



To: Dr. Charles Johns
From: Mr. Ryan Bretag
Re: Oakton and D225 Intergovernmental Agreement for a Study of Longitudinal Data Sharing Analysis
Date: March 28, 2021

Recommendation

The administration is seeking approval of the Oakton and D225 Intergovernmental Agreement for a Study of Longitudinal Data Sharing Analysis. If our attorneys have not finalized the work as of Monday evening, the administration would ask the Board to approve Dr. Johns to sign the attorney-approved agreement.

Process Information

Our attorney (Mr. Petrarca) is working with Oakton's attorney (Ms. Bothfeld) to try to finalize the agreement.

As of Wed., March 23, Ms. Bothfeld stated she:

"..... reviewed the comments prepared by Glenbrook 225's attorney, and some of the comments may warrant a discussion to provide additional explanation/context (i.e., to explain why the agreement cites FERPA's audit/evaluation exception and why the word "college" is capitalized in some places but not others). The most efficient option might be for me to connect with Glenbrook's attorney directly to discuss these issues."

Oakton will also share the exhibits with the attorneys.

- Exhibit A: List of current programs between the College and District that will require the sharing of student PII pursuant to this agreement
- Exhibit B: List of the items/categories of student records and/or information that may be disclosed by the College and District to each other pursuant to the agreement

Background

The data-sharing agreement will allow the College and the School District to share information and the results of the research. Audit and evaluation activities will be published in a manner such that students cannot be individually identified. This data-sharing will allow us to learn more about the academic success of our shared student populations over the next three years. Oakton intends to share our research about how students who take early college courses do in their college careers via the agreements. The use of this data will be instrumental in the Board's goal to expand dual credit opportunities.

Oakton Community College District #535 and
Glenbrook Township High School District #225
INTERGOVERNMENTAL AGREEMENT FOR A STUDY OF
LONGITUDINAL DATA SHARING AND ANALYSIS

This Agreement for Longitudinal Data Sharing and Analysis (“Agreement”) is made as of March 14, 2022 by and between the Board of Trustees of Oakton Community College District No. 535, Cook County, Illinois, a body politic and corporate organized and operating under the Illinois Public Community College Act and having its principal administrative offices at 1600 E. Golf Road, Des Plaines, Illinois 60016 (“College” or “Oakton”); and the Board of Education of Glenbrook Township High School District #225, Cook County, Illinois, a body politic and corporate organized and operating pursuant to the Illinois School Code and having its principal administrative offices at 3801 W Lake Ave, Glenview, IL (“School District”) (together referred to as the “Parties”).

PREAMBLE RECITALS

WHEREAS, the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, and the U.S. Department of Education regulations at 34 C.F.R. Part 99 implementing FERPA protect the privacy of primary, secondary, and postsecondary students’ education records and afford to parents or to students who are 18 years of age or older who attend an institution of postsecondary education (“eligible students”) certain rights including the right to condition the disclosure of personally identifiable information from the student’s educational records (“PII”) upon the parent’s or eligible student’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 primary and secondary students’ school student records and afford to parents or to students who are 18 years of age or older who attend an educational institution (“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 students’ prior written consent; and

WHEREAS, FERPA contains an exception to FERPA allowing the release of PII without consent to a local educational authority’s “authorized representative” if the PII is to be used to audit or evaluate federally or State-supported education programs, or to enforce or

comply with federal legal requirements relating to those education programs (*see* 20 U.S.C. § 1232g(b)(1)(C), -(b)(3), and -(b)(5), and 34 C.F.R. § 99.31(a)(3) and 99.35); and

WHEREAS, FERPA also contains an exception allowing the release of PII without 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 the 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 College and the School District desire to collaborate on longitudinal research studies designed to collect, exchange and analyze student-specific data related to the College's and the School District's respective federally and State-supported education programs; and

WHEREAS, the purposes of this Longitudinal Data Sharing Study ("LDS Study") are to evaluate the School District's and College's respective federally and State-supported education programs, and to improve instruction and educational outcomes in the School District and College, by assessing and better understanding Glenbrook Township High School students' preparedness for college and for the high school courses they took before attending college; and

WHEREAS, the scope of the study includes the collection, exchange and analysis of student-specific data related to the Parties' respective federally and State-supported programs, including data concerning: student enrollment, placement and success in courses taken in high school in preparation for college-level courses; student enrollment, placement and success in developmental and other College courses by students who formerly attended Glenbrook Township High School; and program and course completion at the School District and/or College; and

WHEREAS, the duration of the Study is from January XX, 2022 to January XX, 2025 unless this Agreement is terminated on 180 days' advance written notice by either Party; and

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.*

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 jointly conduct LDS Study.** The School District and the College agree to jointly conduct the collaborative LDS Study described in the preamble recitals, and specifically to share data regarding the enrollment, class placements, academic performance and program/course completion of Glenbrook Township High School students who go on to attend the College and/or who participate in other federal or State supported programs jointly implemented by the School District and College.

3. **Purposes of the LDS Study.** The purposes of the LDS Study are the purposes described in the preamble recitals. The Study aims to permit administrators and faculty of the College and the School District to assess the preparedness of the School District's graduates for the College's courses, and for postsecondary education, and to determine how better to prepare the School District's students for success in pursuing a postsecondary degree.

