# Robbins Schwartz

# Memo

# Attorney-Client Privileged Communication

To:

Board of Education, Oak Park Elementary School District No. 97

From:

Caroline Roselli & Michelle Weber

Date:

December 14, 2017

Re<sup>.</sup>

Overview of Erikson MOU

### Purpose:

The purpose of the Memorandum of Understanding ("MOU") between Erikson Institute, Oak Park Elementary School District No. 97 ("District 97") and the Collaboration for Early Childhood is to memorialize an agreement by which the three parties will share data as part of a pilot research study, utilizing Erikson's Early Development Instrument ("EDI").

## **Legal Authority:**

The Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA") both contain an exception to the general confidentiality requirements and allow a school district the authority to disclose personally identifiable information of students to organizations conducting studies for, or on behalf of, the school district. Here, Erikson is conducting a study of Oak Park's kindergarten students in order to help both District 97 and the community of Oak Park improve resources for its early childhood students and their families. Although the initial draft of Erikson's agreement did not reference FERPA or ISSRA, we incorporated citations to these regulations to indicate that District 97 is exercising its right under these provisions to share data with an outside entity.

#### **Data Sharing:**

This study will require kindergarten teachers to complete the EDI questionnaires for participating students. Teachers will answer questions about each participating student, which address five key areas of student development. The questionnaires will be submitted through Erikson's electronic portal and will initially contain personally identifiable information of District 97 students.

When we revised the MOU, we incorporated a "data destruction" provision which mandates that Erikson delete any data files containing personally identifiable information once that information is no longer needed for purposes of the research study. The Parties will create a data destruction schedule detailing deadlines by which Erikson will delete personally identifiable information that is no longer necessary. The MOU has an absolute deadline of December 31, 2018, by which point Erikson will destroy any and all data files which contain personally identifiable information.

### Third Party Disclosures:

# Robbins Schwartz

We understand that the Early Childhood Collaborative has an existing partnership with Chapin Hall and hopes to share some of the EDI data with them. In our proposed revisions, we incorporated an additional provision which would allow this type of data sharing, and Erikson has agreed to allow this. However, the way the contract currently reads, any data will be deidentified before Erikson shares it with District 97 or the Collaborative. The Early Childhood Collaborative is concerned that de-identified data will not be as useful to Chapin Hall. Because District 97's primary consideration here is successfully executing the EDI and obtaining school and community data reports as a result, we would recommend you accept Erikson's proposal to provide only de-identified data.

Additionally, the purpose of FERPA and ISSRA's data sharing exceptions is to allow districts to work with outside entities to inform their practices and improve instruction. The purpose is not to provide information on any individual student. If Erikson provides data files to the District that contain personally identifiable student information, the files would likely be considered student records. As student records, the data files would be subject to specific protections under FERPA and ISSRA, which carry additional legal considerations for District 97 and which parents can request and obtain.

This MOU allows for District 97 to receive the benefits of Erikson's research and findings through the EDI Pilot, and with the revisions to the MOU discussed herein, we believe you will be able to avoid any legal complications associated with the sharing of student record and directory information.

#### **Teacher Incentives:**

According to the MOU, the District will be working with the District 97 Teacher's Union to determine teacher incentives for those who participate in the EDI. We recommend that you contact us prior to bargaining the teacher incentives, as there could be potential TRS implications at stake. Our attorneys can assist you in avoiding any issues or TRS penalties resulting from teacher incentives.

## ILLINOIS EARLY DEVELOPMENT INSTRUMENT PILOT AGREEMENT

This Agreement (the "Agreement") is entered into as of December 1, 2017 (the "Effective Date") by and between the Erikson Institute ("Erikson"), The Collaboration for Early Childhood ("Agency Lead") and Oak Park District 97 ("School District"). Erikson, Agency Lead and School District shall be hereinafter referred to individually as a "Party," and collectively as "Parties." Agency Lead and School District shall be hereinafter referred to collectively as "EDI Recipients."

#### **RECITALS**

Whereas, Erikson is a graduate school located at 451 N. LaSalle Street, Chicago, Illinois 60654.

Whereas, The Collaboration for Early Childhood is a community collaboration located at 123 Madison Street, Suite 209, Oak Park, IL 60302.

