

**DATA SHARING AGREEMENT
BETWEEN
NOVATION EDUCATION OPPORTUNITIES
AND
[Name of Person and/or Organization]**

1. This Data Sharing Agreement is entered into between the *Novation Education Opportunities* (hereinafter “NEO”), an approved charter school authorizer under Minnesota Statutes, Section 124D.10 and [Name].

NEO and/or [Name] may amend this agreement by mutual consent, in writing, at any time.

2. Purpose of Agreement

The purpose of this Data Sharing Agreement (DSA) is to clearly document what data are being shared and how that data can be used. Such an agreement serves two purposes.

First, it protects the agency providing the data, so that the data is not misused. Second, it prevents miscommunication on the part of the provider of the data and the agency receiving the data by making sure that questions about data are discussed.

NEO will enter into this Agreement for the purpose of providing [Name] with de-identified student-level data for analysis, which will be used by [Name] to perform mandated charter school authorizer oversight functions. The data provided by NEO will enhance the ability of the [Name] to further analyze the student data and provide additional information back to NEO.

This data analysis will increase the capacity of NEO as a charter school authorizer to monitor and evaluate the academic performance of the charter schools it authorizes. Specifically, the data will be used to satisfy NEO’s responsibility to monitor and evaluate charter school performance, to ensure that charter schools in NEO’s portfolio improve all student learning and achievement. In addition, the data will be used to report key indicators of academic performance for the schools in NEO’s portfolio in the annual report to MDE.

The data will only be used for research and/or analytical purposes and will not be used to determine eligibility or to make any other determinations affecting an individual.

3. Period of Agreement

The period of this Agreement shall be in effect FY21 (June 1 , 2020- July 30, 2021) until terminated in writing by either party.

4. Description of Data

Neo will provide [Name] a set of data that has anonymous identifiers for each student under this Agreement. Anonymous identifiers are matched to individual education records and only information described in this Agreement will be shared with [Name]. In all internal and external reports that use student-level data received from NEO under this Agreement, [Name] 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).

Examples of data elements to be exchanged and reported are listed below.

	Demographics & Student Data
	districtNumber
	districtType
	schoolNumber
	districtName
	SchoolName
	Grade
	Gender
	ethnicCode
	legFlag
	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

5. Method of Transfer & Security of Data

NEO and [Name] will employ industry best practices, both technically and procedurally, to protect NEO's data from unauthorized physical and electronic access during transfer. Methods employed are subject to review and approval by NEO.

All Parties will comply with all applicable federal and state laws and regulations protecting the privacy of students including the Family Educational Rights and Privacy Act (FERPA).

[Name] will apply security and privacy protections when using, sharing, and storing student-level data received from NEO under this agreement. [Name] will assume responsibility of data received and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access.

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. [Name] will use reasonable efforts to store and process the data received from NEO in such a way that unauthorized persons cannot retrieve the information by means of a computer, remote terminal, or any other means. [Name] as mentioned will use appropriate safeguards to protect the privacy and integrity of individual-level data that it creates, receives, maintains or transmits under this agreement.

The [Name] will notify the NEO Executive Director in the event the security, confidentiality or integrity of the data exchanged is, or is reasonably believed to have been, compromised. Notification will take place within 24 hours of discovery and appropriate course(s) of action will be determined.

To support its responsibilities as an authorizer, NEO may retain in its possession at any time five years of data. Once NEO has five years of data, each year when it receives additional data, NEO will destroy the oldest year of data it holds so that it retains only the five most recent years of data, unless the parties arrange new terms in a subsequent agreement. [Name] will follow all NEO data retention instructions.

[Name] agrees to use the data it receives from NEO only to the extent necessary to conduct its monitoring and evaluation responsibilities in compliance with and as described in this Agreement. [Name] 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.

[Name] will report only student information based on a student count of 10 or greater; information about smaller numbers of students will not be reported.

Data exchanged under this Agreement may not be duplicated, disseminated or used by [Name] for any other purpose or program without the express written permission of NEO. 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.

[Name] will use reasonable efforts to store and process the data received from NEO in such a way that unauthorized persons cannot retrieve the information by means of a computer, remote terminal, or any other means. [Name] 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.

[Name] will report any known data security or data privacy incidents to NEO 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 provided to NEO as soon as possible after the security or privacy incident is discovered by [Name].

NEO retains the right to conduct audits or other monitoring of [Name]'s policies, procedures, and systems related to storage and analysis of data provided by NEO. [Name] agrees to allow NEO reasonable access if NEO conducts any audit or monitoring.

[Name] will destroy data received from NEO upon termination of this Agreement. No party may assign or transfer any rights or obligations under this Agreement without prior written consent of the other party. Any amendments to this Agreement shall be in writing and shall be executed as an amendment to the Agreement.

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.

Authorized Representatives. The following individual will serve as an authorized representative for purposes of data access under the Agreement:

I have read, understood, and will comply with these requirements:

Name of [Name]

Title of [Name]

Signature of [Name]

Date
