

DATA ACCESS AND EVALUATION AGREEMENT

This DATA ACCESS AND EVALUATION AGREEMENT ("Agreement") is made and entered into as of the Effective Date defined below by and between the Board of Trustees of Northern Illinois University, located in DeKalb, Illinois 60115 ("NIU") and _____ School District with its principal business address of _____, Illinois _____ (the "District"). NIU and the District are collectively referred to herein as the "Parties" and individually as a "Party."

BACKGROUND

- A. As described more fully in the description of the Evaluation Project, set forth in Exhibit B, NIU seeks to conduct research that will allow the District to analyze and assess the effectiveness and outcomes of its college and career pathways.
- B. This Evaluation Project will focus on District students who have matriculated to _____ Community College District (the "Community College").
- C. The District will use this research to evaluate its college and career pathways programming measured by the outcomes for students.
- D. Data from the District may be combined with data from other districts and colleges participating in a Regional Data Collaborative ("RDC"). Any combination of data will be documented, and the names of participating districts and colleges can be shared upon request.

TERMS

In consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

- 1. The terms and conditions attached hereto as Exhibit A (the "Terms and Conditions") are incorporated herein by reference and bind the Parties.
- 2. NIU will engage in research and evaluation of the Sensitive Data as defined in Section 1.a. of the Terms and Conditions, as the District's authorized representative, solely for the limited purposes of and in accordance with the evaluation scope, plan, and specifications set forth in Exhibit B (the "Evaluation Project") attached here to and incorporated by reference and binding on the Parties. The Evaluation Project may be revised with the permission of the school district superintendent or their designee.
- 3. The Parties wish to enter into this Agreement in order to:
 - a. Establish NIU as the District's authorized representative for the limited purpose of conducting the Evaluation Project.

- b. Authorize and enable the contribution of the data from the District to NIU, including Sensitive Data, to conduct the Evaluation Project; and
 - c. Facilitate the evaluation of certain education programs and related analysis in a manner permitted by applicable law.
- 4. The District understands and agrees that NIU shall enter into a Data Access and Evaluation Agreement with the Community College for access to data of the District's students who have matriculated to the Community College. The District hereby authorizes NIU to use its Sensitive Data with:
 - a. data from the Community College for the Evaluation Project and to share the research and analysis of the Evaluation Project with both the District and the Community College; and/or
 - b. data from other 4-year colleges and universities; and/or
 - c. employment data from the Illinois Department of Employment Security.

The District understands and agrees that data from the District may be combined with data from other school districts to evaluate cross-institutional trends and patterns. NIU will maintain a list of the entities' data that has been combined. With the District's permission, NIU may facilitate the reporting and disclosure of data across institutions, including to the Community College and other applicable community colleges, other school districts and four-year higher education institutions as needed. The district will be notified in writing when their data is linked to another entity's data.

NIU shall maintain a record of the combination of Sensitive Data as set forth in 4 a.b. and c above and shall provide such records upon the request of the School District.

- 5. The term of this Agreement ("Term") commences on the date of the signature of the last signatory to the Agreement ("Effective Date") and, subject to any earlier termination as provided in the Terms and Conditions, remains in full force and effect through and including the Evaluation Project expiration date set forth in Exhibit B (the "Expiration Date"). The Term may be renewed through written agreement of the Parties prior to the Expiration Date.
- 6. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles.

In Witness Whereof, NIU and the District agree to all the terms of this Agreement, including Exhibit A and Exhibit B.

BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY	BOARD OF EDUCATION OF _____ SCHOOL DISTRICT _____
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A
TERMS AND CONDITIONS

1. Data Contribution Authorization.

- a. Sensitive Data.** The District owns and maintains information on individuals, including “Personally Identifiable Information” and “Education Records” of students as defined in regulations implementing the Family Educational Rights and Privacy Act (“FERPA”), 34 C.F.R. § 99.3; “School Student Records” as defined in the Illinois School Student Records Act (“ISSRA”), 105 ILCS 10/2(d); all other non-public information, including student data, metadata, and user content, of the School District’s students, and employee data, education services and programs, educators, and other related information necessary and useful to evaluate federal-or-state-supported education and programs (collectively, “Education Data”). Certain of the Education Data can be used, on its own or in combination with other available data, to trace the identity of an individual person, or is otherwise confidential within the meaning of governing law, regulation or District Policy (“Sensitive Data”).
- b. NIU as Authorized Representative.** The District hereby:
- i. Designates and recognizes NIU as the District’s authorized representative for purposes of the Evaluation Project;
 - ii. Determines the purpose of the Evaluation Project is to inform the scope of, or carry out, an evaluation of one or more education programs administered by the District;
 - iii. Determines NIU has a legitimate interest in Education Data for the purposes of the Evaluation Project;
 - iv. Authorizes NIU’s access to the Education Data described in Exhibit B-2, including Sensitive Data,(the "Project Data") solely for the limited purpose of the Evaluation Project and strictly in accordance with the terms and provisions of this Agreement; and
 - v. Authorizes NIU to establish and administer a secure, cloud-based environment for the purposes of analyzing the Project Data and performing the Evaluation Project that meets the requirements specified in Exhibit B-4 ("Evaluation Environment").
- c. No Representation or Warranty.** The District makes no representation or warranty, express or implied, with respect to the Education Data and its usefulness for purposes of carrying out the Evaluation Project. EVALUATION PROJECT RESULTS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED. NIU MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MARKETABILITY, USE OR FITNESS FOR ANY

