![Minnesota Department of Education logo] **DEPARTMENT OF EDUCATION**

STATE OF MINNESOTA
DATA SHARING AGREEMENT BETWEEN
THE DEPARTMENT OF EDUCATION
AND OSPREY WILDS ENVIRONMENTAL LEARNING CENTER

This Agreement is entered into by the Minnesota Department of Education (MDE) and Osprey Wilds Environmental Learning Center (Authorizer), an approved charter school authorizer under Minnesota Statutes, Chapter 124E.

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 Minnesota Statutes, Section 125B.07, subdivision 6.

3. Authorizer is a private non-profit 501(c)(3) residential environmental learning center that began as a charter school sponsor in 2003, and is approved by MDE as a charter school authorizer as of 2010. As a charter school authorizer, Authorizer is required under Minnesota law to monitor and evaluate the academic, financial, , operational, and student performance of charter schools it authorizes. See Minnesota Statutes, Section 124E.10, subdivisions 1(a)(7) and 3(b).

Legal Authority for Data Sharing

4. MDE is authorized under FERPA and Minnesota Statutes, Section 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 Minnesota Government Data Practices Act, 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. § 124E.10, subd. 3, 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. § 124E.16, subd. 2(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 2018-19, 2019-20 (if available) and 2020-21 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 2021-22, 2022-23, 2023-24 and 2024-25 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 2018-19, 2019-20 (if available), 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25 (if applicable) school year if applicable, for that school.

9. MDE will share data with Authorizer via secure file transfer by November 1, or when the data becomes available if MDE encounters delays in its data systems. MDE will share student-level demographics and statewide assessments data for students enrolled in each charter school authorized by Authorizer as described in Attachment A.

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. § 124E.16, subd. 2(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 six years of student-level data received pursuant to this Agreement, any past agreements and subsequent agreements between the parties. Once Authorizer has six years of data pursuant to this Agreement, each year when it receives additional data under this or a past or subsequent agreement, Authorizer will destroy the oldest year of data it holds so that it retains only the six 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. § 124E.05, subd. 7, 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.

21. 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 six 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 six most recent years of student-level data.

30. Authorizer will destroy data received from MDE upon termination of this Agreement. Upon expiration, Authorizer will destroy data received under this Agreement unless it enters into a new Agreement with MDE.

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 the authorized representatives at MDE in writing by November 1 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:
Paula Higgins
Charter Center Supervisor
1500 Highway 36 West
Roseville, Minnesota 55113
(651) 582-8315
paula.higgins@state.mn.us

Andy Hultquist
Data Analyst
1500 Highway 36 West
Roseville, Minnesota 55113
(651) 582-8442
Andy.hultquist@state.mn.us

Authorizing organization representative:
Erin E. Anderson
Director of Charter School Authorizing
1730 New Brighton Blvd
Suite 104, PMB 196
Minneapolis, MN 55413
(612) 331-4181
anderson@ospreywilds.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, 2026.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

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

Minnesota Department of Education:

_____   _____

Daron Korte   Date
Assistant Commissioner
Minnesota Department of Education

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.)

_____   ___June 6, 2022_____

Erin E. Anderson   Date
Director of Charter School Authorizing
Osprey Wilds Environmental Learning Center

ATTACHMENT A

The Minnesota Department of Education will share the following data elements with Osprey Wilds Environmental Learning Center as described in the Authorized Data Sharing and Use section, paragraphs 6 and 7 of the Agreement.

Variable Name	Characteristics	Appears in	Description
districtNumber	String 4 characters	Enrollment data[1] MCA/MTAS data ACCESS data Attendance data	4 digit district number of the reporting/serving district
districtType	String 2 characters	Enrollment data MCA/MTAS data ACCESS data Attendance data	2 digit district type of the reporting/serving district (equal to '07' for charter schools)
schoolNumber	String 3 characters	Enrollment data MCA/MTAS data ACCESS data Attendance data	3 digit school number of the reporting/serving school
districtName	String	Enrollment data MCA/MTAS data ACCESS data Attendance data	Name of the reporting/serving district
schoolName	String	Enrollment data MCA/MTAS data ACCESS data Attendance data	Name of the reporting/serving school
grade	String 2 characters	Enrollment data MCA/MTAS data ACCESS data Attendance data	Grade of student
gender	String 1 character	Enrollment data MCA/MTAS data ACCESS data Attendance data	Student's identified gender (or sex); can assume values of 'F' (female) or 'M' (male)
FederalRaceCode	String 1 character	Enrollment data MCA/MTAS data ACCESS data Attendance data	Student's self-identified racial/ethnic group A=Asian B=Black/African American H=Hispanic/Latino I=American Indian/Alaska Native

