



Success of ALL Youth
COMMUNITY CARE FROM CRADLE TO CAREER

1049 Lake Street, Suite 204 · Oak Park · Illinois · 60301
(708) 848-1560 · Fax (708) 848-1531
www.SAYopr.org

TO: The Oak Park District 97 Board
FROM: Superintendent Dr. Carol Kelley, SAY Steering Committee Member
DATE: November 10, 2016
RE: Oak Park D97 and Success of All Youth (SAY) Data Sharing Agreement

Purpose

We recognize that individual programs, organizations and initiatives work to solve overlapping local social problems and challenges. Mostly working in silos with some limited collaboration, these efforts have traditionally vied for the same pot of resources and attention. While there have been individual improvements, long-term, systemic change has been elusive.

The communities of Oak Park and River Forest have formed a collective impact initiative to engage youth, families, and community partners to coordinate and align priorities, efforts, and resources to empower every child/youth to reach her/his full potential. An important component of this work is to utilize relevant measures that allow us to create a baseline, create goals for our collective work, make evidence-based decisions, and monitor our impact as we implement improvements and solutions.

Community leaders have determined [three](#) (3) priority areas and [twelve](#) (12) indicators of child/youth well-being to measure and improve as a community. Appropriate measurement tools have been selected to help inform us moving forward (see [Attachment](#)). The purpose of this document is to solidify each partner's participation and to outline the parameters and process.

Commented [EB1]: Do we have this attachment?

Whereas data are discrete facts that have no meaning or purpose in and of themselves; it is only when they are put into context that relationships and patterns emerge.

Whereas finding meaning in those patterns allows data to reveal information, which through careful selection, filtering, and interpretation, then becomes useful knowledge.

Whereas knowledge combined with experience, forms the basis of good, evidence-based decisions.

Whereas the sharing of knowledge regarding child/youth outcomes and community program and initiative efforts across and among partners is essential to understanding what problems and challenges exist and to making evidence-based decisions toward the creation of solutions.

Therefore be it resolved that the partners of Success of All Youth are committed to provide the relevant data needed to develop the knowledge to move us forward in continuously improving outcomes for children/youth ages 0 to 22.

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Data Sharing Agreement

This Data Sharing Agreement ("Agreement") is entered into between the Oak Park-River Forest Community Foundation ("Foundation") as the backbone organization of the Success of All Youth ("SAY") collective and [Partner Board of Education of Oak Park Elementary School District No. 97](#) ("Partner") (collectively the "Parties").

1. Purpose

The primary purpose of this Agreement is to permit the sharing of youth and youth program related data at an overall and subpopulation level for use in community improvement efforts and in tracking of progress toward impact goals in the outcome areas of social and emotional development, health and safety, and cognitive/academics. It is also intended to outline a set of agreed upon parameters.

Although child/youth--related data may be collected by a particular partner, it often has content and implications reflective of broader community issues or efforts. Creating a practice and process for sharing knowledge across community sectors will allow us to make more informed decisions regarding potential solutions and improvement efforts and allow us to track progress for more timely and effective adjustments. This effort will allow us to put the child/youth at the center of our efforts rather than the place or organization serving her/him at any given time.

Increasingly, funders, whether tax-payers or grantors, are requiring proof of greater collaboration and effective use of resources for their continued support. SAY's data collection and monitoring process will establish a high-quality feedback loop whose purpose is to focus our efforts on serving children well—, by supporting partner efforts, generating useful data and setting ambitious and realistic targets.

2. Scope

The work is limited in scope to children/youth between the ages of 0 and 22 who live in Oak Park or River Forest, Illinois. Data associated with chosen outcomes and indicators as selected by the Success of All Youth ("SAY") Data Team and approved by the SAY Steering Committee will be collected at an overall level ~~and disaggregated level by gender, race/ethnicity, income level, and IEP/504 status when appropriate and/or available.~~ and will not include This does not include data at an individual child/youth level or data that will allow for the identification of individual children.

3. Period of Agreement

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Commented [EB2]: It remains unclear to us what they are going to do with the data and how sharing the data with them will assist the District or even the community. Perhaps you have spoken with them and have a better understanding, but we still have concerns with providing data without a clear understanding of what they will be using the data for.

Commented [EB3]: This language is contained in Section 4 below.



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This ~~a~~Agreement will be in effect ~~from upon~~ the signing of the document ~~by both Parties and will remain in effect unless terminated in writing by either one or both parties officially terminates the agreement in writing~~. Evidence-based decision making and continuous improvement are anticipated to become the ways through which our communities operate. Continued data collection and analysis are critical components for progress.