Whereas, Oak Park District 97 is a school district located at 260 Madison Street, Oak Park, Illinois 60302

Whereas, Erikson has obtained the rights to use the Early Development Instrument, a teacher-completed, observational survey in the form of a checklist on children's development that, when analyzed and aggregated, produces a community level measure of young children's development and well-being ("EDI").

Whereas, Erikson will conduct the EDI in Illinois as a pilot program ("IL EDI") for schools included in the application submitted by the Agency Lead and are accepted by Erikson for participation in IL EDI and agree to the terms of this Agreement;

Whereas, the Agency Lead has submitted an application to participate in the IL EDI, and that application has been reviewed and accepted by Erikson;

Whereas, the Parties desire to enter into this Agreement specifying the roles and responsibilities for participating in the IL EDI.

Whereas, the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations (20 U.S.C. §1232g; 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 the student's education records upon the parent's prior written consent; and

Whereas, according to FERPA, PII includes, but is not limited to, (a) a student's name (b) the name of a student's parent or family member (c) the name of the student's parent or other family members (c) the address of the student or student's family; (d) A personal identifier, such as the social security number, a student number or biometric record; (e) Other indirect identifiers, such as the student's date of birth, place of birth and mother's maiden name; (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; (see 20 U.S.C. §1232g, 34 CFR §99.3); and

Whereas, the Illinois School Student Records Act ("ISSRA") and its implementing regulations (105 ILCS 10/1 et seq.; 23 Ill.Admin Code Part 375) protect the privacy of students' school student records and afford 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 for, among other purposes, improving instruction (see 20 U.S.C. §1232g(b)(1)(F); 34 C.F.R. §99.31(a)(6)); and

Whereas ISSRA contains an exception allowing release of school student records and information without parental consent to any person for the purpose of research, statistical reporting, or planning, provided that such research, statistical reporting is permissible and undertaken in accordance with FERPA (see 105 ILCS 10/6(a)(4));

Whereas, the Parties are entering into this Agreement to share data for purposes of improving instruction and enhancing educational opportunities for the communities they serve;

**NOW, THEREFORE,** and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree as follows:

#### **AGREEMENT**

1. **EDI.** The Parties will work together to implement the IL EDI in the Project Area, defined on the EDI Schedule attached at Exhibit A (the "Schedule"), subject to the terms of this Agreement.

The IL EDI will be comprised of the following phases: (a) Preparation; (b) Training; (c) Data Collection; (d) Data Analysis; (e) Delivery; and (f) Post, each of which are defined on the Schedule.

- (a) During Preparation phase, (i) the Agency Lead and the School District will work with the applicable union to design the incentives provided to teachers in exchange for the teachers' production of data responsive to IL EDI; and (ii) the School District will prepare a roster of eligible students ("Roster").
- (b) During the Training phase, Erikson will provide training to the teachers taking part in the IL EDI on the dates set forth on the EDI Schedule.
- (c) During Data Collection phase, the teachers will complete the EDI questionnaires for each of the eligible students and enter the answers into the Erikson EDI portal.
- (d) During Data Analysis, Erikson will analyze the questionnaire responses submitted by teachers and will report on the development and well-being of the Project Area's participating children (the "EDI Community Profile"), will report on school-based findings (the "EDI School Reports") in accordance with 3.6 and 3.7 of this agreement, and will compile de-identified data and information based on teachers' responses to the EDI Questionnaires ("EDI Data").
- (e) During Delivery phase, Erikson will deliver the EDI Community Profile to the Agency Lead, and Agency Lead will distribute it to the community. Erikson will deliver the EDI School Reports to the School District.
- (f) During Post phase, Erikson retains the unscored, raw data collected with the EDI Questionnaires and the EDI Recipients may use the EDI Community Profile, EDI School Reports and the EDI Data as permitted under the terms of this Agreement.
- (g) The Parties reserve the right to make changes or updates to the schedule, as long as reasonable notice is given to all Parties.
- (h) Data destruction: The Parties shall periodically confer with each other and review whether Data received pursuant to this Agreement continues to be needed. At such review, the Parties shall prepare a data destruction schedule with deadlines by which Erikson will agree to properly destroy any data containing PII by deleting unnecessary data files. After the data is destroyed, in accordance with the agreed schedule, Erikson shall record the fact and date of destruction by noting it on the appropriate data destruction schedule. Erikson will notify the School District upon completion of the data destruction. Any data containing PII will be destroyed by Erikson no later than December 31, 2018.

