

**INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF STUDENT DATA BETWEEN
LINCOLN-WAY HIGH SCHOOL DISTRICT 210
AND
UNION SCHOOL DISTRICT 81
FOR EDUCATIONAL PURPOSES**

This Agreement is made and entered into on the last date written below by and between the **Board of Education of Lincoln-Way High School District 210, Will County, Illinois** (“District 210”) and **Union School District 81** (“Partner School”) (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 light of the fact that Partner School is a feeder district of District 210, the Parties’ exchange of student information about (i) Partner School students who have enrolled or intend to enroll in District 210 and (ii) District 210 students who matriculated from Partner School 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 Partner School to District 210 and (ii) from District 210 to Partner School 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 “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 for the release of personally identifiable student information to any person with prior written parental consent (105 ILCS 10/6(a)(8)); and

WHEREAS, FERPA allows for the release of personally identifiable student information with the written consent of parents (20 U.S.C. §1232g(b)(1));

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' 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 Partner School's educational program with District 210's educational program.

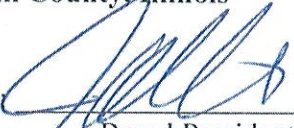
NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree to the following terms and conditions:

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 until either Party provides one year's written notice of termination to the other Party.
3. **PII to be Exchanged/Disclosed.** With prior written parental consent, the Parties will disclose to one another personally identifiable information ("PII") from student records from 6th through 8th grades about graduating eighth grade students from Partner School who seek to enroll in District 210 for high school and District 210 students who matriculated from Partner School. The student record information that will be exchanged pursuant to this Agreement is specifically set forth and limited to the information listed in EXHIBIT A, attached here-to and made a part hereof. The exchange of PII pursuant to this Agreement is in addition to the normal transfer of information regarding incoming students to District 210 by Partner School upon eighth grade graduation. Each Party is responsible for notifying its students' parents about this exchange of information and keeping a record of release of information.
4. **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.
5. **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.
6. **Destruction of PII.** Subject to the requirements of the Illinois Local Records Act, all PII exchanged pursuant to this Agreement will be destroyed by the receiving Party within one year of when the PII is no longer needed by the receiving Party for the purposes stated in this Agreement.
7. **Additional Provisions**
 - a. **Effect of Agreement.** This Agreement inures to the benefit of and binds Partner School and District 210, 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 210:
Board of Education of
Lincoln-Way High School District 210
Will County, Illinois

By:  _____
Board President

Date: 11-18-21

PARTNER SCHOOL:
Board of Education of
Union School District 81
Will County, Illinois

By: _____
Board President

Date: _____

Attest

By:  _____
Board Secretary

Date: 11-18-21

Attest

By: _____
Board Secretary

Date: _____

EXHIBIT A

STUDENT INFORMATION TO BE SHARED

Written specific parental consent is required for the sharing of any information pursuant to this Agreement.

From District 210 to Partner School:

- AP results
- College & Career Readiness Results
- Course placement
- Demographic Information
- Freshman on Track Results
- Graduation Rate
- Illinois Required Assessment Results (SAT, ISA, DLM, etc)
- SAT Suite Results
- Transportation Information

From Partner School to District 210:

- ACCESS Results
- Attendance History
- Demographic Information
- EL Education File
- Grade History
- Illinois Required Assessment Results (SAT, ISA, DLM, etc)
- MAP Test Results
- MTSS History and Results
- SAT Suite Results
- Special Education File