4. **Scope of the LDS Study.** The scope of the LDS Study is described in the preamble recitals. A list of current programs being evaluated in connection with the LDS Study is reflected in Exhibit "A," which is attached hereto and incorporated by reference.

5. **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 may be disclosed by the College and the School District to one another from education records pursuant to this Agreement are identified in Exhibit "B," which is attached hereto and incorporated by reference.

6. Purpose for which PII and/or School Student Records or Information is to Be Exchanged and Used by the Parties Parties. The PII and/or school student records or information disclosed by the Parties to one another may only be used for the Study identified in this Agreement. The College and the School District understand and agree that (a) the data shall be used only to carry out research, audit and evaluation activities of the Study; (b) results of the research, audit and evaluation activities will be published in a manner such that students cannot be individually identified;; (c) the Parties will not knowingly redisclose PII and/or school student records or information to any persons or entities other than the Parties; and (d) the Parties will have in place reasonable policies and procedures, which the other Party may monitor or may audit upon request, to prevent such redisclosure.

7. Destruction of PII. The College and the School District shall periodically 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 the Study. 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 Study, 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 schedule, by deleting all electronic datasets related to the Study 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 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 no later than the earlier of the expiration of the Term of this Agreement or completion of the Study; 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 13 of this Agreement.

8. Compliance with Applicable Laws; Privacy Protection Policies and Procedures. In carrying out their respective obligations under this Agreement, each Party will comply with all applicable laws, regulations and State and federal requirements with respect to the storage, maintenance, protection, privacy, and dissemination of PII and/or school student records provided by the other Party. The Parties will employ privacy protection policies and

procedures so as to conduct the study in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interest. The Parties shall take steps to maintain the confidentiality of the PII and/or school student records or information at all stages of the Study, including within any published reports, by using appropriate disclosure avoidance techniques. The Parties shall each require those of their employees who will have access to PII and/or school student records or information pursuant to the Study and this Agreement to execute affidavits of nondisclosure confirming their individual agreement to handle the PII and/or school student records or information properly.

9. Notification of Disclosure. All PII shall be protected from unauthorized use or disclosure under this Agreement. In the event that any PII is required to be disclosed in response to a valid order of a court of competent jurisdiction or other governmental body, or in response to a request for information under the Illinois Freedom of Information Act (“FOIA”), 5 ILCS 140/1, *et seq.*, the disclosing Party shall notify the other Party and cooperate in any reasonable request to withhold such PII from disclosure. In such cases, the disclosing Party shall only disclose PII to the extent necessary and for the purposes intended. Furthermore, the disclosing Party shall comply with any applicable notice requirements, including those under FERPA and ISSRA.

10. Notification of Unauthorized Access. Each Party agrees to notify the other Party as soon as practicable after the discovery of any unauthorized use or disclosure of PII and/or school student records. To the greatest extent possible, the notification shall include information concerning: the PII and/or school student records used or disclosed without authorization; the nature of the unauthorized use or disclosure; the identity of the individual or entity to which any unauthorized disclosure was made; any mitigation efforts by the Party to remedy the unauthorized use or disclosure; and other relevant information as reasonably requested by the other Party.

11. Indemnification. The College and the School District each agree to mutually indemnify, defend, and hold harmless the other party and their respective board members, employees, and agents from all claims, causes of action, damages, and losses (collectively “Loss”) to the extent the Loss arises out of the negligent or willful acts or omissions of the indemnifying party.

12. 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:

COLLEGE:

Kelly Becker
AVP Institutional Effectiveness
and Strategic Planning
Oakton Community College
1600 E. Golf Road
Des Plaines, Illinois 60016
847-635-1973
kbecker@oakton.edu

SCHOOL DISTRICT:

Name: Ryan Bretag
Title: Director of Innovation
Title
Glenbrook Township HS
3801 W Lake Ave,
Glenview, IL 60026
phone 847-998-6100
rbretag@glenbrook225.org

13. Notices. In the event notice is to be given by either Party to the other, such notice shall be given in writing shall be 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:

COLLEGE:

Anne O. Brennan
AVP Academic Affairs
for
and College Transitions
Oakton Community College
1600 E. Golf Road
Des Plaines, Illinois 60016
847-376-7046
abrennan@oakton.edu

SCHOOL DISTRICT:

Rosanne Williamson
Assistant Superintendent
Curriculum and Instruction
Glenbrook Township HS
3801 W Lake Ave,
Glenview, IL 60026
847-486-4701
rwilliamson@glenbrook225.org

with a copy in either case to:

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

14. Term of Agreement. This Agreement from January XX, 2022 to January XX, 2025 unless terminated on 180 days' advance written notice by either Party.

15. **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.

16. **Governing Law.** The Parties agree that 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.

17. **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

18. **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 shall survive and be deemed enforceable despite such occurrence.

WHEREFORE, the Parties have executed this Intergovernmental Agreement this _____ day of _____, 2022.

SCHOOL DISTRICT

COLLEGE

Charles Johns,
Superintendent
Glenbrook Township High
School District # 225

Date

Joianne Smith,
President
Oakton Community College
District #535

Date

Name, President,
Board of Education

Date

Martha Burns,
Chair, Board of Trustees

Date