## 2. Responsibilities of EDI Recipients.

- 2.1 The EDI Recipients will comply with the requirements of ethical conduct for research subjects as outlined in Erikson's approved application for the IL EDI by Erikson Institute's Institutional Review Board for the Protection of Human Subjects (the "IRB").
- 2.2 The EDI Recipients acknowledge and agree that the Offord Centre for Child Studies ("OCCS") at McMaster University ("McMaster ") is the owner of the EDI and the use of EDI is made under the license OCCS has provided to Erikson Institute (the "License Agreement"). Accordingly, it is a material inducement to

Erikson's entering into this Agreement that the EDI Recipients agree, and the same do hereby agree, to the licensing conditions between Erikson Institute and OCCS at McMaster as outlined below:

- (a) The EDI Recipients will properly acknowledge OCCS and the original authors of the EDI in any reproduction of the EDI or materials relating to or referencing the EDI.
- (b) The EDI Recipients acknowledge and agree that, if for any reason the License Agreement and all rights thereunder between OCCS and Erikson is terminated, then this Agreement and all rights hereunder will also be terminated.
- (c) The EDI Recipients will not reproduce, modify, publish, distribute or otherwise deal with the EDI Questionnaire beyond the scope of the project for which it is licensed or beyond the rights granted under this Agreement.
- (d) The EDI Recipients will be responsible for, and to ensure, compliance with privacy laws and all other applicable laws and regulations.
- (e) The EDI Recipients will conduct and complete the Data Collection phase during the dates set forth on the Schedule.
- (f) The EDI Recipients will ensure that all participating teachers attend at least one training session provided by Erikson during the Training phase.
- 3. Privacy. The Parties acknowledge and agree that protecting the privacy of the people including the students involved in the EDI is the highest priority. All data shared by the Parties under this Agreement is confidential and shall be protected from unauthorized use or disclosure under this Agreement, regardless of whether any data element might be considered "directory" information under FERPA, ISSRA, or the School District's policies. The Parties agree to comply with all applicable laws and regulations with respect to privacy and data security, including, but not limited to: FERPA, ISSRA, and their implementing regulations. Accordingly, the Parties agree that:
  - 3.1 EDI Data will be de-identified: stripped of the identifying information in the EDI (student ID, date of birth and home address) but must include child's age, gender and geographic identifier (no smaller than a census block group). The OCCS at McMaster maintains the international EDI repository for analysis and research involving only high levels of aggregation.
  - 3.2 Erikson will produce and deliver information, data files and reports, including the EDI Community Profile and School Reports that have been de-identified. Data will not be reported at the individual child, class or teacher level. No EDI Data will include student's names or become part of the child's student record. Although Erikson may analyze student-level data, Erikson will only report aggregated results.
  - 3.3 If any individual student data is linked with other data sources, any analysis conducted will be done in a secure and confidential manner that ensures that the identities of individual respondents and students are protected.
  - 3.4 The Parties will not, and will not permit any person to, interpret, reverse engineer or use the EDI Community Profile, School Reports, or EDI Data to derive the identity of an individual student, or to diagnose or treat any person, or to determine eligibility for special education services and support for any identified student.
  - 3.5 The Parties agree that individually labeled data may only be used for research purposes if the user has obtained appropriate research ethics approval.
  - 3.6 To ensure the privacy of all participating students, school data will only be reported in schools with more than one participating class. School level information will be provided exclusively to designated school administrators. If neighborhood level or school level reports are produced, only neighborhoods or schools with at least 10 EDI records (i.e. 10 students) will be reported. Those with less than 10 will be suppressed.
  - 3.7 The EDI School Reports will be provided to the School District. The School District may provide, at its discretion, all or portions of the EDI School Reports to the schools.
  - 3.8 Each EDI Recipient may request subsets of the EDI Data which include de-identified individual level data for students in its school district, school, geographic region or other group ("Localized Data Files"), subject to the following conditions:

