

**INTERGOVERNMENTAL AGREEMENT FOR  
THE SHARING OF STUDENT DATA  
BETWEEN BREMEN COMMUNITY HIGH SCHOOL DISTRICT NO. 228  
AND COMMUNITY CONSOLIDATED SCHOOL DISTRICT 146**

**FOR EDUCATIONAL PURPOSES**

This Agreement is made and entered into on the last date written below by and between the **Board of Education of Bremen Community High School District No. 228, Cook County, Illinois** ("District 228") and the Board of Education of Community Consolidated School District 146 ("District 146") (each a "Party," and collectively, the "Parties").

**RECITALS**

**WHEREAS**, in unit school districts in Illinois, the exchange of student information between high schools and middle and/or elementary schools is common and is used for a number of purposes, including but not limited to analyzing students' preparedness for high school; improving the alignment of course content between the high school and elementary/middle school; analyzing the success of behavioral strategies and interventions on students' behavioral, disciplinary, and academic outcomes in high school; and analyzing the correlation between assessments and academic achievement at all levels of students' K-12 education; and

**WHEREAS**, in Illinois school districts which are not unit districts, it is important for the elementary/middle school and the high school to similarly share student information so that the districts may properly articulate and correlate educational programs; and

**WHEREAS**, in light of the fact that District 146 is a middle school feeder district of District 228, the Parties' exchange of student information about (i) District 146 students and (ii) District 228 students who matriculated from District 146 is equally relevant and important for all the legitimate educational purposes mentioned above; and

**WHEREAS**, the Parties have determined that the exchange of student information (i) from District 146 to District 228 and (ii) from District 228 to District 146 will result in improved instruction that will benefit both Parties' constituencies and their students and enhanced educational opportunities for the communities they serve; and

**WHEREAS**, the Parties are distinct "units of local government" as defined under Article VII, Section 10 of the 1970 Constitution of the State of Illinois and are "public agencies" as defined under Paragraph 2 of the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*), and therefore they are authorized to enter into intergovernmental agreements in any manner not prohibited by law or ordinance; 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) and 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' education records and, because the Parties are distinct school districts, limit the ability of the Parties to exchange students' personally identifiable information back and forth; and

**WHEREAS**, ISSRA 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 (see 105 ILCS 10/6(a)(4)); and

**WHEREAS**, FERPA contains exceptions allowing the release of personally identifiable student information without parental consent to authorized representatives of local educational authorities to audit or evaluate a State-supported educational program, or to organizations conducting studies for, or on behalf of, school districts for the purpose of developing, validating, or administering predictive tests...and improving instruction (20 U.S.C. §1232g(b)(1)(C), (b)(1)(F), (b)(3) and (b)(5); 34 C.F.R. §99.31(a)(3), 99.31(a)(6) and 99.35); and

**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**, the Parties have determined that it is in their and their respective constituencies' and students' best interests to enter into this Agreement to share relevant student data with each other for the purpose of evaluating, researching, studying, and planning for the appropriate alignment of District 146's educational program with District 228's educational program.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the Parties agree to the following terms and conditions:

1. **Recitals.** The recitals above are incorporated into this Agreement by reference.
2. **Term.** This Agreement commences on the date both Parties have executed this Agreement and continues from school term to school term until either Party provides one calendar year's written notice of termination to the other Party. Any termination shall become effective at the end of the subsequent school term which is one year after the receipt of notice.
3. **Purpose, Duration, and Scope of Study/Evaluation.** The Parties will collaborate for the term of this Agreement to evaluate and jointly conduct an educational study about District 146 students and District 228 students who matriculated from District 146, the purposes of which are to (a) analyze students' preparedness for high school; (b) improve the alignment of course content between the high school and elementary/middle school; (c) analyze the success of behavioral strategies and interventions on students' behavioral, disciplinary, and academic outcomes in high school; and (d) analyze the correlation between assessments and academic achievement at all levels of students' K-12 education. For purposes of this

evaluation/study, each Party is designated as the other Party's authorized representative.

4. **PII to be Exchanged/Disclosed.** The Parties will disclose to one another any and all personally identifiable information about students (in addition to, but not including, the student record information of graduating District 146 eighth grade students who seek to enroll in District 228 for high school that is normally transferred upon eighth grade graduation) ("PII") about District 146 students whom District 146 believes will enroll at District 228 and any and all PII about District 228 students who matriculated from District 146. Each Party is responsible for notifying its students' parents about this exchange of information.
5. **Use of PII Only for Purposes Described in this Agreement.** Each Party will use the PII disclosed to it by the other Party only to meet the purpose(s) stated in this Agreement.
6. **PII Not to be Further Disclosed.** The Parties will not use the PII disclosed pursuant to this Agreement in a manner that permits the personal identification of parents or students to any third parties. PII disclosed under this Agreement will be treated as confidential and will be protected by the receiving Party in the same manner and to the same extent as its own current students' school/education records.
7. **Destruction of PII.** All PII exchanged pursuant to this Agreement will be destroyed by the receiving Party in accordance with the rules and regulations of the Illinois State Board of Education when the PII is no longer needed by the receiving Party for the purposes stated in this Agreement.
8. **Additional Provisions**
  - a. **Effect of Agreement.** This Agreement inures to the benefit of and binds District 146 and District 228, as well as each of their successors.
  - b. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties related to the sharing of students' PII between the Parties, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.
  - c. **Amendments.** No subsequent amendment or modification to this Agreement is binding upon the Parties unless reduced to writing and duly authorized and signed by both Parties.
  - d. **No Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish, or impose any legal duty toward any third party.

- e. **Applicable Law.** This Agreement is to be governed by the laws of the State of Illinois.
- f. **Execution.** This Agreement may be executed in multiple counterparts, and a set of counterparts bearing the signatures of all parties will constitute the Agreement as fully as if the Parties had signed a single document. Electronic transmission of signatures, whether by facsimile or email, is acceptable.

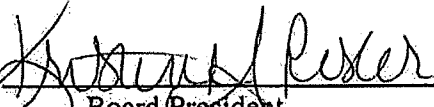
IN WITNESS WHEREOF, the Parties have approved and executed this Agreement on the date(s) indicated below.

**DISTRICT 228:**

**DISTRICT 146:**

**Board of Education of Bremen  
Community High School District 228  
Cook County, Illinois**

**Board of Education of Community  
Consolidated School District 146,  
Cook County, Illinois**

By:   
Board President

By: \_\_\_\_\_  
Board President

Date: 12/19/2017

Date: \_\_\_\_\_

**Attest**

**Attest**

By:   
Board Secretary

By: \_\_\_\_\_  
Board Secretary

Date: 12/19/17

Date: \_\_\_\_\_