathematics grades for all terms (current and past year)
Assessments	Private Schools Only: -Reading and Language Arts Assessment Levels (equivalent to Forward Exam) -Mathematics Assessment Levels (equivalent to Forward Exam)
School Day Attendance	Private Schools Only: -# of Days Present at School -# of Days Absent at School
School Day Behavior	# of In-School Suspensions (current and past year) *If in-school suspensions not used by school, report 0.
Aggregate Level Data Elements	
Demographics	Free/Reduced Lunch Status* *Total number of students served by CCLC program who are eligible for F/RL.