PARTICULAR PURPOSE OF THE EVALUATION PROJECT RESULTS DEVELOPED UNDER THIS AGREEMENT, OR THAT SUCH RESULTS DO NOT INFRINGE UPON ANY THIRD PARTY'S PROPERTY RIGHTS. In no event shall a Party be liable for any indirect, consequential, incidental, punitive or special damages (including without limitation, lost profits) resulting from or arising out of this Agreement, whether based in tort, contract, or otherwise, and regardless of whether a Party had advance notice of the possibility of such damages.

2. Data Access, Use and Security.

- a. Use of Sensitive Data.** Sensitive Data may only be used by NIU for the purposes authorized pursuant to this Agreement. Any use by NIU that involves a use beyond that set forth in this Agreement will be deemed in its entirety to be a prohibited use of the Sensitive Data, and will be cause for immediate termination of this Agreement. NIU will not copy, archive, or otherwise retain Sensitive Data accessed for the Evaluation Project outside of the Evaluation Environment. NIU will seek annual approval from the school district for the use and ongoing provision of data and will keep a record of each year's approval.
- b. Compliance with Applicable Laws.** To the extent applicable to the Evaluation Project, NIU will comply with all applicable laws, regulations, and state and federal requirements with respect to the protection of privacy, security, and dissemination of Sensitive Data, including, but not limited to, the relevant and/or applicable requirements of the Family Educational Rights and Privacy Act (FERPA), the Illinois School Student Records Act (ISSRA), the Illinois Student Online Personal Protection Act (SOPPA), and all other applicable State of Illinois and federal statutory and administrative requirements.
- c. No Disclosure of Sensitive Data.** NIU will not share or disclose Sensitive Data with anyone, except Project Team Members designated pursuant to Section 2.d. and Authorized District Representatives designated pursuant to Section 2.e., and authorized representatives of the Community College with access to the Evaluation Environment to participate as collaborators in the Evaluation Project, unless disclosure is required by law or court order. Disclosure of Sensitive Data includes any release of Sensitive Data in a manner that permits the personal identification of an individual, and includes de-identified or aggregate data in cell sizes of less than ten (10) for each category or subcategory of data, and de-identified or aggregate data in cell sizes of more than ten (10) for each category or subcategory that, when disaggregated could lead to indirect disclosure through the cumulative effects of disclosures or when combined with other data element(s) in the public domain.
- d. Authorized Project Team Members.** All officials, employees, contractors, subcontractors, or other agents authorized by NIU to have access to Sensitive

Data for the Evaluation Project ("Project Team Members") as of the Effective Date are identified on Exhibit B-3. All Project Team Members must complete and execute a security pledge in the form of Exhibit B-3 ("Security Pledge"). Exhibit B-3 may be updated from time-to-time based on written agreement of the Parties and requiring no amendment of the Agreement.

NIU agrees that it is ultimately responsible for ensuring that any party performing services under this Agreement on its behalf operates in accordance with the terms and conditions of this Agreement. All contractors and subcontractors of NIU must receive prior approval by the District and agree by contractual terms to comply with the terms and conditions of this Agreement. NIU will instruct all Project Team Members on this Agreement's use and confidentiality requirements, restrictions, and sanctions for unauthorized disclosures.

- e. **Authorized District Representatives.** Notwithstanding anything to the contrary in this Section 2, NIU may disclose to District staff, contractors, or agents designated by an authorized District official ("Authorized District Representatives") tables with de-identified Sensitive Data consisting of unsuppressed data and small cell sizes, provided each Authorized District Representative agrees in writing to maintain the confidentiality of such data. Further, NIU may provide Authorized District Representatives and such authorized representatives of the Community College with access to the Evaluation Environment to participate as collaborators in the Evaluation Project. NIU shall have no responsibility nor liability for any use or disclosures of Sensitive Data made solely by Authorized District Representatives or those authorized representatives from the Community College, receiving or accessing Sensitive Data under this paragraph. The District agrees that it is ultimately responsible for ensuring that any party operating under this Agreement on its respective behalf operates in accordance with the terms and conditions of this Agreement. The District will instruct its respective Authorized District Representatives on confidentiality requirements, restrictions, and sanctions for unauthorized disclosures of Sensitive Data.
- f. **Compliance with Security Plan.** NIU will securely store and maintain the Sensitive Data and the Evaluation Environment in accordance with the terms and conditions set forth in Exhibit B-5 ("Security Program"). In accordance with the security specifications set forth in the Security Program, NIU shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Sensitive Data received from, or on behalf of, the District. NIU acknowledges that the use of unsecured telecommunications, including the Internet or email, to transmit individually identifiable or deducible information derived from the Sensitive Data is strictly prohibited. NIU agrees that all data transmissions will be encrypted and provided through a secure FTP or HTTP site.

