

TOWNSHIP HIGH SCHOOL DISTRICT 214 AND PROSPECT HEIGHTS SCHOOL DISTRICT 23 INTERGOVERNMENTAL AGREEMENT FOR DATA SHARING AND ANALYSIS

This agreement (the "Agreement") for the sharing of information for purposes of improving instruction is made by and between the Board of Education of Township High School District 214, Cook County, Illinois ("District 214") and the Board of Education of Prospect Heights School District 23, Cook County, Illinois ("District 23") (together referred to as the "Parties").

PREAMBLE RECITALS

WHEREAS, the Parties are authorized to enter into this Intergovernmental Agreement under the authority conferred by Article 7, § 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/3 et seq.; and

WHEREAS, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and implementing regulations, 34 C.F.R. Part 99, protect the privacy of primary and secondary students' education records and afford to parents/guardians of students who attend an educational institution ("eligible students"), or to the eligible student if over 18 years of age, certain rights including the right to condition certain disclosures of personally identifiable information from a student's education records ("PII") upon the parent/guardian's or student's prior written consent; and

WHEREAS, the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/1 et seq., and implementing regulations, 23 Ill. Admin Code Part 375, protect the privacy of primary and secondary students' school student records and afford to parents/guardians of students who attend an educational institution ("eligible students"), or to the eligible student if over 18 years of age, certain rights including the right to condition certain disclosures of a student's school student records or information therefrom upon the parent/guardian's or students' prior written consent; and

WHEREAS, FERPA contains an exception allowing release of PII without student or parental consent to organizations conducting studies for, or on behalf of, schools, school districts, or postsecondary institutions for, among other purposes, improving instruction (see 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6)); and

WHEREAS, ISSRA contains an exception allowing release of school student records and information therefrom 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(4)); and

WHEREAS, District 214 and District 23 are organizations desiring to collaborate for the purposes of improving instruction and research, statistical reporting, and planning.

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. **Purpose.** The purposes of this data sharing and analysis program is to improve the instruction and educational outcomes in the Parties' schools, by assessing and better understanding of each Parties students' educational experiences for ensuring the continuation of appropriate learning supports for special education and english learners, and evaluating the relationship of student preparedness and student educational outcomes.
3. **Scope.** The scope of data sharing and analysis includes, but is not limited to, the collection, exchange and analysis of student-specific data related to the Parties' respective federally and state-supported programs, including data concerning: student interventions and supports, enrollment, assessment results, course placement and success, and staff evaluation of student performance, and high school course recommendations at District 23 in preparation for high school-level coursework, along with subsequent student enrollment, interventions and supports, course placement and success, assessment results, and other academic outcomes at the Parties' schools. A specific list of current programs and data elements being in connection with the data sharing and analysis program provided by District 23 is reflected in Exhibit "A", which is attached hereto and incorporated by reference. Exhibit "B" reflects the types of data District 214 would be willing to minimally provide. Additional data may be shared when mutually agreed to by both Parties.
4. **Identification of Personally Identifiable Information and/or school student records or information to be disclosed.** The items or categories of PII and/or school student records or information which will be disclosed by District 214 and/or District 23 pursuant to this Agreement are identified in Exhibits "A" and "B", which is attached hereto and incorporated by reference. The information shared pursuant to this Agreement will be used consistent with applicable laws, including metadata that can personally identify an individual, materials, and any and all data and information that is shared pursuant to this Agreement. Data does not include de-identified data as that term is defined under FERPA and guidance from the DOE.
5. **Limitation of Use of PII and/or school student records or information.** The PII and/or school student records or information disclosed by the Parties to one another may only be used for purposes related to or addressed in this Agreement and only for purposes permitted by FERPA and ISSRA. District 214 and District 23 understand and agree that:
 - (a) the data shall be used only to carry out research, audit and evaluation activities in accordance with FERPA and ISSRA;
 - (b) Data shared will be only the minimum data necessary for the purposes described in this Agreement;
 - (c) The Student Data shared under this agreement remains the property and under the control of the sending party. The receiving party does not obtain any right, title, or interests in any of the Student Data furnished under this agreement;
 - (d) in publishing any results of the research and analysis of data, if any, the Parties will employ disclosure avoidance techniques to protect the privacy and confidentiality of the students involved so that they cannot be personally identified;
 - (e) the Parties will not knowingly redisclose PII and/or school student records or information to any persons or entities other than the Parties; and

- (f) the Parties will have in place security protocols that meet or exceed industry standards practices in the transfer and transmission of data, including that data may be only viewed or accessed by parties authorized to do so, , which the other Party may monitor or may audit upon request, to prevent such redisclosure.

