

**STATE OF MINNESOTA
DATA SHARING AGREEMENT BETWEEN
THE DEPARTMENT OF EDUCATION
AND THE AUDUBON CENTER OF THE NORTH WOODS**

This Agreement is entered into by the Minnesota Department of Education (MDE) and the Audubon Center of the North Woods (Authorizer), an approved charter school authorizer under Minnesota Statutes, Section 124D.10.

Parties

1. MDE is the state agency charged with adopting goals for and exercising general supervision over public schools and public educational agencies in the state. The agency is responsible for carrying out the provisions of Chapters 120A to 129C of the Minnesota Statutes and other related education provisions under state and federal law.
2. MDE is also the state agency authorized to receive educational data from local educational agencies (LEAs) and programs pursuant to federal and state statutes, rules and regulations, including but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, and related federal regulations at 34 C.F.R. Chapter 99. MDE is authorized to maintain educational data pursuant to Minn. Stat. § 125B.07, subd. 6.
3. Authorizer is a private, non-profit 501(c)3 residential environmental learning center and green conference & retreat center located on Grindstone Lake in Sandstone, MN, and is approved by MDE as a charter school authorizer. As a charter school authorizer, Authorizer is required under Minnesota law to monitor and evaluate the fiscal, operational, and academic performance of charter schools it authorizes. See Minn. Stat. § 124D.10, subds. 10 and 15.

Legal Authority for Data Sharing

4. MDE is authorized under FERPA and Minn. Stat. § 13.32, subd. 3(e) to redisclose otherwise private educational data regarding individual students to another entity in certain circumstances. MDE is a state educational authority (SEA) as described in 34 C.F.R. § 99.31(a)(3). In accordance with 34 C.F.R. § 99.35, FERPA permits state educational authorities to redisclose data received from local educational authorities without prior parent consent to an authorized representative of the SEA, as defined by 34 C.F.R. § 99.3. Any such redisclosure must comply with the requirements of 34 C.F.R. § 99.35(a) and (b); this Agreement and its provisions satisfy those requirements. Finally, this Agreement complies with Minn. Stat. § 13.32, subd. 3(e), of the MGDPA, which permits disclosure of private student data pursuant to FERPA.
5. Authorizer is hereby designated an authorized representative of MDE for purposes of overseeing charter schools with which it currently maintains contracts, and for any charter schools with which it enters into a contract to serve as authorizer during the term of this Agreement.

Purpose and Scope

6. MDE and Authorizer enter into this Agreement for the purpose of providing Authorizer with de-identified student-level data, which will be used by Authorizer in performing its mandated charter school authorizer oversight function. Specifically, the data will be used to satisfy authorizers' responsibility to monitor and evaluate charter school performance, as required by Minn. Stat. § 124D.10, subd. 15, to ensure that charter schools in Authorizer's portfolio improve all pupil learning and all student achievement. In addition, the data will be used to report key indicators of academic performance for the schools in the Authorizer's portfolio in the authorizer annual report to MDE that is required by Minn. Stat. § 124D.10, subd. 14(b).

Duties

7. **MDE responsibilities.** MDE will create anonymous identifiers for each student about whom it shares data with Authorizer under this Agreement. MDE will match this anonymous identifier to individual education records to facilitate connecting individual student records longitudinally and across databases, and will share with Authorizer the anonymous identifier along with the individual student-level information described in this Agreement.

8. MDE initially will share data for the 2011-12, 2012-13 and 2013-14 school years for those charter schools with which Authorizer maintains a charter school authorizer contract at the time this Agreement takes effect. MDE also will share data for the 2014-15 and 2015-16 school years when it becomes available with Authorizer for those charter schools with which Authorizer maintains a charter school authorizer contract during the corresponding reporting year. If Authorizer enters into a charter school authorizer contract with a charter school during the corresponding reporting year, and if data for prior reporting years is available for the school, MDE will also share data for the 2011-12, 2012-13 and 2013-14 school years, and 2014-15 school year if applicable, for that school.

9. MDE will share with Authorizer via secure file transfer the following student-level demographics and statewide assessments data for students enrolled in each charter school authorized by Authorizer:

- districtNumber
- districtType
- schoolNumber
- districtName
- schoolName
- grade
- gender
- ethnicCode
- lepFlag
- speFlag
- frpFlag
- subjectName
- testName
- reportCode

- scaleScore
- achievementLevel
- growthZScore
- October1 school flag
- October1 District flag
- use in School Summary Flag
- use in District Summary flag
- proficiency denominator school
- proficiency denominator district
- use in MMR Growth

10. **Authorizer responsibilities.** Authorizer will use student-level data to evaluate the performance of the charter schools they authorize to ensure schools are improving all pupil learning and all student achievement, and to inform the authorizer annual report required by Minn. Stat. § 124D.10, subd. 14(b).