- g. Records of Access and Disclosures.** NIU agrees to establish and retain records of access and use of all Sensitive Data received pursuant to this Agreement. NIU must create and maintain a record of any disclosure of Sensitive Data made to any other person or entity other than Project Team Members, Authorized District Representatives, and/or to authorized representatives of the Community College. The record of disclosure must record the name of any additional person or organization receiving the Sensitive Data and their legitimate interest in the Sensitive Data for the Evaluation Project. The record must also describe the Sensitive Data included within the disclosure by dataset. Upon the District's request, NIU must provide a copy of the record of further disclosures to the District.
- h. Court-ordered Disclosures.** In the event that any Sensitive Data is required to be disclosed in response to a valid order of a court of competent jurisdiction or other governmental body of the United States, the State of Illinois or any political subdivisions thereof, NIU shall first (1) notify the District of the order and provide a complete copy of such order to the District unless NIU is prohibited by law from making such notification and (2) permit the District to seek an appropriate protective order and/or appropriately notify affected third-parties pursuant to any applicable federal or State law(s). To the extent allowed by law, NIU shall cooperate with the District if it wishes to apply to such court for a protective order. NIU shall only disclose the Sensitive Data to the extent necessary and for the purposes of the court or other governmental body, or as required by law. Furthermore, NIU must comply with the notice requirements of FERPA (34 C.F.R. § 99.31(a)(9)(ii) when and if it is required to disclose any student data in accordance with a lawfully issued subpoena or court order. 34 C.F.R. § 99.33(b)(2).
- i. Data Breach.** For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of Education Data, or other unauthorized access, alteration, use or release of Education Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.
- i. In the event of a data breach, NIU agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 24 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of NIU who shall serve as NIU's primary security contact; (3) assist the School District with any investigation, including interviews with NIU employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and

in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the NIU regarding the breach; and (45) assist the School District with any notification the School District deems necessary related to the security breach. NIU agrees to comply with the terms of this section regardless of whether the misuse or unauthorized release of Education Data is the result of or constitutes a material breach of the Agreement.

ii. NIU Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

j. **Use of Artificial Intelligence (AI).** AI means any past, present, or future artificial intelligence technology or machine-based system that infers from inputs to generate outputs such as predictions, recommendations, or decisions, including but not limited to, AI tools, generative AI, AI products, AI inputs, AI outputs, and AI training data. NIU shall not use, access, disclose, or otherwise process data to train, develop, operate, or maintain any AI used by, relied upon without Parties' prior express written consent.

3. **Termination and Destruction of Data.**

a. **Termination.** This Agreement may be terminated by any Party without cause upon thirty (30) days written notice to the other Parties.

b. **Termination for Breach.** Notwithstanding any other provisions to the contrary, this Agreement is subject to immediate termination by the District for failure of NIU or any of its Project Team Members to adhere to any provision set forth in this Agreement, including, but not limited to, if any Sensitive Data disclosed to NIU is used in any manner which violates the terms and provisions of this Agreement or applicable law.

c. **Sensitive Data Destruction.** All Sensitive Data received pursuant to this Agreement shall be destroyed upon termination, cancellation, expiration, or other conclusion of this Agreement, at a time when some or all the Education Data is no longer needed for purposes of the Agreement, or upon the School District's request, including purging of all copies from the Evaluation Environment. If return of the data is not feasible or if the School District agrees, then NIU shall destroy the data. NIU agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date

of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to NIU that the data is no longer needed for the purposes of the Agreement). NIU shall destroy Education Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business NIU agrees to require all Project Team Members to comply with this provision. The District will provide the name, title, phone number, and email address of the individual or individuals to whom written certification of the data destruction will be provided.

4. General Provisions.

- a. Amendments.** This Agreement may be amended only by a written instrument signed by all Parties.
- b. Insurance.** Each Party, at its sole cost and expense, will insure its activities and the activities of its employees, agents, and any individuals working in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:
 - i. Comprehensive or commercial general liability insurance, including bodily injury, third party property damage, errors and omissions, and liability assumed under contract, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and
 - ii. Network information and security liability (cyber liability) with minimum limits of \$3,000,000.

A certificate of insurance evidencing all coverages required herein shall be delivered to each Party prior to the Agreement commencement date or immediately upon request. Each Party shall be notified of any material change in coverage or cancellation of a policy at least thirty (30) days in advance of the change. Any such change or cancellation may result in termination of services.

- c. Research Report Comment and Response Period.** The District shall be provided for review any and all research, publications, and other reports produced by NIU as part of the Evaluation Project (each, a "Project Report") prior to public release. NIU will provide the District with an electronic copy of a final draft and all final versions of all Project Reports to be released, along with other documents associated with the Evaluation Project. The District expressly reserves the right to review, comment, and approve any Project Report before its public release. The period of such review will be thirty (30) days from the District's receipt of the material to be publicly released. The District reserves the right to demand, and, if reasonably requested, NIU shall include in any Project Report, a rejoinder to be provided in writing by the District. Any report using data from multiple educational institutions must be approved by all entities prior to publication. NIU will correct any factual errors identified by the District. NIU will correct any factual inaccuracies identified by the District prior to publication.

