

**Oak Park Elementary School District No. 97, Collaboration for Early Childhood Care and Education, and Chapin Hall Center for Children**  
**DATA SHARING AGREEMENT**

This Data Sharing Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, 2018 (“Effective Date”), by and between the Board of Education of Oak Park Elementary School District No. 97 (“District”), an Illinois public school district with its principal office located at 260 Madison Street, Oak Park, Illinois 60302, the Board of Trustees of the Collaboration for Early Childhood Care and Education (“Collaboration”), an Illinois not-for-profit corporation with its principal office located at Oak Park Village Hall, 123 Madison Street, Room 209, Oak Park, Illinois 60302, and Chapin Hall Center for Children (“Chapin Hall”), an Illinois not-for-profit corporation with offices located at 1313 E 60th Street, Chicago, Illinois 60637, each individually referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the *Family Educational Rights and Privacy Act* (“FERPA”), 20 U.S.C. §1232g, and its implementing regulations, 34 C.F.R. Part 99, protect the privacy of students’ education records and afford to parents certain rights, including the right to condition certain disclosures of personally identifiable information (“PII”) from a student’s education records upon the parent’s prior written consent; and

**WHEREAS**, the *Illinois School Student Records Act* (“ISSRA”), 105 ILCS 10/1 *et seq.*, and its implementing regulations, 23 Ill. Admin. Code. Part 375, protect the privacy of students’ school student records and afford to parents certain rights, including the right to condition certain disclosures of a student’s school student records or information therefrom upon the parent’s prior written consent; and

**WHEREAS**, FERPA contains an exception allowing the release of PII without parental consent to organizations conducting studies for, or on behalf of, schools or school districts to (a) develop, validate, or administer predictive tests, (b) administer student aid programs, or (c) improve instruction (see 34 C.F.R. § 99.31(a)(6)); and

**WHEREAS**, ISSRA contains an exception allowing release of school student records and information without consent to any person for the purpose of research, statistical reporting, or planning, provided that such research, statistical reporting, or planning is permissible under and undertaken in accordance with FERPA (see 105 ILCS 10/6); and

**WHEREAS**, the Collaboration has retained Chapin Hall as an independent contractor to report on the Collaboration’s progress indicators that are memorialized in the Collaboration’s Amended Contract for Early Childhood Education Services, to which the District is a party; and

**WHEREAS**, the Parties desire to enter into this Agreement to share data for the purpose of a research study (“Study”) conducted by Chapin Hall pursuant to that certain Services Agreement by and between the Collaboration and Chapin Hall dated as of July 1, 2018 (“Services Agreement”) attached hereto as **Exhibit A**; and

**WHEREAS**, the purpose of the Study being conducted by Chapin Hall is to improve instruction in the District; and

**WHEREAS**, the scope of the Study includes the collection and analysis of student-specific data concerning District students, and in particular, enrollment information, demographic information, assessment scores, attendance data, health information, and special education and Section 504 eligibility information; and

**WHEREAS**, each Party is willing to enter into this Agreement with the other Parties on the terms and provisions hereinafter set forth.

**NOW, THEREFORE**, in consideration of their mutual promises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of preamble recitals.** The Parties affirm that the foregoing preamble recitals are true and correct, and incorporate them by reference into the terms of this Agreement.
2. **Agreement to conduct Study.** The Parties agree that Chapin Hall will conduct the Study described in the Services Agreement attached hereto as **Exhibit A.**
3. **Purpose of the Study.** The purpose of the Study is to improve instruction in the District. The Study is solely for the purpose of research and results will be reported in aggregate. Individual student data will not be reported.
4. **Confidentiality of Student PII.**
  - a. **Identification of PII and/or school student records or information to be disclosed.** The Executive Director of the Collaboration and the District Superintendent or designee will annually create and maintain written and mutually agreed upon lists of data to be provided by the District directly to Chapin Hall that are necessary to calculate and analyze the benchmarks incorporated in the Amended Contract for Early Childhood Education Services between the Collaboration and the District (see Memorandum of Understanding Between Collaboration for Early Childhood Care and Education and Oak Park Elementary School District 97, **Exhibit B.**) The annual list of data to be provided is attached to the Memorandum of Understanding Between the Collaboration for Early Childhood Care and Education and Oak Park Elementary School District 97 as **Appendix D** and shall be attached to this Agreement.
  - b. **Purpose for which PII and/or school student records or information is to be exchanged and used by the Parties.** The PII and/or school student records or information disclosed by the District to Chapin Hall may be used by Chapin Hall only for purposes of carrying out its obligations under this Agreement. Chapin Hall understands and agrees that (a) PII and/or school student records or information shall be used only to carry out Chapin Hall's research for the express purpose outlined in Section 3 of this Agreement; (b) in publishing any results of the research and analysis of data which includes PII and/or school student records or information, Chapin Hall will employ disclosure avoidance techniques to protect the privacy and confidentiality of the students involved so that they cannot be personally identified; (c) Chapin Hall will not re-disclose PII and/or school student records or information to any persons or entities other than the District; and (d) Chapin Hall will have in place reasonable policies and procedures, which the District may monitor or audit upon request, to prevent such re-disclosure.

