Memorandum of Understanding  
Between  
Wisconsin Department of Revenue  
And  
Wisconsin Department of Public Instruction

PARTIES

The parties to this Memorandum of Understanding (MOU) are the Wisconsin Department of Revenue (DOR) and the Wisconsin Department of Public Instruction (DPI), both of which have statutorily specified authority and responsibilities under Wis. Stat. §§ 118.60(2)(a)1.b. and 119.23(2)(a)1.b.

PURPOSE

DOR and DPI ("agency" or "agencies") recognize the mutual benefits to be derived through the exchange of information. The purpose of this MOU is to establish the coordination of activities under which the parties will provide access to data and information systems for the purpose of administration of the Private School Choice Programs (PSCP), which includes the Milwaukee Parental Choice Program (MPCP), the Racine Parental Choice Program (RPCP) and the Wisconsin Parental Choice Program (WPCP).

Pursuant to Wis. Stat. §§ 118.60(2)(a)1.b. and 119.23(2)(a)1.b., DOR shall review the information submitted under these sections and shall determine whether the student is eligible to participate in the program under these sections on the basis of family income. DPI will submit the data it receives from participating private schools and parents to DOR to make this determination. The goal is to determine income eligibility of students and their families who voluntarily provide social security numbers (SSN) or state or federal individual tax identification numbers (ITIN) and want to participate in the PSCP.

TERMS OF THE MOU

This MOU shall remain in effect until the parties agree to terminate it. All or any part of this MOU may be amended at any time by written amendment signed by both agencies.

The provisions of this MOU are subject to the provisions of the Wisconsin statutes and administrative rules, both of which are subject to change. If there are any applicable state or federal law changes, this MOU will be considered immediately modified in accordance with such changes, without notice or written amendment. This provision for automatic amendment will not apply where one agency provides written notice to the other agency within sixty (60) days of the effective date of a federal or state law change stating such change will render its performance under this MOU illegal, impractical or impossible. Upon giving the required notice, the agencies agree to attempt to resolve any issues the particular federal and state law change present regarding future implementation and continuation of this MOU.
This MOU may be terminated by either agency with 120 days notice in the event that Wis. Stat. §§ 118.60 and 119.23 are repealed or no longer require that DOR complete income eligibility determinations for PSCP applicants. Following termination of this MOU, the terms of the MOU shall continue to apply for the purpose of any follow-up related to DOR income determinations made pursuant to this MOU.

SERVICES TO BE PERFORMED

1. DPI will permit participating private schools to enter into the DPI's Online Application System or parents to enter into the DPI's Online Parent Application the following information:
   a. Names (first and last) of student's parents/legal guardians;
   b. Addresses;
   c. SSN or ITIN of the student's parents/legal guardians;
   d. Whether the student's parents/legal guardians are married and to whom;
   e. Family size of the student;
   f. School year (for example, 2020-2021 – The school year will allow DOR to determine which tax return to use to determine income);
   g. Tax return type (original, amended or other), if required; and
   h. Names of other members of the student's family residing in the same household.

2. DOR will provide a web service that DPI will use for the transmission of the information to DOR. All the information in the request will be fully encrypted.

3. Access to the web service will be restricted to authorized DPI and DOR employees.

4. On an "as needed" basis, DPI will transmit the following information to DOR:
   a. Names (first and last) of student's parents/legal guardians;
   b. Addresses;
   c. SSN or ITIN of the student’s parents/legal guardians;
   d. Whether the student’s parents/legal guardians are married and to whom;
   e. Family size of the student;
   f. School year;
   g. Tax return type (original, amended or other) may be provided for students found DOR ineligible; and
   h. Names of other members of the student’s family residing in the same household.

5. DOR will review the information submitted. There will be a two-step process*:

   Step 1. Based on the information provided in #4 above, DOR will transmit one of the following responses to DPI's Online Application System or Online Parent Application:
   a. DOR has records. Meaning DOR has records to determine if the student is eligible to participate in the PSCP on the basis of family income.
   b. DOR does not have records. Meaning DOR does not have records to determine if the student is eligible to participate in the PSCP on the basis of family income.

   Step 2. If DPI's Online Application System or Online Parent Application receives the response "DOR has records," the participating private school or the parent completing the income determination can request DOR to make the income determination. Based on the
information provided in #4 above, DOR will transmit one of the following responses to DPI:

a. YES. Meaning the student is eligible to participate in the PSCP on the basis of family income.

b. NO. Meaning the student is not eligible to participate in the PSCP on the basis of family income.