- d. **Compliance with Law.** The Parties shall comply with all applicable laws, rules and regulations in connection with their performance under this Agreement.
- e. **Assignment.** Neither Party may assign its obligations under the Agreement, or any part of its interest in the Agreement, without the prior written consent of the other Party. Any assignment made without said consent is null and void.
- f. **Independent Contractor.** In the performance of this Agreement, NIU and the District are at all times acting as independent contractors and none of them nor their respective employees shall claim to be employees, partners, joint venturers, or agents of any other.
- g. **Public Announcements and Marks.** All media releases and public announcements by either Party relating to this Agreement, the Evaluation Project or any Project Reports shall be coordinated with and approved in writing by the Parties. Neither Party shall use the other Party's name, logos, marks or any other trade designations (collectively, "Institutional IP") (including, but not limited to, on its website, in printed materials or in any other manner) without the prior written approval of such Party, which approval may be withheld for any reason. Any approved use of Institutional IP shall be subject to compliance with all the Party's requirements, specifications and brand guidelines pertaining to the use of such Institutional IP. The Parties shall comply with all reasonable requests from the other Party in the event any use of Institutional IP does not meet the reasonable expectations of such Party. Neither Party shall acquire or claim any right, title, interest or ownership rights of any nature whatsoever in any Institutional IP by virtue of this Agreement and shall cease use of any Institutional IP upon the other Party's request or upon termination of this Agreement. Any use of the Institutional IP in a manner not authorized herein is a violation of this Agreement. Any and all goodwill that may result from use of the Institutional IP shall inure to the benefit of the owner of such Institutional IP. Neither Party shall use any other district or the Community College's name, logo, mark or any other trade designation without the prior written approval of such entity.
- h. **Entirety.** The Agreement, together with the Exhibits, constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes any other negotiations, agreements, or communications, whether written or oral, that have been made by any Party.
- i. **Severability.** If any provision of this Agreement shall be held Invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the Parties shall negotiate in good faith to achieve the original intent of such provision.

- j. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.
- k. **Indemnification.** Subject to the limitations of applicable Illinois law, including the Court of Claims Act and the State Employee Indemnification Act, the Parties to this Agreement shall defend, indemnify and hold harmless each other, their Board members and/or trustees, officers, agents and employees, from and against any and all claims, actions, damages, liability and expenses, including reasonable attorney's fees, which arise out of or relate to (1) injuries to persons or damage or destruction of property to the extent proximately caused by the negligent, willful or other wrongful acts or omissions of the indemnifying Party, its employees, or agents relating to or arising from this Agreement, and (2) a Party's, its employee's or agent's negligence or willful misconduct in connection with the performance of this Agreement or failure to adhere to the terms of this Agreement.
- l. **Authority to Execute.** Each Party represents and warrants to the other Party that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party and constitutes the legal, valid and binding agreement of said Party.
- m. **Nonwaiver.** Failure of any Party to insist on performance of any term or condition of the Agreement, or to exercise any right or privilege hereunder, will not be construed as a continuing or future waiver of such term, condition, right, or privilege.
- n. **Force Majeure.** No liability hereunder shall result to a Party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the Party, including, without limitation, acts of God, fire, flood, war, civil unrest, pandemic, epidemic or other public health emergency, government laws or regulations or shortage of or inability to obtain material as equipment, provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- o. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- p. **Survival.** Those obligations under the Agreement, which by their nature are intended to continue beyond the termination or expiration of the Agreement, will survive the termination or expiration of this Agreement. This includes, without limitation, the obligations relating to the protection of Sensitive Data.

- q. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Signatures by facsimile or other electronic means shall constitute acceptable, binding signatures for purposes of this Agreement.

EXHIBIT B

EVALUATION PROJECT DESCRIPTION

Project Title	Regional Data Collaborative
NIU Organizational Units	Education Systems Center
Subcontractor(s)	None
Co-Principal Investigator	Benjamin Boer
Co-Principal Investigator	
Primary Contact	Benjamin Boer
Primary Data Custodian Name	Rouzbeh Rahai

Exhibit B-1: Evaluation Project Description

Exhibit B-2: Data Specifications

Exhibit B-3: Project Team Designation & Security Pledge

Exhibit B-4: Evaluation Environment Description

Exhibit B-5: Security Program

EXHIBIT B-1

EVALUATION PROJECT DESCRIPTION

A. Summary of Evaluation Project (1 sentence)

To create meaningful and useful information for regional stakeholders, the Regional Data Collaborative (“RDC” or “Collaborative”) will analyze college- and career-pathways-related outcomes for members of district high schools' graduating classes, including those who matriculate to the community college, and assess their outcomes in college and employment, to the extent possible. This agreement is between District and NIU and allows District data to be incorporated into the RDC.