11. In all internal and external reports that use student-level data received from MDE under this Agreement, Authorizer will report only summary data that does not contain any characteristics that identify or potentially identify an individual student, by reporting data about students aggregated into groups (such as by grade or by school). Authorizer will further not report student information for any group with a count of less than 10.

12. Authorizer will ensure that it applies security and privacy protections when using, sharing, and storing student-level data received from MDE under this Agreement. Such protections include, at a minimum, limiting the number of copies of data; ensuring that only those employees and contractors who need to have access to the data in order to complete their work have access to the data; ensuring that the data is stored in such a way that prevents access by unauthorized persons, such as using password protections and secure emails.

13. To support its evaluation responsibilities, Authorizer may retain in its possession at any time five years of student-level data received pursuant to this Agreement and subsequent agreements between the parties. Once Authorizer has five years of data pursuant to this Agreement, each year when it receives additional data under this or a subsequent agreement, Authorizer will destroy the oldest year of data it holds so that it retains only the five most recent years of student-level data, unless the parties arrange new terms in a subsequent agreement.

14. If Authorizer terminates or does not renew its contract with a charter school for which it has received student-level data pursuant to this Agreement, Authorizer may retain that school's data until it submits its next Authorizer report to MDE following the contract termination or nonrenewal. Authorizer will destroy all data it has received from MDE for that charter school within 30 days of the report's submission, in a manner consistent with the Data Practices Provisions of this Agreement.

15. If Authorizer withdraws as an authorizer pursuant to Minn. Stat. § 124D.10, subd. 3(f), Authorizer may retain data it has received under this Agreement until it submits its final Authorizer report to MDE following its withdrawal as an authorizer. Authorizer will destroy all

data it has received from MDE for that charter school within 30 days of the date the report is due to MDE, in a manner consistent with the Data Practices Provisions of this Agreement.

16. Authorizer will comply with all other requirements established in the Data Practices Provisions section of this Agreement.

Data Practices Provisions

17. The data that is the subject of this Agreement is educational data, maintained by a public educational agency and relating to individual students. This data is subject to the privacy and confidentiality provisions of federal and state statutes, rules and regulations, including, but not limited to FERPA and the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes 13.01 et seq.

18. Authorizer agrees to abide by the provisions of the MGDPA, Minnesota Statutes Chapter 13, and any and all other applicable state and federal laws governing the MDE data shared pursuant to this Agreement and all data created, collected, received, stored, used, maintained, or disseminated by Authorizer under this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individuals, are subject to the provisions of this Agreement in the same manner as the original data.

19. Authorizer and its contractors and agents will comply with the minimum necessary collection rule set forth in the MGDPA. The collection, creation, use, maintenance, and disclosure of data on individuals will be limited to that necessary for the administration and management of programs specifically authorized by the legislature or mandated by the federal government. See Minn. Stat. § 13.05, subd. 3.

20. Authorizer agrees to use the data it receives from MDE only to the extent necessary to conduct its monitoring and evaluation responsibilities in compliance with and as described in this Agreement. Authorizer will not use the individual-level student data for any other purposes. This restriction does not apply to summary aggregate data created as a result of the Agreement, so long as the summary data does not potentially personally identify any individual student. Authorizer will report only student information based on a student count of 10 or greater; information about smaller numbers of students will not be reported.

11. Authorizer agrees that only those employees, contractors, and agents who need to have access to data provided under this Agreement because they are conducting work directly related to the purpose and scope of this Agreement will have access to the data. Authorizer agrees to provide MDE, upon request, with a list of individuals and entities with access to MDE data under this Agreement.

22. Authorizer will ensure that all employees, contractors, and agents who have access to data under this Agreement have been instructed regarding the governing privacy and data practices laws and best practices; are trained to use the safeguards employed to protect the privacy and integrity of student data shared pursuant to this Agreement; and are subject to adequate supervision to ensure compliance with applicable federal and state data practices laws.

23. Data exchanged under this Agreement may not be duplicated, disseminated or used by Authorizer within its organization for any other purpose or program without the express written permission of MDE. This restriction does not apply to summary aggregate data created as a result of the Agreement, so long as the summary data does not potentially personally identify any individual student.

