

Data Disclosure Authorization – Wisconsin Response to Intervention (RTI) Center

Data Access Authorization

To: [Sean Cottrell](mailto:sean.cottrell@dpi.wi.gov), Data Governance Coordinator
Wisconsin Department of Public Instruction
125 South Webster Street
P.O. Box 7841
Madison, WI 53707-7841
sean.cottrell@dpi.wi.gov

Dear Mr. Cottrell:

1. This data disclosure authorization, also known as Data Release Agreement, is given by _____ Public School District (hereinafter “*District*”).
2. District currently allows some of its educational records to be housed in the Wisconsin Department of Public Instruction (“DPI”) data warehouse and reporting system. These educational records housed by DPI’s data warehouse and reporting system may include data from one or more of the following types of assessments: MAP, WSAS, PALS, ACT, PLAN, Explore, and ACCESS for ELL (hereinafter “*Assessment Data*”).

All MAP data for the District, as long as the District has a signed agreement on file with DPI to store MAP data in the DPI data warehouse, will be shared with WI RTI Center (hereinafter “*Recipient*”) as part of the collaboration process. If no such agreement is on file, WI RTI Center will not share any MAP data for the District.

3. District agrees that its legitimate educational interests are served by allowing WI RTI Center to access and retrieve educational record data from DPI’s data warehouse and reporting system. This can be accomplished most efficiently through a direct transfer of data housed within DPI’s data warehouse and reporting system to WI RTI Center, in compliance with the Family Education Rights and Privacy Act (“*FERPA*”), 20 U.S.C Section 1232g, and its implementing regulations at 34 C.F.R. Part 99. District authorizes DPI to extract Assessment Data and transfer it to WI RTI Center via secure FTP protocol.

This authorization is effective starting the 2016–2017 school year, encompassing the earliest subsequent school year for which data are available, and every subsequent year until this authorization is terminated or modified in writing by District. This permission shall be in effect from the date this authorization is signed until terminated in writing by the District.

All personally identifiable information connected with this agreement shall be destroyed when no longer needed for the purposes for which the agreement was conducted. WI RTI Center shall give DPI notice of data destruction at least thirty (30) days prior to such destruction via DPI electronic notification process (<http://dpi.wi.gov/wise/data-requests/certificate-data-destruction>). All student information will be permanently erased from Recipient's storage devices upon termination of the agreement.

4. Pursuant to 34 C.F.R. 99.33(b), an education agency or institution such as a District may disclose personally identifiable information from student education records with the understanding that the party receiving the information may make further disclosures of the information on behalf of the education agency or institution if the disclosures meet the requirements of 34 C.F.R. 99.31 and if the education agency or institution has complied with 34 C.F.R. 99.32(b), which requires a record of the disclosure, including the names of the additional parties to which the receiving party may disclose and the legitimate interests which each of the additional parties has in requesting or obtaining the information.
5. The District understands that it retains the rights to all data from its educational records and that this request does not in any way waive its rights to that data. By signing below, District acknowledges that it has the necessary authority to give this permission.

Name and Title of District Representative

Date

Signature of District Representative