B. Evaluation Project Purpose(s)

The Education for Employment office continues to build its college and career pathways system with local school districts, higher education, and the workforce. Ongoing enhancements to state- and local-level data infrastructure will enable the EFE and stakeholders to analyze college- and career-pathways-related outcomes for local high school graduates enrolling at the community college. The Collaborative's analyses will focus on cohorts of high school students from 2017 through the duration of the grant. Students who transition from high school into community college data will be linked across institutions to analyze milestones (i.e. completion of dual credit) and outcomes (i.e. degree completion and/or transfer).

Analyses will describe the flow of cohort students along college and career pathways from districts through community college and make comparisons across academy/pathway and student subgroups, and assess relationships between pathways-related participation and academic outcomes in high school and in community college. This project will study students that both participate in pathways and those that do not.

Part of the EdSystem's work will support the creation of a secure, cloud-based analytical environment accessible to authorized users, including district and college staff, subject to training and signed agreements. The environment will consist of a secure location for data linking and a separate location for analytics with data from which the PII has been removed. Most authorized users will only have access to de-identified data.

C. Education Programs Evaluated

The Collaborative will assess the outcomes of students participating in college and career pathways in the districts and the community college. In addition, the Collaborative will evaluate other high school programs that support the high school-to-college transition,

including early college programs such as Advanced Placement and dual credit, transitional instruction, work-based learning, and advising. Data will be collected on all students in the given cohort years to allow analysis of individuals participating in pathways and those who have not.

This project will also enable the evaluation and study of community college supports and the interaction between high school and community college supports. Community college supports include, but are not limited to, support services, co-requisite and traditional developmental education, and financial aid.

This project will be considered an evaluation for continuous improvement.

D. Evaluation Questions Addressed

Research questions to be pursued by the Collaborative include the following. These questions can be modified or extended based on agreement of the Parties in the Collaborative:

- i. What is the relationship between secondary pathway participation and secondary performance and course taking (i.e., academic performance, early college credit enrollment, attainment, transitional course enrollment, pathway endorsement receipt, etc.)?
 - (1) How many and what proportion of cohort students enroll in each academy/pathway in high school?
 - (2) What are the demographic characteristics of cohort students and how do they differ by academy/pathway?
 - (3) How does the relationship between secondary pathway participation and secondary performance & course taking vary across academies/pathways and student demography?
- ii. What is the relationship between secondary pathway participation and matriculation, retention, completion, and transfer at the community college?
 - (1) How many and what proportion of cohort students matriculate at community college, and when (i.e., following fall, within 12 months, within 16 months)?
 - (2) How does the relationship between secondary pathway participation and community matriculation vary across academies/pathways and student demography?
 - (3) How does the relationship vary by aspects of secondary performance & course taking?
- iii. What is the relationship between secondary pathway participation and student performance/completion at the community college?
 - (1) Developmental education course enrollment
 - (a) How many and what proportion of cohort students enroll in developmental education coursework overall and in communications, reading, or math, at the community college?
 - (b) How does development education enrollment among pathway students compare with that of non-pathway college students?

(c) How does the relationship between secondary pathway participation and developmental education enrollment vary across secondary academies/pathways and student demography?

(d) How does the relationship vary by aspects of secondary performance & course taking?

(2) Program of study

(a) How many and what proportion of cohort students pursue a continuation of their secondary academy/pathway at the community college (credit or non-credit)?

(b) How does the relationship between secondary pathway participation and postsecondary program of study vary across secondary academies/pathways and student demography?

(c) How does the relationship vary by aspects of secondary performance & course taking?

(3) Persistence

(a) How many and what proportion of students persist at the college (fall to-spring, fall to fall)?

(b) How does persistence among pathway students compare with that of pathway college students?

(c) How does the relationship between secondary pathway participation and postsecondary persistence vary across secondary academies/pathways and student demography?

(d) How does the relationship vary by aspects of secondary performance & course taking?

(4) Postsecondary credential attainment

(a) How many and what proportion of cohort students earn a postsecondary credential at the community college as a continuation of a secondary academy/pathway and overall?

(b) How does credential attainment among cohort students compare with that of non-pathway college students?

(c) How does the relationship between secondary pathway participation and postsecondary credential attainment vary across secondary academies/pathways and student demography?

(d) How does the relationship vary by aspects of secondary performance including assessment scores & course taking?

iv. What are the benefits and costs of various academies/pathways?

(1) How many resources are allocated to each academy/pathway?

(2) What is the relationship between per participant cost and participant outcomes by academy/pathway?

The Parties may agree to include other related research questions within the scope of the Evaluation Project analyses without amendment to this Agreement.

E. Evaluation Design and Methodology

The Collaborative research team will link respective district student records with college records. Linked data will inform the calculation of descriptive statistics describing cohorts of

students and their pathways-related participation and outcomes. Where appropriate, in consultation with Collaborative stakeholders, the research team will use statistical inference to pursue or extend selected research questions.

F. Evaluation Cohort(s) and Comparison Groups

The Collaborative will focus its analyses on graduating cohorts from districts ;the initial analysis will center on the cohorts of students who were seniors or graduated in Spring of 2017 and 2018, and extend to students who attended the community college in the year of the grant.