- (a) Erikson will honor such request only if it determines that such EDI Recipient has demonstrated the capability and capacity to keep the EDI Data confidential and secure in accordance with applicable privacy laws and this Agreement.
- (b) Upon receipt of Localized Data Files, the EDI Recipient will adhere to all conditions of use outlined in this Agreement.
- (c) The EDI Recipient may permit only designated staff internal to its organization to use the Localized Data Files and only to create a local community profile of the EDI results using templates provided by Erikson or further customized data analyses to assess relationships between data variables.
- (d) The EDI Recipient will only provide reports of Localized Data Files at a group level.
- (e) The EDI Recipients may share EDI Data with third parties, including a researcher or contracted data partner ("Third Party"), , requiring this Third Party to adhere to confidentiality requirements and prohibitions from third party disclosures, provided the data sharing does not violate any other terms of this Agreement. If the EDI Recipient wishes to share any student level data from its Localized Data Files with any other Third Party, it must first obtain from the Third Party:
  - (i) A signed non-disclosure EDI Agreement (template provided by Erikson Institute) that is consistent with all the conditions of this EDI Agreement.
  - (ii) A description of the specific research project.
  - (iii) A justifiable rationale for why the individual level data is needed (instead of aggregated data).
  - (iv) A description of the data use AND security procedures; and
  - (v) Proof that ethics approval from a qualified authority has been received in cases where the data will be used for research.
  - (vi) EDI Recipient shall provide notification to Erikson within 10 days of such sharing of child level data and make the Third-Party EDI Agreement available upon request.
- (f) The Parties agree to and will maintain the confidentiality of any Personally Identifiable Information for so long as it has such information or access to it.
- (g) EDI Recipients will notify Erikson as soon as possible in the event of an unauthorized use or accessing of Personal Information by EDI Recipients employees or any third party. Erikson and/or the Agency Lead will notify the School District in the event of an unauthorized use or accessing of personally identifiable information by any unauthorized party and will immediately take necessary steps to remedy the unauthorized disclosure.
- 3.9 Each EDI Recipient acknowledges and agrees that, in addition to any other remedies under this Agreement or under law, Erikson Institute will be entitled to injunctive relief to remedy any violations of Section 2 'Responsibilities of EDI Recipients' or Section 3 'Privacy'.
- 3.10 The School District will be entitled to injunctive relief, in addition to any other remedies under this Agreement or under law, to remedy any violations by any Party of Section 3 of this Agreement.
- **4. Responsibilities of Agency Lead.** In addition to the Responsibilities of EDI Recipients referenced above, the Agency Lead agrees to carry out the following responsibilities and obligations:
  - 4.1 During the Preparation phase the Agency Lead will:
    - (a) coordinate and collaborate with school district to identify the Training and Data Collection phases and to memorialize those phases on the EDI Schedule as necessary.
    - (b) provide the School District with letters to be distributed to parents of students in participating classrooms to provide parents with an opportunity to opt out of the EDI.
    - (c) select target neighborhoods for EDI implementation and work with participating school district to recruit schools and teachers serving those neighborhoods.
    - (d) identify, recruit and designate one or more local stakeholder groups to plan and guide the community response, as well as a strategic plan to respond to the needs identified in the EDI.

