

**INTERGOVERNMENTAL AGREEMENT
FOR THE SHARING OF STUDENT RECORDS AND INFORMATION
BETWEEN DISTRICT 97 AND DISTRICT 200**

This Intergovernmental Agreement (“Agreement”) is made and entered into on the date set forth below, by and between the Board of Education of Oak Park Elementary School District No. 97, an elementary school district in Cook County, Illinois (“District 97”) and the Board of Education of Oak Park and River Forest High School District 200, a high school district in Cook County, Illinois (“District 200”) (each a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Parties are authorized to enter into intergovernmental agreements for cooperative projects and to use agreements in any manner not prohibited by law or by ordinance, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*), and the *Illinois School Code* (105 ILCS 5/1-1 *et seq.*); and

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 primary and secondary students’ education records, and afford to parents or to students who are 18 years of age or older (“eligible students”) certain rights, including the right to condition certain disclosures of personally identifiable information from a student’s education records upon the parent’s or eligible student’s prior written consent; 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 primary and secondary students’ school student records and afford to parents or eligible students certain rights, including the right to condition certain disclosures of a student’s school student records or information therefrom upon the parent’s or eligible student’s prior written consent; and

WHEREAS, FERPA contains an exception allowing the release of personally identifiable student information without consent to officials of another school or school district where the student seeks or intends to enroll, or where the student is already enrolled, for purposes related to the student’s enrollment or transfer; and

WHEREAS, FERPA contains an exception allowing the release of personally identifiable student information without parental consent to organizations conducting studies for, on behalf of, school districts for the purpose of developing, validating, or administering predictive tests... and improving instruction; and

WHEREAS, Section 6(a)(13) of ISSRA contains an exception allowing the sharing of school student records and information contained therein between an elementary school district and a high school district that have attendance boundaries that overlap, pursuant to an intergovernmental agreement that allows the sharing of student records and information between the two districts; and

WHEREAS, ISSRA also contains an exception allowing the release of personally identifiable student information without parental 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;

WHEREAS, District 97 and District 200 desire to share student records and information concerning students who have enrolled in both school districts, or who would be enrolled in both districts based on district attendance boundaries and whose parent(s) or guardian(s) have expressed that they intend to enroll in District 200, for the purpose of facilitating such students' transfer to and success in high school; and

WHEREAS, the Parties also desire to collaborate to jointly conduct an educational study ("Study"), the purpose of which is to improve instruction by: better understanding elementary students' preparedness for high school; improving alignment of course content between District 200 and District 97; analyzing the success of academic interventions and support services employed by District 97 on students' academic outcomes in high school; and analyzing the correlation between assessments and academic achievement at all levels of students' K-12 education; and

WHEREFORE, the scope of the Study includes the collection, exchange and analysis of student-specific data and information related to: courses taken and course grades; grade point averages; standardized assessment and benchmarking scores; retention and graduation; and utilization of academic and other support services.

WHEREAS, the Parties have determined that shared data results in improved instruction to the benefit of their constituencies and their students and enhances educational opportunities for the communities they serve; and

WHEREAS, District 97 and District 200 have determined that it is in their respective best interests and that of their constituencies to enter into this Agreement.

NOW THEREFORE, District 97 and District 200 hereby agree as follows:

1. SHARING OF STUDENT RECORDS AND INFORMATION:

- a. As provided in this Agreement, District 97 and District 200 will share student records and information ("Student Data") regarding students who have enrolled in both District 97 and District 200, or who would be enrolled in both districts based on district attendance boundaries and whose parent(s) or guardian(s) have expressed in writing that they intend to enroll in District 200, pursuant to the procedures in Section 2.
- b. The sharing of Student Data pursuant to this Agreement is voluntary and at the discretion of District 97 and District 200.
- c. The sharing of Student Data pursuant to this Agreement shall not exceed the scope of information that is shared among the schools in a unit district and may include all

permanent and temporary student record information as defined in ISSRA and its implementing regulations.