Comparison groups for analysis will include both demographic and pathways-related subgroups, district and college stakeholder identified priority subgroups of interest, beyond student demography, including, but not limited to the following:

- Dual credit enrollees or completers
- Academy / Pathway
- Transitional course enrollees / completers

Other comparison groups include those with similar course-taking, assessment, and attendance patterns.

G. Evaluation Project Schedule and Conclusion Data

The project schedule will be determined in consultation with Collaborative stakeholders. Initial analysis of data will be completed by December 31st 2026, to validate data loading.

Other analysis timelines will be determined by the Collaborative.

The Evaluation Project will expire on June 30, 2029. The evaluation date may be extended by mutual agreement between the district (or community college) and NIU.

H. Project Outcomes, Including Planned Publication(s) or Other Data Products

Project deliverables will be determined in consultation with district stakeholders, subject to the comment-and-response process. Deliverables can include written reports, aggregated datasets, and dashboards to support evaluation of programs and their continuous improvement.

EXHIBIT B-2

DATA SPECIFICATIONS

Demographics

Element	Description
student_id	Student Identifier assigned in ISBE SIS. Randomly generated 9-digit number.
grade_level	Student grade level at enrollment.
enrollment_entry_type	Circumstances under which the student is admitted.
school_year	School year applicable.
date_of_birth	Student date of birth. Must be >0 and <22 years.
race_ethnicity	Racial category the student most identifies with.
Gender	Gender identity.
free_reduced_lunch	Whether the student qualifies as low-income (SNAP, TANF, homeless, migrant, Head Start, foster, or income-eligible).
english_learner_status	Whether the student is an English Learner based on ACCESS proficiency <4.8.
special_education	Whether the student has an IEP or ISP under IDEA.
Homelessness	Whether the student lacks a fixed, regular, adequate nighttime residence at any point during the school year.

Courses

Element	Description
student_id	Student Identifier assigned in ISBE SIS.
school_year	School year applicable.
Term	Identifies which term the class was taken in.
course_title	Title of local course.
state_course_code	SCED v7.0 course code: Subject Area (2 digits) + Course Identifier (3 digits) + State Identifier.
Credits	Credit offered for successful completion in the reporting term.
final_grade	Final grade or completion status for the term.
ipeds_code	IPEDS 6-digit identifier for the postsecondary institution.
dual_credit_indicator	Whether the student receives both high school and college credit.
course_start_date	First day of student attendance in the course.

Assessment Scores

Element	Description
student_id	Student Identifier assigned in ISBE SIS.
test_type	Assessment type and test code. IAR (grades 3-8 ELA/Math), ISA (grades 5/8 Science), ACT with Writing (grade 11), PreACT Secure (grade 10), PreACT 9 Secure (grade 9), DLM-AA (alternate).
test_administration	Testing school RCDTS where the student takes the assessment. Defaults to Serving School.
composite_score	Composite score from the assessment (e.g., ACT Composite 1–36). Loaded by ISBE from vendor.
subject_scores	Subject-area scores (e.g., ACT English, Math, Reading, Science; IAR ELA/Math scale scores). Loaded by ISBE from vendor.
grade_at_testing	Student grade classification at the time of testing.
home_school	Home RCDTS at time of testing, used to attribute the score to the correct school.

Exit-Enrollment

Element	Description
student_id	Student Identifier assigned in ISBE SIS.
exit_date	Last day the student attended school. Cannot be future; must be ≥ latest Course End Date.
withdrawal_type	Circumstances under which the student exited from membership.
exit_status	Derived status indicating whether the exit represents graduation, dropout, transfer, or other outcome based on the withdrawal type code.

Attendance

Element	Description
student_id	Student Identifier assigned in ISBE SIS.
school_year	School year applicable.
grade_level	Student grade level.
days_present	Sum of full/partial days present (In Person + E-Learning + Remote Learning). Report 1.000=full day, 0.500=half day.
excused_absences	Sum of full/partial days the student was absent with valid cause, including mental health days.
unexcused_absences	Sum of full/partial days the student was absent without valid cause.

College and Career Readiness Indicators

Element	Description
student_id	Student Identifier assigned in ISBE SIS.
grade_level	Student grade. CCR applies to grades 9–12 only.
Gpa	Cumulative GPA category on a 4.0 scale (grades 11–12 only).
act_sat_ela_met	Whether student met minimum ACT (English 18, Reading 22) or SAT (EBRW 540).
act_sat_math_met	Whether student met minimum ACT Math 22 or SAT Math 540.
industry_credential	Work-related credential issued by an industry org or state licensing body.
career_interest_identification	Whether student identified a career area of interest by end of sophomore year via pathways or individualized plan.
career_development_experience	Supervised work experience ≥60 hours relating to career area of interest meeting all definitional criteria.