*The two-step process may be repeated if a response of “NO” is returned in Step 2 under #5 above. If a participating school or parent believes that the response provided by DOR is inaccurate, the participating school or parent should communicate to DPI that they believe the DOR answer is inaccurate. The participating school or parent may submit additional information for consideration by DOR outside of the automated process described in this paragraph, including but not limited to an amended return. DPI may at any time thereafter transmit to DOR the relevant information or ask the family or school to transmit the relevant information to DOR. DOR will review the information transmitted and transmit to DPI one of the responses described in Step 2 under #5 above.

6. DOR will respond to transmissions to the web service within 72 hours, based on the latest data DOR has available. Other transmissions will be responded to as promptly as possible.

7. Participating private schools and parents will be responsible for the accuracy of the information being submitted to DPI and/or DOR for the determination of income eligibility.

8. DPI will communicate the determination of income eligibility to the participating private school or the parent. DOR will work with DPI to answer any questions regarding its determination that a student is or is not income eligible to participate in the PSCP.

9. DOR will assist DPI in creating written guidance explaining the DOR income verification process, including specific timelines when DOR generally has tax information available to verify PSCP family income.

10. DOR and DPI will maintain regular contact in order to monitor the process described in this MOU and address any problems. DOR will identify the specific individual(s) responsible for notifying DPI if the DOR web service goes down, including how and the timeline of notification. DOR’s notification will include the dates and times when the service will be operational.

11. Each agency will promptly notify the other if the system for sending and receiving information is not working, and each agency shall take all reasonable steps to repair the system as soon as possible.

12. Nothing in this MOU alters any statutory timeline or extends any deadlines set in statute, DPI rule or guidance. No third party may rely on this MOU for any purpose.

**MOU COORDINATION**

Each agency will designate an MOU Coordinator to coordinate development and maintenance of this MOU. The MOU Coordinators will serve as the liaisons for this MOU and are responsible for
ensuring that any future changes or modifications needed to this MOU are approved by both agencies. The agencies will provide written notice of subsequent MOU Coordinator changes as they occur.

Each agency agrees to provide support for their respective applications and to work together to solve network connectivity problems, including:

- Coordinating access rights to the applications the other party is authorized to use.
- Provide a primary contact for all IT problem reporting and technical expertise.

The contact person within DOR is: Tim Pfell, timothy.pfell@wisconsin.gov; 608-267-0669. For questions regarding non-electronic transmissions, please contact the DOR director of tax operations, Erin Egan, at erin.egan@wisconsin.gov, 608-261-6235.

The contact person within DPI is: Chanell Crawford, chanell.crawford@dpi.wi.gov; 608-266-5880.

**CONFIDENTIALITY & SAFEGUARDING OF DATA**

DOR and DPI agree that each of their requirements regarding confidentiality of information as set forth in applicable federal/state statutes, administrative rules, employee handbooks and policy manuals shall apply equally to any data or information obtained under this MOU. This includes confidentiality provisions under Wis. Stat. §§ 71.78(5)-(7). Per Wis. Stat. §§ 71.78(5)-(7), the DOR shall restrict the use of the information to the duties described in this MOU and imposed by the individual agencies.

Any taxpayer information received subject to this MOU shall only be used to the extent necessary to assist in the valid administrative needs of the agency in carrying out the programs covered by this MOU.

All personnel with access to information covered by this MOU shall adhere to the policies and procedures, if any, regarding confidentiality and any federal and state laws regarding the security, access, and handling of the exchanged information. Confidentiality procedures, if any, will be shared by each agency and maintained with the MOU. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or otherwise.

Each agency agrees to protect the networks and resources from unauthorized use or damage by using standard computer protection practices, such as confidentiality of passwords, firewalls, virus scanning software, etc.

All confidentiality requirements of this MOU survive the termination, for whatever reason, of the MOU itself.

**DISCLOSURE OF INFORMATION**

Neither agency shall publish or disclose to any third party any information provided under this MOU where personal identifying information can be identified or inferred, except as permitted under federal or state law, without prior written approval of the other party. The MOU Coordinator agrees to contact the other agency upon discovery of an improper disclosure of information.
DESTRUCTION OF CONFIDENTIAL INFORMATION

The receiving agency will manage any identifiable records created as a result of this MOU in accordance with Wisconsin statutes and administrative rules. The records will be destroyed in such a way as to ensure that they cannot be read after destruction.

COMPLIANCE: ON-SITE INSPECTIONS

Each agency agrees to permit authorized personnel to make on-site inspections to ensure adherence to requirements of federal and state statutes and regulations applicable to this MOU.

SIGNATURES

For the Wisconsin Department of Revenue:

By: [Signature]

Diane L. Hardt, Administrator
Division of Income, Sales & Excise Taxes

Dated this 22 day of June, 2020

For the Wisconsin Department of Public Instruction:

By: [Signature]

Robert A. Soldner, Assistant State Superintendent
Division for Finance and Management

Dated this 22 day of June, 2020