2. **PROCEDURES FOR OBTAINING PARENT/GUARDIAN VERIFICATION OF STUDENT INTENT TO ENROLL IN DISTRICT 200:** District 97 will develop procedures whereby, during student registration, the parent(s)/guardian(s) of each student whose data may be shared will be asked to verify whether their child intends to enroll in District 200. District 97 will maintain an electronic record of each student verification obtained for the duration of the school year, to be provided to District 200 upon request.
3. **TERM AND TERMINATION:** This Agreement will be in effect beginning on the next business day immediately following the Parties' execution of the Agreement and will remain in effect unless terminated by either Party upon ninety (90) days' prior written notice to the other Party.
4. **COMPLIANCE:** In carrying out their respective activities and obligations under this Agreement, District 97 and District 200 each will comply with all applicable laws, regulations, and rules pertaining to the confidentiality of education records and/or school student records and the information contained therein.
5. **PROCEDURES FOR PROTECTING DATA.** The Parties shall limit access to Student Data to those employees who reasonably need access to the Student Data in order to perform their responsibilities under the Agreement. The Parties shall take steps to ensure that they, and their respective employees, maintain the confidentiality of Student Data at all stages of the Study by using appropriate disclosure avoidance techniques. The Parties agree to report any breach of these confidentiality provisions, including the information that was compromised, to the other's Data Custodian within one business day of becoming aware of the confidentiality breach. The Parties shall hold each other harmless and indemnify each other from any and all claims brought against one another related to, connect with, or resulting from a confidentiality breach.
6. **DATA ANALYSIS AND REPORTING:** Each Party will use the Student Data disclosed to it by the other Party only to conduct the Study undertaken pursuant to this Agreement, and/or for purposes of facilitating students' transfer to or enrollment in District 200, in accordance with the purposes described in the Preamble Recitals. In publishing any results of research, analysis and evaluation which includes Student Data, such Student Data may be reported only in a way that does not permit the personal identification of an individual parent or student, either directly (through the use of personally identifiable information) or through interference (combined use of several characteristics that would allow an unauthorized person to identify an individual) by anyone other than representatives of the Parties with legitimate educational interests.
7. **MAINTENANCE AND DESTRUCTION OF EDUCATION RECORDS AND/OR STUDENT RECORDS:** All education records and/or school student records and the information contained therein disclosed by District 97 shall remain the property of District 97 and shall be subject to applicable federal and State laws regarding the maintenance and destruction of education records and/or school student records. All education records and/or school

student records disclosed by District 200 shall remain the property of District 200 and shall be subject to applicable federal and State laws regarding the maintenance and destruction of education records and/or student records.

8. **DATA DESTRUCTION:** The Parties shall periodically confer with each other and review whether Student Data received pursuant to this Agreement continues to be needed for the Study and/or for purposes of facilitating students' transfer to or enrollment in District 200. At each such review, the Parties shall prepare a memorandum ("Data Destruction Schedule") identifying Student Data, the retention of which is no longer required for purposes of the Study and/or for purposes of facilitating students' transfer to or enrollment in District 200, and scheduling the destruction of such Student Data. Thereafter, to the extent permitted by law, the Parties shall destroy such Student Data in accordance with the agreed schedule, by deleting all electronic datasets related to the Study from their servers, and shall record the fact and date of destruction of the Student Data by noting it on the appropriate data destruction schedule. The Parties will notify each other's Data Custodian upon data destruction.

The Parties agree that all Student Data received pursuant to this Agreement will be destroyed by the receiving Party in the manner described above, no later than one (1) year of the date that the Agreement is terminated; provided, however, that the final date for destruction may be extended, if necessary, to a later date by written amendment to this Agreement as provided in Section 9(c), below. This provision shall not apply to Student Data which is required to be maintained by a Party pursuant to ISSRA or other applicable law.

9. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and sent via certified mail, with return receipt requested and postage prepaid, or delivery by overnight delivery services, addressed as follows:

If to District 97:

Dr. Felicia Starks Turner
Associate Superintendent
260 Madison Street
Oak Park, IL. 60302

If to District 200:

Ms. Kristen McKee
Coordinator of Learning Analytics & Supports
201 Scoville Avenue
Oak Park, IL 60302

Either party may change such addresses by providing notice as set forth above.

10. **DATA CUSTODIANS:** The Parties designate the following individuals as their respective contact persons and primary Data Custodians responsible for managing data relative to this Agreement.

District 97:

Dr. Felicia Starks Turner
Associate Superintendent
260 Madison Street
Oak Park, IL. 60302

District 200:

Ms. Kristen McKee
Coordinator of Learning Analytics & Supports
201 Scoville Avenue
Oak Park, IL. 60302

11. **COMPLETE UNDERSTANDING:** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties related to the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.
12. **SEVERABILITY:** If any provision of this Agreement is determined by an arbitrator or court of law to be invalid or unenforceable, that provision shall be deemed severed and the remainder of the Agreement shall remain in full force and effect.
13. **INDEMNIFICATION:** It is understood and agreed that neither Party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other Party, unless such liability is imposed by law, and this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties. In addition to the foregoing, the Parties will hold each other harmless for any error or omission in analysis, interpretation or judgment based upon shared Data.
14. **GOVERNING LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
15. **AMENDMENTS:** No change or modification to this Agreement shall be valid unless it is in writing and signed by the parties' authorized representatives.
16. **EXECUTION:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.

IN WITNESS WHEREOF, the Board of Education of Oak Park Elementary School District 97 and the Board of Education of Oak Park-River Forest School District 200, by their duly authorized representatives, have signed and executed this Agreement on the dates indicated below.

**BOARD OF EDUCATION OF OAK PARK
ELEMENTARY SCHOOL DISTRICT 97**

By: _____
President

Date: _____

Attest: _____
Executive Assistant

Date: _____

BOARD OF EDUCATION OF OAK PARK-RIVER
FOREST SCHOOL DISTRICT 200

By: _____
President

Date: _____

Attest: _____
Executive Assistant

Date: _____