- **4.2 During the Data Collection phase**, the Agency Lead will provide schools, teachers, and the school district with the advice and consultation of Erikson Institute, technical assistance, to facilitate the collection of EDI Data.
- 4.3 During Delivery phase, the Agency Lead will:
  - (a) present the EDI Community Profile Report to the School District.
  - (b) disseminate the EDI Community Profile Report and any localized EDI findings and GIS (Geographic Information System) maps to the community and identified stakeholders.
  - (c) organize community discussions to present and address the EDI findings.
  - (d) recruit additional or substitute stakeholders to address EDI findings.
- **5. Responsibilities of School District**. In addition to the Responsibilities of EDI Recipients referenced above, the School District agrees to carry out the follow responsibilities and obligations:
  - 5.1 **During Preparation phase**, the School District will:
    - (a) appoint an individual employee of the School District to serve as the main point of contact to work with the Agency Lead.
    - (b) obtain the school board's approval to implement IL EDI in the district.
    - (c) recruit schools and teachers in the Project Area for participation in the IL EDI.
    - (d) upload the district's teacher-student Roster to Erikson Institute (template and technical assistance provided) using a secure file transfer protocol via the Erikson web portal.
    - (e) provide requested demographic data for each participating student using a secure file transfer protocol via the Erikson web portal.
    - (f) provide access to a class list for each teacher consisting of a unique ID for each kindergarten student that will be participating using a secure file transfer protocol via the Erikson web portal.
    - (g) work with principals to distribute parent letters to parents of students that are in participating kindergarten classrooms to enable parents to opt out of the IL EDI.
  - 5.2 **During Training phase**, the School District will:
    - (a) ensure teachers attend at least one of the IL EDI training sessions.
    - (b) make sure teachers are aware of the requirement to accept the electronic agreement which appears in an introductory pop-up in Erikson's EDI software portal.
    - (c) help coordinate and assist with EDI teacher training.
  - 5.3 During Data Collection phase, the School District will:
    - (a) help monitor and ensure teacher EDI completion.
    - (b) ensure teachers complete an EDI checklist online for each student in the classrooms using the webbased data entry software via the Erikson web portal.
    - (c) ensure teachers complete one evaluation form online at the end of data collection process.
    - (d) provide necessary information to confirm completion of all EDI surveys.
    - (e) manage and coordinate teacher compensation and incentive distribution to the participating teachers in consultation with the union.
  - 5.4 **During the Post Phase** the School District will retain the perpetual right to possess, use, analyze, copy and publish all EDI data and other reports and analysis containing or referencing the foregoing, other than any data which includes personally identifiable information.
  - 5.5 During all phases, the School District will:
    - (a) Ensure students whose parents/guardians have opted out of the IL EDI do not participate.
    - (b) Ensure compliance with all obligations related to maintaining the privacy of the participating students as prescribed in this Agreement.

- 6. Responsibilities of Erikson Institute. agrees to carry out the follow responsibilities and obligations:
  - 6.1 During Preparation phase, Erikson Institute will:
    - (a) provide consultation and technical support to appointed contacts from the Agency Lead and School District
    - (b) check for completeness the demographic data provided by the School District
    - (c) ensure that students whose parents/guardians have opted out of the IL EDI are not included in Erikson's EDI software portal
  - 6.2 During Training phase, Erikson Institute will:
    - (a) provide consultation and technical support to appointed contacts from the Agency Lead and School District
    - (b) provide training to the teachers taking part in the IL EDI on the dates set forth on the EDI Schedule.
    - (c) ensure that teachers are aware of the requirement to accept the electronic agreement which appears in an introductory pop-up in Erikson's EDI software portal.
  - 6.3 **During Data Collection phase**, Erikson Institute will provide consultation and technical support to appointed contacts from the Agency Lead and School District
  - 6.4 During Data Analysis phase, Erikson Institute will:
    - (a) create the Localized Data Files
    - (b) analyze the questionnaire responses
    - (c) prepare the EDI Data for delivery
    - (d) produce the EDI Community Profile and EDI School Reports
  - 6.5 **During Delivery phase**, Erikson Institute will:
    - (a) deliver EDI Data, the EDI Community Profile to the Agency Lead and the School Reports to the School District
    - (b) provide consultation and technical support to appointed contacts from the Agency Lead and School District
  - 6.6 **During the Post phase**, Erikson Institute will:
    - (a) maintain all EDI data files in its possession under lock and key and password-protection
    - (b) provide to the requesting EDI Recipient, subject to the conditions and terms of this Agreement, the relevant EDI Data for their internal use and analysis free of any additional charges
    - (c) Erikson Institute will not share the EDI Data with any other party, except the EDI Recipients, the OCCS, or as set forth in this Agreement, without the prior approval of the Erikson Institute IRB and the School District.
    - (d) Erikson Institute will retain a perpetual right and license to possess, use, copy, analyze, publish and aggregate all EDI Data, all EDI Assessments and all other reports and analysis containing or referencing the foregoing, and to provide the same to the OCCS at McMaster, other than any data which includes personal information or renders such data personally identifiable. Erikson anticipates that it will provide all such data to OCCS at McMaster by October 31 of each collection year. In addition, Erikson Institute reserves the right to, and may, share EDI Data or Localized Data Files with the University of California Los Angeles Center for Healthier Children, Families & Communities or other successor or related organization in the same state as discussed in this paragraph
- 7. Indemnification. Each party agrees to indemnify, defend and hold harmless any other Party to this Agreement. This includes their respective directors, board members, officers, employees, agents and affiliates from and against any liability, loss, costs, damages or expenses of any kind (including, but not limited to, reasonable legal, expert and consultant fees) causes of action, actions, claims, demands, lawsuits or other proceedings in proportion and to the extent that the forgoing claims arise directly or indirectly from any use of EDI Data or the EDI Assessment or from participation in the EDI.

