

**ACTION ITEM**

**Date:** December 16, 2019

**To:** Members, Board of Education

**From:** Dr. Kari Cremascoli, Ph.D.,  
Superintendent

**Subject:** Intergovernmental Agreement (IGA) with New Trier High School

**PROPOSED ACTION BY THE BOARD OF EDUCATION**

Motion to approve the Intergovernmental Agreement (IGA) with New Trier High School for Data Sharing Study.

**BACKGROUND**

As discussed by the Strategy Committee of the Board of Education at the December Committee of the Whole Meeting, New Trier is examining their assessment practices as they relate to student placement recommendations and success of students within their leveling system. New Trier is requesting participation of local elementary sending districts in a data study. The primary purpose of this study is to determine if current assessments administered in the sending elementary school districts might provide sufficient, valid and reliable data to support New Trier placement recommendations. This is an idea and approach that elementary districts advocate as an additional means for reducing testing time of our students and making the placement recommendation process more connected to our students actual curricular and educational experiences. This partnership and the Intergovernmental Agreement will assist New Trier in studying assessment data and its placement process and considerations.

**Recommended for approval by the Board of Education**



**Kari Cremascoli, Ph.D.**  
**Superintendent of Schools**

**INTERGOVERNMENTAL AGREEMENT TO SHARE DATA  
BETWEEN THE NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT No.  
203 AND WILMETTE PUBLIC SCHOOLS DISTRICT No. 39**

This agreement (“Agreement”) for the sharing of information for purposes of studying assessment data to improve instruction (the “Study of Assessment Data”) is made between the Board of Education of New Trier Township High School District No. 203, Cook County, Illinois (“District 203”) and the Board of Education of Wilmette Public Schools District 39, Cook County, Illinois (“District 39”) (collectively, the “Parties”).

**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*; the *Intergovernmental Cooperation Act*, 5 ILCS 220/3 *et seq.*; and Section 3-14.2 of the Illinois *School Code*, 105 ILCS 5/3-14.2; and

**WHEREAS**, the *Family Educational Rights and Privacy Act* (“FERPA”), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99, and 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’ education records and afford to parents/guardians of students who attend an educational institution (“eligible students”), or to the eligible student him or herself 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**, FERPA contains an exception allowing release of PII without student or parental consent to organizations conducting studies for or on behalf of schools or school districts for, among other purposes, improving instruction or developing, validating, or administering predictive tests (*see* 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.3 l(a)(6)), and ISSRA has expressly incorporated this exception (*see* 105 ILCS 10/6(a)(4)); and

**WHEREAS**, District 39 and District 203 are organizations that wish to collaborate to share student assessment data for the purposes of developing, validating, or administering predictive tests, 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. **Effective Date.** This Agreement will become effective on the date it is signed by both Parties (“Effective Date”).

2. **Term of Agreement.** This Agreement shall terminate five years after the effective date, unless it is first terminated upon 30 days’ advance written notice by either Party. The obligations of any Party receiving PII under this Agreement with respect to any information received hereunder shall survive the expiration or termination of this Agreement.

3. **Purposes of the Study of Assessment Data.** The purposes of the Study of Assessment Data addressed in this Agreement include the following:

- a. District 39 wishes to provide District 203 the PII of eligible students pertaining to these students’ academic performance at District 39 for the purposes of this Agreement. District 203 will use this information to assist in developing course selection and related program recommendations for parents and students for the students’ enrollment in District 203.
- b. District 39 also wishes to provide District 203 the PII of students who have graduated from District 39 since 2017 for a one-time analysis to facilitate determining how the course and related program recommendations will be developed.
- c. District 203 will provide the results of its analysis to District 39 so that District 39 may use this data to improve instruction and validate the predictive tests it uses or to develop new predictive tests. District 39 may use this data to improve instruction for its own students and/or to eliminate duplicative testing of District 39 students who simultaneously take norms-based national assessments and District 203 high school placement tests.

4. **Scope and Duration of the Study of Assessment Data.** For five years following the Effective Date, District 203 and District 39 agree to conduct the Study of Assessment Data addressed in this Agreement, the Scope of which includes the collection, exchange, and analysis of student-specific data identified in Paragraph 3. The Parties agree to analyze the data and determine, if possible, how the data provided can inform course selection recommendations for eighth grade students anticipated to enroll in District 203 and/or how the data can be used to minimize the amount of duplicative testing that eighth grade District 39 students take. The Parties agree that District 203 is permitted to share data from District 39 with its administrators solely for purposes related to the Study of Assessment Data and, to the greatest extent feasible, without any PII.

5. **Identification of Personally Identifiable Information Disclosed.** For the term of this Agreement, the items or categories of PII and/or school student

records or information that will be disclosed by District 39 and/or District 203 under this Agreement are as follows:

- a. District 39 will provide to District 203:
  - Student names (first, middle, last) for current 8th grade students and 2017, 2018, and 2019 8th grade graduates; and
  - Those students' NWEA MAP scores in Reading and Mathematics from 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grades.

6. **Limitation of Use of PII.** The PII disclosed by the Parties to one another may only be used for purposes related to the Study of Assessment Data addressed in this Agreement. The Parties understand and agree that:

- a. the data shall be used only to carry out research, audit, and evaluation activities of the Study of Assessment Data;
- b. in publishing or presenting any results of the research and analysis of data, PII will not be included;
- c. the Parties will not knowingly re-disclose PII to any persons or entities other than representatives of the Parties with legitimate interests; and
- d. the Parties will enact reasonable policies and procedures, which the other Party may monitor or may audit upon request, to prevent the re-disclosure of PII it received from the other Party under this Agreement to others without legitimate interests in the Study of Assessment Data.

7. **Destruction of PII.** The Parties periodically shall confer and review together whether PII shared or exchanged under this Agreement continues to be needed for the Study of Assessment Data. At each such review, the Parties shall prepare a memorandum that (i) identifies PII that is no longer required to be retained for purposes of the Study of Assessment Data; and (ii) schedules such PII for destruction. Thereafter, each Party shall destroy the PII and/or school student records or information in accordance with the agreed schedule, using such measures as may reasonably assure the destruction of such records or information. Each party shall record the date and method of any destruction of records or information. 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 the conclusion of the agreement; 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 for in Paragraph 10 of this Agreement.

8. **Privacy protection policies and procedures.** The Parties shall, consistent with any applicable requirements of FERPA and other federal, State, and local laws and regulations, conduct the Study of Assessment Data 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 to individuals with a legitimate need to know, and the Parties shall take steps to maintain the confidentiality of the PII at all stages of the Study of Assessment Data.

9. **Points of contact and data custodians.** As soon as is reasonably feasible following the Effective Date of this Agreement, the Parties shall designate one or more individuals who shall serve as the Parties' respective contact persons and primary data custodians responsible for implementing the provisions of this Agreement.

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

11. **Governing Law.** The parties agree that this Agreement shall be governed by the laws of the State of Illinois. Any action brought pertaining to any dispute concerning the terms of this Agreement shall be brought exclusively in the Circuit Court of Cook County of the State of Illinois.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning this subject, and any previous 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.

13. **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.

**WHEREFORE**, the Parties have executed this Intergovernmental Agreement this \_\_\_ day of [Date].

Board of Education of

Board of Education of

By:\_\_\_\_\_

By:\_\_\_\_\_

Date:

Date:

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