College and Career Readiness Experience

Element	Description
student_id	Student Identifier assigned in ISBE SIS.
support_type	Category of the college and career readiness support provided. (WBL, Career Development Experience, FAFSA, Advising, Non-degree Certificate, Co-curricular, College Application, Pathway Participation, Awards)
support_name	Name or description of the specific support event or activity. For WBL: include Continuum Stage. For Career Identification: include career identified. For College Application: include college applied to. For Pathway Participation: include pathway (e.g., IT, Manufacturing) and program (e.g., Networking).
start_date	Start date of the support event or activity. Should fall within the school year.
end_date	End date of the support event or activity. Must be within the same school year as start date. For co-curriculars/sports, use semester or school year end. For non-degree certificates, use the date the certificate was received.
hours	Total hours associated with the support activity. Enter -1 when not applicable (e.g., FAFSA completion, college application).
wbl_type	Specific type of work-based learning activity. Only applicable when support_type = WBL. (Career Exploration, Job Shadowing, Internship, Apprenticeship, Cooperative Education, or other standard WBL type)

certification_organization	Organization that issued the non-degree certificate or credential. Only applicable when support_type = Non-degree Certificate.
industry_sector	Industry sector associated with the support activity. Use N/A if not applicable.
pathway_program	Career pathway and program associated with the activity (e.g., IT > Networking, Manufacturing > CNC Machining). Refer to ISBE pathway definitions.

EXHIBIT B-3

PROJECT TEAM DESIGNATION AND SECURITY PLEDGE

This Exhibit can be modified by agreement of the District and NIU.

1. NIU Employees with Access to Sensitive Data

Organization: Education Systems Center

Name: Ben Boer

Title: Senior Director of Data

Email: bboer@niu.edu

Phone: 847-942-8719

2. Contractor or Subcontractor Employees with Access to Sensitive Data

None

3. Other NIU Representatives with Access to Sensitive Data

None

FORM OF SECURITY PLEDGE

NON-DISCLOSURE AND SECURITY PLEDGE FOR USE OF CONFIDENTIAL DATA

Name of Individual with Access to Confidential Data:	<i>[insert name of individual with access to the confidential data]</i>
Evaluator:	<i>[insert name]</i>
Evaluation Project:	<i>[insert title of Project]</i>

I, _____, through my involvement with and work with the Evaluator, will have access to Confidential Data provisioned by the District for the Evaluation Project, which Confidential Data includes any and all de-identified data, "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3, "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d), non-public information, including student data, metadata, and user content, of the School District's students, and employee data. deducible information, any other data and information that has not been fully-disclosure proofed and approved by the District for release from the Evaluation Environment as public information.

By virtue of my affiliation with the Evaluation Project being led by *[insert name of researcher and connection to Evaluator, if applicable]*, I understand that access to this Confidential Data carries with it the responsibility to: (a) guard against unauthorized use, (b) abide by all security parameters, requirements and guidelines instituted by Evaluator in conjunction with its obligations regarding the Confidential Data, and (c) abide by Security Requirements applicable to the Evaluation Environment. To treat information as confidential means not to divulge it to anyone who is not an authorized Evaluation Project Team Member or to cause it to be accessible to anyone who is not an authorized Evaluation Project Team Member.

I understand that the use of unsecured telecommunications, including e-mail, to transmit Confidential Information is strictly prohibited, and agree that all data transmissions must be approved by *[insert name of Evaluator of lead researcher, if applicable]* prior to transmission and must be encrypted and provided through a secure FTP or HTTP site.

I understand that disclosing the Confidential Data directly or allowing non-authorized access to this information and data may subject me, as authorized user, to criminal prosecution and/or civil recovery.

I agree to fulfill my responsibilities on this project in accordance with the following guidelines:

1. I agree not to permit personnel who are not approved Project Team Members access to these Confidential Data, either electronically or in hard copy.

2. I agree not to attempt to disclose the identity of individuals, families, households, programs, schools, districts, or institutions, unless (with respect to programs, schools, districts, or institutions) associated with a project outcome approved by the Agencies.
3. I agree not to re-identify or attempt to re-identify the identity of individuals associated with the project by linking the Confidential Data to other external sources or matching the data to other databases which might result in re-identification.
4. I agree that in the event an identity of an individual, family, household, program, school, district, or institution is disclosed inadvertently, I will (a) make no use of this knowledge, (b) immediately advise Evaluator of the incident, who will report it to the District, (c) safeguard or destroy the information as directed by Evaluator after consultation with the District, and (d) not inform any other person of the disclosed identity.
5. I agree not to remove or transfer Confidential Data from the Evaluation Environment.
6. I agree to access only that Confidential Data which is accessible through the Evaluation Environment, for purposes of the permitted Evaluation Project.
7. I agree that any Confidential Data may only be used for the purposes for which it was provided. Any other use of such data is considered unauthorized.
8. I agree to comply with the Illinois School Student Records Act and the Family Educational Rights and Privacy Act with respect to the use of Confidential Data.