- Compliance with Laws. The Parties shall comply with all laws, regulations, rules, ordinances, orders and decrees
  (collectively, "Laws") which are applicable to the EDI Data or the EDI Assessment or from participation in the
  EDI.
- 9. Governing Law. This Agreement shall be construed in accordance with the domestic laws of the state of Illinois, excluding its principles of conflicts of laws. The parties hereto agree that proper venue any for any action related to this Agreement shall be in the state or federal courts in Cook County, IL and the parties hereby irrevocably consent to the exclusive jurisdiction of said courts.
- 10. Good Faith and Dispute Resolution. The Parties agree to use their best, good faith efforts, to promote mutually beneficial participation in the EDI. In the event of a dispute arising under this Agreement which cannot be resolved informally by the Parties respective representatives, the Parties agree to first engage in mediation in an attempt to resolve the dispute, in lieu of litigation.
- 11. Assignment or Amendment. This Agreement is not assignable by any parties. No alteration, modification, amendment, or other change of this Agreement shall be binding on the parties unless in writing, approved and executed by an authorized representative of Erikson.
- 12. Invalidity. The terms of this Agreement shall be severable so that if any term, clause, or provision hereof shall be deemed invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining terms, clauses, and provisions hereof, the parties intending that if any such term, clause, or provision were held to be invalid prior to the execution hereof, they would have executed an agreement containing all the remaining terms, clauses and provisions of this Agreement.
- **13.** Limited Waiver of Breach. The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of any subsequent breach.
- **14. Entire Agreement.** This Agreement shall constitute the entire agreement between the parties hereto and replaces and supersedes all prior agreements, written and oral, relating to the subject matter hereof, between the parties to this Agreement.
- 15. Notices. Unless otherwise specified herein, all notices, requests or other communications under or in connection with this Agreement to or upon the Parties will be made to such addresses and to the persons designated in the Recitals to this Agreement, or such other people and addresses as provided in writing by any of the Parties from time to time, and will be deemed to have been given hereunder only as follows: (a) if delivered by overnight commercial delivery service, upon receipt as evidenced by the records of such service; (b) if sent by certified or registered mail, seven (7) calendar days after posting it; and (c) if sent by email, once the receiving Party confirms its receipt by reply or other written communication.
- **16. Insurance**: Each party shall carry and and maintain broad form commercial general liability insurance at a minimum of \$1 million per occurrence and \$2 million in the aggregate.
- 17. Effective Date: This Agreement is effective January 1, 2018 and will terminate on December 31, 2021. This Agreement may be extended by an additional 2 years by mutual agreement of the Parties.
- **18. Termination**: Any Party to this Agreement may terminate the Agreement by providing the other parties with at least 30 days' notice.
- **19. Effective of Termination**: If any party terminates participation in the agreement, Erickson agrees to delete any data files containing PII of the students within 30 days of the receipt of the termination of this Agreement.

Signature by each party represents the party has conditions stated within this Agreement.	s read, understands and agrees to comply with the terms and
Dated:	Erikson Institute
	Name: Title:
Dated:	Agency Lead
	Name: Title: Agency: Collaboration for Early Childhood
Dated:	School District
	Name: Title: School District: Oak Park District 97

#### **PROJECT AREA**

"Project Area" includes the Village of Oak Park

#### **PHASES**

Phase	Dates
"Preparation"	December 2017
"Training"	January 2018
"Data Collection"	January 2018
"Data Analysis"	February-April 2018
"Delivery"	May 2018
"Post"	December 2021

### **TEACHER INCENTIVES**

Amount	
Contribution	
Payment Date	

<sup>&</sup>lt;sup>1</sup> EDI data collection and the Data Collection phase will commence and be completed no sooner than three (3) months and no later than eight (8) months after the beginning of a collection site's school year. For example, if school starts on September 15<sup>th</sup> then the earliest that data can be collected is December 15<sup>th</sup> and the latest that it can be collected is May 15th. If data is collected before or after the Collection Period, it will be noted as pilot data and will not be comparable to other country-based norms.