4. Data to Be Disclosed

~~The following data will be requested for the initial baseline, the Partner will share all publicly available data that is collected and analyzed as part of the Partner's 2016-2018 Vision Action & Alignment Metrics. This includes:~~

- ~~Percent of students with greater than 95% attendance.~~
- ~~Percent of students placed into Plane Geometry, Advanced Algebra, or Geometry in 9th grade.~~
- ~~Using School-Wide PBIS Tiered Fidelity Inventory, percent of possible points for access to behavioral supports and practices.~~
- ~~Using PARCC scores, percent of students meeting or exceeding expectations.~~
- ~~Percent of students identified for tiered academic support who move up or out of tiered academic support.~~
- ~~Using NWEA MAP scores, percent of students meeting or exceeding individual growth targets in reading and/or math.~~
- ~~Using Education for the Future surveys, percent of favorable responses by students.~~

~~The data will be disaggregated by gender, race/ethnicity, income level, and IEP/504 status when appropriate and available. The Data Team will review this list each year to determine if any changes are needed. As continuous improvement community efforts progress additional data, as appropriate, may be requested of partners.~~

- ~~Demographic Data (gender, race/ethnic, income level, FRL status, housing status, family education level, family size)~~
- ~~Program Reports~~
- ~~Measures, as defined by the Data Team, that are collected by respective organization (Attachment: SAY 2016 Impact Measures)~~

~~Where possible, the demographic data will be disaggregated by gender, race/ethnicity, income level, and IEP/504 status. Data sets that include populations of less than 10 students or that can be reduced to less than 10 students shall not be disclosed.~~

~~The Data Team will review the list of requested data each year to determine if any changes are needed. No additional data will be shared except by mutual written agreement by the Parties, pursuant to Section 9 below.~~

~~No data will be disclosed that has the potential for identifying specific children/youth. Populations of less than 10 or that can be reduced to less than 10 should not be shared for SAY collective efforts.~~

5. Categories

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Commented [EB4]: This more detailed information regarding the data to be shared is optional. As an alternative, the Board can remove this language and have the preceding sentence read: "For the initial baseline, the Partner will share all publicly available data."

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~~Data collected and managed under this Agreement fall under the category of normal, generally releasable information under procedures for processing public records requests. Neither sensitive nor confidential data will be collected at this time.~~

Commented [EB5]: Is this necessary? What constitutes "normal, generally releasable information?"

6-5. Data Management and Security

Data reports will be sent to a specified SAY email account associated with the Oak Park-River Forest Community Foundation. The Data Manger will determine the length that reports will be held based on industry best practices, ~~but no data reports will be maintained for longer than [X] years. Upon termination of the Agreement by either Party, all data disclosed by the Partner to the Foundation that is in the Foundation's possession at the time of termination will be destroyed within 30 days following termination of the Agreement. Because no information generally covered under county, state, or federal protection rules will be collected or managed by SAY, it is anticipated that no specific destruction practices are required.~~

Commented [EB6]: How often are reports expected to be provided?

Commented [EB7]: We suggest placing a limit on how long each report will be maintained.

7-6. Constraints on Use

Data reports will ~~only~~ be used solely for SAY and community partner reporting, continuous improvement efforts, and relevant data formatting for community reporting, as determined by the ~~pParties of the Agreement.~~

Commented [EB8]: In the previous version of the agreement, this section also included the following language:

"Data reports supplied by the parties to this Agreement or collected on behalf of its efforts are the property of the parties of this agreement and will not be shared with or sold to third parties."

Why was this language removed? At a minimum, there should be language stating that SAY will not share the data with third parties except as expressly provided in the Agreement.

8-7. Personnel

The ~~pParties to this Agreement~~ will limit access to data reports to only those individuals whose access is necessary to carry out the terms of this Agreement~~that have not been shared with the public to the SAY staff and members of the SAY Steering Committee until the data has been formatted in the agreed upon community reporting format for baseline and progress reporting.~~

Commented [EB9]: It is unlikely that SAY can guarantee that none of the information would be considered protected or confidential under federal or State law. We recommend having some procedure governing destruction of the information.

Commented [EB10]: These are very general purposes. Can they be more specific about how the data is to be used?

Commented [EB11]: We recommend designating a point of contact/data custodian for each Party.

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8. Points of Contact and Data Custodians

The Parties designate the following individuals as their respective contact persons and primary data custodians responsible for implementing the provisions of this Agreement:

Foundation	Partner
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<hr/>	<hr/>
<hr/>	<hr/>

9. Compliance with Applicable Laws and Regulations

In ~~implementing~~ carrying out their respective duties under this Agreement, the ~~pParties~~ shall comply with all applicable federal and ~~s~~State laws and regulations protecting the privacy of citizens pertaining to the confidentiality of information, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Illinois School Student

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Records Act ("ISSRA"), and the Mental Health and Developmental Disabilities Confidentiality Act/HIPAA.

Commented [EB12]: HIPAA doesn't apply to our data.

10. Amendments and Alterations

At any time, the authorized agents of this Agreement Parties may amend this Agreement by mutual written consent, in writing, at any time.

11. Miscellaneous

This Agreement is executed by an authorized to commit their respective representative of each party to the terms of in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law, rule or regulation. Each party certifies that it is an equal opportunity employer.

Each party certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.

Commented [EB13]: Why is this language included? It does not seem to have anything to do with this agreement.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

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This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

Should any clause or paragraph of this Agreement be held to be illegal, void or unenforceable, it is the intent of the Parties that all remaining clauses of this Agreement shall survive and be deemed enforceable despite such occurrence.

Signatures

By the signatures of their duly authorized representatives below, the parties intending to be legally bound agree to all of the provisions of this Agreement.

Date: _____

Organization: _____

By: _____

Title: _____

Telephone: _____

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By: _____

Title: _____

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