Signature	Date
Name:	
Title:	

EXHIBIT B-4

EVALUATION ENVIRONMENT DESCRIPTION

GENERAL DESCRIPTION

Analysis for the Regional Data Collaborative will take place within a cloud-based environment ("Environment") developed and maintained at NIU. The Environment will meet the general business requirements listed below. It will:

- Store district student-level data as a foundational data set.
- Store community college student-level data as a foundational data set.
- Allow district and college staff and other authorized users access to those student-level data within a secure environment, provided that any access to districts' or colleges' data will only be for a legitimate evaluation purpose and only to de-identified data.
- Allow districts and colleges approved parties to upload structured and semi-structured data into the Environment on a temporary basis for inclusion in data analyses.
- Allow districts and colleges to request ingestion of local data into the Environment storage for long-term use in ongoing data analyses.
- Allow authorized users from approved parties to conduct rigorous statistical analyses of deidentified local data within the Environment.
- Allow the extraction of certain, approved post-analysis data sets and results from the Environment.

The Environment will be deployed in a cloud computing platform and configured using a data lake solution. The cloud environment consists of both a Google Cloud environment and a virtual server environment implemented using Microsoft Azure. Data will be maintained on servers residing in the United States. Both environments can be used for data analytics and data management. It will consist of five general areas: data ingestion, data transformation, data lake, data processing, and data analysis and visualization. Each area is described below at a high level.

Data Ingestion

The Environment will allow ingestion of student-level and other data sets from various sources through various modes. Planned sources will include the districts and colleges. Other sources could include state agency data such as the Illinois State Board of Education and Illinois Community College Board. Data may be supplemented by vendor data with approval from the districts or colleges. Possible data ingestion approaches include synchronizing with another cloud-based environment, uploading to a secure system portal, or using application programming interfaces (APIs). Depending upon source and approach, ingestion can be manual or automated. Data sets will be ingested in their respective raw formats, but may be transformed into other formats as needed. Data validation will occur as part of the data ingestion process.

Data Transformation

Following ingestion into the Environment, heterogeneous raw data will undergo a standardized extract, transform, load (ETL) procedure. ETL will extract the raw data, transform them for storage and later use, and load them into the Environment data lake. Post-ETL, data will be defined, organized, and ready for processing and analysis. Data transformation will include the removal of personally identifiable information (PII) when the data is no longer needed. Data analysis will occur using data from which PII has been removed.

Data Lake

The Environment will store transformed data in a data lake, which combines data with varying structures within a centralized repository to facilitate data processing and analysis. The data lake will include a cataloging and access control system that enables bucketing of specific data sets such that any given data set can be accessed only by authorized users. The data lake may consist of data from multiple entities, including other districts, community colleges, and four-year institutions. Data lakes consisting of multiple entities' data will be documented, and the participants of a data lake can be requested by any district or college included in the data lake.

Data Processing

Standard SQL or other data system queries will be the primary means of data processing within the Environment. Queries can be run against the data available within the data lake, allowing creation and manipulation of integrated data sets. These integrated data sets will drive the work of the Collaborative.

Data Analysis and Visualization

The Environment can host various data analysis and visualization tools. Both open-source and proprietary options, with appropriate licensing, are configurable within the system. Selection of Environment data analysis and visualization tools will be made in collaboration between NIU and the District.

EXHIBIT B-5

SECURITY PROGRAM

INTRODUCTION

The Parties agree to establish an information security program for Sensitive Data. The program is being implemented by NIU. The Parties are implementing this information security program for access to Sensitive Data within the Environment that has been created and is being maintained and administered by NIU. This information security program addresses the security of access to Sensitive Data within the Environment.

NIU SECURITY PROTOCOLS

NIU plans to use and/or deploy the following security features and protocols within the Environment.

Security Protocol	Description
Multi-Factor Authentication	The Environment will require multi-factor authentication for every user sign-in.
IP Whitelisting and/or VPN	Environment user sign-ins may be subject to authentication via whitelisting of certain IP network(s). Environment access may thus require users to sign in to a listed virtual private network.
Password Creation and Rotation	All users will be required to create strong passwords of specific length and complexity per vendor policy. All users will be required to change passwords at regular intervals (a minimum of once per year)..
Key Management	To ensure protection of user password keys, NIU will use a vendor-specific system component for credential management within the Environment.
Minimal Access Policy	Access to the Environment will be granted solely to authorized users for specific data and services. All users must sign a security pledge acknowledging their agreement to abide by the terms of this security plan and the Agreement. Access logs will be maintained for 30 days and then archived for a minimum of five years.
Role-based Access Control	Sensitive Data will be stored within a data lake deployed by NIU in the Environment. Access to the data lake will be controlled by a cataloging and access control system that defines read/write permissions for specific Environment user roles.
Data Encryption	Data will be encrypted at rest per vendor policy. Data will be encrypted in transit per best practices.
Device Security	NIU will take precautions to ensure authorized use of devices that have to access the Environment.
Firewall	NIU will maintain a modern firewall defense to safeguard its network from unwanted traffic.
Security Training	All users will undergo security training(s) specific to relevant vendor-specific system components.
Incident Response	NIU will report to the relevant Party(s) any confirmed data breach involving the security of Sensitive Data within the Environment and cooperate with the Party(s) to investigate and resolve the incident.