c. Destruction of PII when no longer needed, or by June 30, 2023. The Parties shall periodically confer and review together whether PII and/or school student records or information shared pursuant to this Agreement continues to be needed for purposes of Chapin Hall's research. At each review, the Parties shall prepare a memorandum ("data destruction schedule") identifying PII and/or school student records or information the retention of which is no longer required for purposes of Chapin Hall's research pursuant to this Agreement, and scheduling such PII and/or school student records or information for destruction. Thereafter, Chapin Hall shall destroy the PII and/or school student records or information in accordance with the agreed schedule, and shall record the fact and date of destruction of the PII and/or school student records or information by noting it on the appropriate data destruction schedule. The Parties agree that all PII and/or school student records or information shared or exchanged pursuant to this Agreement shall be destroyed in the manner described in this paragraph by no later than June 30, 2023; provided, however, that the final date for destruction of the PII and/or school student records or information may be extended if necessary to a later date certain by written amendment to this Agreement.

d. Privacy protection policies and procedures. Chapin Hall will conduct its research in a manner that does not permit the personal identification of parents and students by anyone other than the representatives of the organization with legitimate interests. Chapin Hall shall conduct its research so as not to identify students or their parents. Chapin Hall shall only allow internal access to PII and/or school student records or information by individuals with a need to know, and Chapin Hall shall take steps to maintain the confidentiality of the PII and/or school student records or information at all stages of its research by using appropriate disclosure avoidance techniques. In addition to the foregoing, Chapin Hall shall employ privacy protections and procedures to comply with the requirements of FERPA and other federal, State and local laws and regulations applicable to the subject matter of this Agreement.

5. 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:

DISTRICT:  
Superintendent  
260 Madison St.  
Oak Park, IL 60302

COLLABORATION:  
Executive Director  
Oak Park Village Hall  
123 Madison St.  
Room 209  
Oak Park, IL 60302

CHAPIN HALL:  
Alex Cohn  
1313 E. 60<sup>th</sup> St.  
Chicago, IL 60637

With a copy to:

Robbins Schwartz  
55 W Monroe St. Suite 800  
Chicago, IL 60603-5144

6. Notices. In the event notice is to be given by any Party to the other Parties, such notice shall be given in writing and shall be sent by e-mail and regular U.S. mail to the other Parties as shown below, or as any Party may otherwise direct in writing to the other Parties from time to time:

DISTRICT:  
Superintendent  
260 Madison St.  
Oak Park, IL 60302

COLLABORATION:  
Executive Director  
Oak Park Village Hall  
123 Madison St.  
Room 209  
Oak Park, IL 60302

CHAPIN HALL:  
Robert Goerge  
1313 E. 60<sup>th</sup> St.  
Chicago, IL 60637

With a copy to:

Robbins Schwartz  
55 W Monroe St. Suite 800  
Chicago, IL 60603-5144

7. **Term of Agreement.** This Agreement shall be effective from July 17, 2018 through June 30, 2023 unless terminated on 30 days' advance written notice by any Party.

8. **Amendment of Agreement.** This Agreement may be amended only by means of a writing signed by each Party's authorized representative, and referring specifically to this Agreement.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois. Should any dispute concerning the terms of this Agreement arise between the Parties which requires litigation through a court system, the Parties agree that all litigation shall be resolved through the Circuit Court of Cook County, State of Illinois.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties respecting the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any Party except to the extent incorporated in this Agreement.

11. **Severability.** Should any clause or paragraph of this Agreement be deemed unenforceable, void, or unconstitutional, it is the intent of the Parties that the remaining clauses of this Agreement shall survive and be deemed enforceable despite such occurrence.

**WHEREFORE**, the Parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_, 2018.

OAK PARK ELEMENTARY SCHOOL DISTRICT NO. 97

By: \_\_\_\_\_  
President, Board of Education

COLLABORATION FOR EARLY CHILDHOOD CARE AND EDUCATION

By: \_\_\_\_\_  
Executive Director

CHAPIN HALL CENTER FOR CHILDREN

By: \_\_\_\_\_  
Executive Director