24. Data shared under this Agreement may not be duplicated, disseminated or used by Authorizer with individuals or entities outside its organization for any other purpose or program without the express written permission of MDE. This restriction does not apply to summary aggregate data created as a result of the Agreement, so long as the summary data does not potentially personally identify any individual student.

25. Authorizer will notify MDE if it receives a data request involving data provided under this Agreement and will respond to the request in consultation with and as directed by MDE.

26. Authorizer will use reasonable efforts to store and process the data received from MDE in such a way that unauthorized persons cannot retrieve the information by means of a computer, remote terminal, or any other means. Authorizer will use appropriate safeguards to prevent use or disclosure of private student information by its employees, contractors, and agents, including but not limited to implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect the privacy and integrity of individual-level data that it creates, receives, maintains or transmits under this Agreement.

27. Authorizer will report any known data security or data privacy incidents to MDE as soon as they become known. For purposes of this Agreement, security incident means the unauthorized access, use, disclosure, modification, or destruction of information. Privacy incident means violation of the MGDPA or any other applicable state or federal data practices laws, including, but not limited to, improper and/or unauthorized use or disclosure of protected information and breach of security of information as defined by Minnesota Statutes, Section 13.055. This report must be made in writing and provided to MDE as soon as possible after the security or privacy incident is discovered by Authorizer.

28. MDE retains the right to conduct audits or other monitoring of Authorizer's policies, procedures, and systems related to storage and analysis of MDE data. Authorizer agrees to allow MDE reasonable access if MDE conducts any audit or monitoring.

29. In accordance with its responsibilities in Paragraph 13 of this Agreement, once Authorizer has received five years of data pursuant to this Agreement, each year when it receives additional data under this or a subsequent agreement, Authorizer will destroy the oldest year of data it holds so that it retains only the five most recent years of student-level data.

30. Authorizer will destroy data received from MDE upon termination of this Agreement.

31. When it destroys data pursuant to Paragraphs 29 or 30 of this Agreement, Authorizer will use a secure method of destruction that prevents inadvertent release of any data contents before, during or after the destruction process. Summary data and summary analysis created from MDE data is not subject to this requirement. Authorizer will notify MDE in writing annually when it has destroyed data received pursuant to this Agreement.

32. **Liability**. No party will be liable for violations of any applicable laws, or the terms of this Agreement, indirectly or directly arising out of or resulting from, or in any manner attributable to the actions of the other party.

33. **Transfer**. No party may assign or transfer any rights or obligations under this Agreement without prior written consent of the other party.

34. **Payment**. There are no fees associated with this Agreement. MDE's work time associated with fulfilling its duties under this Agreement are less than eight (8) hours, therefore, consistent with MDE's current Data Sharing Agreement Costs Policy, no fees are shared with Authorizer.

35. **Amendment**. Any amendments to this Agreement shall be in writing and shall be executed as an amendment to the Agreement.

36. **Cancellation**. This Agreement may be canceled by any party at any time, with or without cause, upon thirty (30) days written notice to the other parties. Each party specifically reserves the right to immediately cancel this Agreement should a party, in its sole discretion, determine that private or confidential student information has been released in a manner inconsistent with this Agreement or has not been maintained in a secure manner.

37. **Authorized Representatives**. The following individuals or their successors will serve as authorized representatives for purposes of data access under the Agreement:

MDE authorized representative:

Cindy Murphy
Charter Center Director
1500 Highway 36 West
Roseville, Minnesota 55113
(651) 582-8217
cindy.murphy@state.mn.us

Authorizer representative:

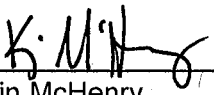
David Greenberg
Director of Charter School Authorizing
43 Main St. S.E., Suite #507
Minneapolis, Minnesota 55414
(612) 331-4181
greenberg@auduboncharterschools.org

38. **Effective Dates**. The terms of this Agreement shall take effect upon signature of both parties and will remain in effect until June 30, 2017.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

The parties have caused this Agreement to be duly executed, intending to be bound by it.


Minnesota Department of Education:



Kevin McHenry
Assistant Commissioner
Minnesota Department of Education

5.12.15
Date

Authorizer's Identified Official with Authority
(Provide the name, title and signature of person with legal authority to enter into binding agreements on behalf of the authorizing organization.)



Bryan Wood
Executive Director
Audubon Center of the North Woods

May 7, 2015
Date