6. **Destruction of PII.** District 214 and District 23 periodically shall confer and review together whether PII and/or school student records or information shared or exchanged pursuant to this Agreement continues to be needed for purposes of this Agreement. At each such 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 the Agreement, based on facts and circumstances of research activities, and scheduling such PII and/or school student records or information for destruction. Thereafter, each Party shall destroy the PII and/or school student records or information in accordance with the agreed data destruction schedule, by deleting all electronic datasets related to this Agreement from their respective servers, and shall record the fact and date of destruction of the PII and/or school student records or information by noting it on the 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 no later than 30 days after written intent to end the data sharing agreement has been sent by either party; 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 as provided in Paragraph 12 of this Agreement. Notwithstanding the above, upon written request by a party, the other party must destroy all data provided under this Agreement within thirty (30) days after a party requests destruction, or as required under applicable state or federal law, whichever comes first.
7. **Privacy protection policies and procedures.** The Parties will collaborate pursuant to this Agreement in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests. The Parties shall only allow internal access to PII and/or school student records or information to individuals with a need to know, and the Parties shall take steps to maintain the confidentiality of the PII and/or school student records or information at all times under this Agreement, including within any final report, by using appropriate disclosure avoidance techniques. In addition to the foregoing, the Parties shall each 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.
8. **Data Breach.** In the event of a data breach of, meaning the unauthorized disclosure of the Student Data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of Student Data or other unauthorized access, alteration, use or release of Student Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use, the party experiencing the breach shall notify the other party of such data breach within 72 hours after the suspicion or determination that a breach has occurred. The notifying party shall provide all information on the data breach requested by the other party, including but not limited to the nature of the breach, the Student Data that were compromised, and contact information for the person at the notifying party who will be handling the data breach investigation. The party experiencing the data breach shall reimburse the other party for all reasonable and actual costs associated with the data breach, including cost of notification to parents, any fees or fines imposed on other party, and any other response costs. If any suit or claim is brought

against the other party as a result of the data breach, the notifying party shall indemnify the other party for the costs of any such suit or claim.

- 9. 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:

JEFFREY SMITH
Township High School District 214
2121 S. Goebbert Road
Arlington Heights, IL 60005

CHRIS ALMS
Prospect Heights School District 23
700 N. Schoenbeck Rd.
Prospect Heights, IL 60070

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

JEFFREY SMITH
Township High School District 214
2121 S. Goebbert Road
Arlington Heights, IL 60005

CHRIS ALMS
Prospect Heights School District 23
700 N. Schoenbeck Rd.
Prospect Heights, IL 60070

- 11. Amendment of Agreement.** This Agreement may be amended only by means of a writing signed by the Parties' authorized representatives, and referring specifically to this Agreement.

- 12. Governing Law.** The Parties agree that this Agreement shall be governed by the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

- 13. 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 either party except to the extent incorporated in this Agreement.

- 14. Severability.** Should any clause or Paragraph of this Intergovernmental Agreement be held to be unenforceable, void, or unconstitutional, it is the intent of the Parties that all remaining clauses of this Agreement nonetheless shall survive and be deemed enforceable.

- 15. Indemnification.** It is understood and agreed that neither party to the Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, 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 any 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. Each party will indemnify the other party and its respective board members, employees, and agents for any claims by third parties arising from the negligent acts or omissions or willful misconduct of the indemnifying party or its employees or agents.

16. Term of Agreement. This Agreement shall automatically renew for additional one-year terms until terminated with 30 days' advance written notice by either Party. Paragraphs 5, 6, 7, 8, 9, 12, 13, and 14 of this Agreement shall remain in effect even after termination of this Agreement.

17. Effective Date. The Effective Date of this agreement is the last date signed by one of the Parties.

WHEREFORE, the parties hereto have caused this Agreement to be executed by their duly authorized representatives below.

Prospect Heights School District 23

Township High School District 214

By:_____

By:_____

Attest:_____

Attest:_____

EXHIBIT A
Data Provided By Sender School

Data Type	Description	Purpose	Timeline
Sender School ACCESS scores	Preliminary ACCESS scores for 7th and 8th grade	- Assist with identification of student need of EL or other support, and the type/intensity of supports needed.	May
Grade 8 student lists	Grade 8 student contact, demographics, English learner, special education, and 504 statuses, and assessment accommodations.	- Facilitate communication to incoming students about the onboarding process and administration of the PSAT 8/9.	August
Teacher course recommendations	Sender school staff provide feedback on Grade 8 student performance and recommendations for Grade 9 placement.	- Informs Grade 9 course placements and needed interventions and supports.	November
Sender school grades	Grade 7 and 8 course grades by term for all coursework.	- Informs Grade 9 course placements and needed interventions and supports.	November
Sender school assessment scores	Scores, percentiles, Lexile, for Grade 7 and 8 test dates for NWEA-MAP, Fastbridge, Renaissance Star, ASPIRE, IAR, or other relevant interim/summative assessments.	- Informs Grade 9 course placements and needed interventions and supports. - Track and analyze student growth.	November
Sender school GPA	Most recent Grade 8 term GPA	- Informs Grade 9 course placements and needed interventions and supports.	November

EXHIBIT B
Data Provided By District 214

Data Type	Description	Purpose
PSAT 8/9 assessment score results	<ul style="list-style-type: none">- List of sender school students with PSAT 8/9 score results- Aggregate reporting of PSAT 8 score results	<ul style="list-style-type: none">- Evaluate how Grade 8 students perform on the PSAT 8/9.
Grade 9 course placements	<ul style="list-style-type: none">- Course placements for each student	<ul style="list-style-type: none">- Evaluate how Grade 8 students are placed in Grade 9 coursework.
State assessment results for grades 9, 10, and 11	<ul style="list-style-type: none">- Individual and aggregate student growth on College Board suite of assessments.	<ul style="list-style-type: none">- Evaluate post-sender school assessment growth.
Academic Outcomes	<ul style="list-style-type: none">- Individual and aggregate student participation and performance on key outcomes (e.g. Advanced Placement, Dual Credit, GPA, career endorsement, postsecondary participation, workplace learning, attendance, community service).	<ul style="list-style-type: none">- Evaluate post-sender school student academic performance.