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[1] Note that Enrollment data will be available for all years. FY2020 Academic assessment (MCA/MTAS) and ACCESS data are not available for inclusion. FY2020 and FY2021 Attendance data are not available for inclusion.

			M=Multiracial (Two or More Races) P=Native Hawaiian/Pacific Islander W=White
StateRaceCategoryCode	Integer	Enrollment data MCA/MTAS data ACCESS data Attendance data	Indicates the student is identified as American Indian under the Minnesota state definition. Variable assumes a value of 1 if the student meets this definition, 0 otherwise (FY2019 and later)
EnrollmentELFlg	String 1 character	Enrollment data MCA/MTAS data ACCESS data Attendance data	Indication of whether a student has been identified as qualifying for English learner services
EnrollmentSPECEDFlg	String 1 character	Enrollment data MCA/MTAS data ACCESS data Attendance data	Indication of whether a student is receiving special education services
EnrollmentFRPFlg	String 1 character	Enrollment data MCA/MTAS data ACCESS data Attendance data	Indication of whether a student was eligible for free/reduced price meals
Subject	String 1 character	MCA/MTAS data	Test subject M=Math R=Reading S=Science
TestName	String	MCA/MTAS data ACCESS data	Name of assessment, e.g. ACCESS, MCA-III, MTAS-III
ScoreCode	String 2 characters	MCA/MTAS data ACCESS data	Code indicating either valid test score (VS) or reason for invalid test score
Score	Integer	MCA/MTAS data ACCESS data	Scale score (total overall score for test)
AchievementLevel	String 1 character	MCA/MTAS data	Student's achievement level on the test E=Exceeds M=Meets P=Partially meets D=Does not meet
MetTarget	String 1 character	ACCESS data	Indication of whether a student met/exceeded target ACCESS score

AchievementLevel	Decimal	ACCESS data	Student's achievement level on the test
ELIndex	Decimal	ACCESS data	Indication of a student's year-to-year growth as percent of target score
OctoberRecordIndicator	String 1 character	Enrollment data	Indicates whether the student was enrolled at the school/in the district on October 1 of the academic year
AccountabilityCriteriaMet	String 1 character	MCA/MTAS data ACCESS data	Indicates whether score is included in school/district accountability calculations
AssessmentCriteriaMet	String 1 character	MCA/MTAS data	Indicates whether score is included in school/district assessment calculations
ELDevelopmentCriteriaMet	String 1 character	ACCESS data	Indicates whether score is included in school/district assessment calculations
ProgressCriteriaMet	String 1 character	MCA/MTAS data	Indicates whether score is included in school/district progress calculations
Proportion	Decimal	Attendance data	Proportion of total membership days enrolled at a given school (ADM) for which the student was in attendance
EnrollmentHOMELESSFlg	Homeless flag	Enrollment data MCA/MTAS data ACCESS data Attendance data	Indication of whether a student experienced homelessness
ResidentDistrictNumber	String 4 characters	Enrollment data	4 digit district number of the resident district associated with the student's October 1 enrollment record
ResidentDistrictType	String 2 characters	Enrollment data	2 digit district type of the resident district associated with the student's October 1 enrollment record
AchievementLevel (Prior Year)	String 1 character	MCA/MTAS data	Student's achievement level on the test in the prior year E=Exceeds M=Meets P=Partially meets D=Does not meet
AchievementLevel (Prior Year)	Decimal	ACCESS data	Student's achievement level on the test in the prior year