

Joint Data Share and Use Agreement
Between
Champaign Community Unit School District #4, Urbana School District #116
and
C-U Cradle to Career

This Joint Data Share and Use Agreement (hereinafter “Agreement”) is hereby made and entered into by and between Champaign Community Unit School District #4 (“Unit 4”), Urbana School District #116 (“District 116”) (collectively, “the Districts”), and C-U Cradle to Career (“CUC2C”) (each a “Party” and collectively “the Parties”).

I. RECITALS

1. The Districts maintain information, including individually identifiable information, on students including prior students (“Student Data”) in a manner consistent with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”) and the Illinois School Student Records Act (105 ILCS 10/2 *et seq.*) (“ISSRA”).
2. Illinois law, under ISSRA, authorizes student records to be released “to an employee or official of the school or school district or State Board with current demonstrable educational or administrative interest in the student, in furtherance of such interest” and “[t]o 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 the federal Family Educational Rights and Privacy Act (20 U.S.C. 1232g)”. (105 ILCS 10/6(a)(2),(4)).
3. The term “individually identifiable information”, means information that is identifiable to a particular individual, classroom, or program, including but not limited to the following: (a) an initial and/or first and last name; (b) a home or other physical address, including street name and name of a city, town, or county; (c) an e-mail address; (d) a telephone number; (e) an employer identification, educator identification, or student identification number; (f) test scores; or (g) clinical information, including any questionnaires, notes, or other documentation. Other terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the United States Department of Education Regulations 20 U.S.C. § 1232g; 34 CFR Part 99, also known as FERPA.
4. The Parties wish to enter into this Agreement in order to:
 - A. Facilitate the evaluation of the Districts’ educational programs in a manner permitted by FERPA, ISSRA, and other applicable law (“Audit or Evaluation”);
 - B. Facilitate the performance of studies for or on behalf of the Districts in a manner permitted by FERPA, ISSRA, and other applicable law (“Research”);
 - C. Establish the necessary data sharing and use arrangements between the Parties to provide the data necessary to increase the effectiveness of community supports for underachieving students.

- D. Establish the necessary data sharing and use arrangements between the Parties to provide the data necessary to facilitate the objectives.
- E. Improve the developmental outcomes of children in the Champaign-Urbana community.

II. DATA USE AUTHORIZATIONS

- 1. The Districts agree to share the Student Data with the Parties solely for the limited purposes and extent as set forth in this Agreement.
- 2. The Parties agree that they are ultimately responsible for ensuring that any third-party operates within the terms of this Agreement.
- 3. The Parties are responsible for ensuring that any third-party recipient, under contract to and working in collaboration with the Parties, not retain any Student Data permanently, but is required to return data to the Districts upon completion of the work. The Districts may request that the Student Data be permanently destroyed and that written certification of destruction be sent to the Districts.

III. DATA ACCESS, USE, AND SECURITY

- 1. **Restrictions on the Districts.** The data access, use, and security restrictions set forth in this Section shall apply to the receipt, use, disclosure, and maintenance of Student Data by the Parties. The Parties agree to the following:
 - A. Student Data may only be used for the purpose or purposes authorized pursuant to this Agreement.
 - B. The Parties will comply with all applicable laws, materials, regulations and all other State and federal requirements with respect to the protection of privacy, security and dissemination of the shared data.
 - C. The Parties will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), regarding the confidentiality of Student Data, and specifically, “education records” as defined in FERPA and “school student records” as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the Districts. To protect the confidentiality of student education records, the Parties will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.
 - D. In the event that any Student Data is required to be disclosed in response to a valid order of a court of competent jurisdiction or other governmental body of the United

States or any political subdivisions thereof, the Parties shall first (a) notify the other Parties of the order and provide a complete copy of such order to the other Parties and (b) permit the other Parties to seek an appropriate protective order. All Parties shall fully cooperate with another party which may wish to apply for a protective order. The Parties shall only disclose the Student Data to the extent necessary and for the purposes of the court or other governmental order. Furthermore, the Parties must comply with the notice requirements of FERPA when and if it is required to disclose any Student Data in accordance with a lawfully issued subpoena or court order.

- E. Nothing in this Agreement may be construed to allow the Parties to maintain, use, disclose or share the Student Data in a manner not allowed by state or federal law or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.).
- F. The Parties will restrict access to Student Data to only those persons required to access the data in order to perform the specific purposes authorized by this Agreement. The Parties will instruct all persons having access to Student Data on the use and confidentiality restrictions set forth in this Section III, and sanctions for unauthorized disclosure; and shall require all employees, contractors, subcontractors or agents of any kind to comply with all applicable provisions of FERPA and other state and federal laws with respect to the Student Data. Recipients shall upon request produce a written acknowledgement from all such persons verifying that such instruction has occurred. The Parties will require and maintain an appropriate confidentiality agreement from each employee, contractor, subcontractor or agent with access to Student Data.
- G. The Parties will not share Student Data with anyone, except those employees and contractors, subcontractors and agents of the Parties that are directly involved in providing services according to the terms of this Agreement.
- H. There shall be no contracting or subcontracting of work involving Student Data or disclosure of Student Data to any agent, contractor, or subcontractor without prior written notification to the Districts. Such notification shall include the name of any contractor, subcontractor or agent, the specific data for disclosure, along with the data's use, the processes and timeline for the destruction or return of the data, and assurances of confidentiality as set forth in this Agreement. All contracting and subcontracting must be consistent with FERPA requirements relating to the outsourcing of services or functions involving Student Data.
- I. The Parties will not disclose any individually identifiable information under this Agreement in a manner which could identify an individual student or person, except as authorized by applicable law and approved in advance under an amendment to this Agreement.

- J. The Parties may not re-disclose Student Data to any other person or entity, unless permitted by law and approved in advance under an amendment to this Agreement and, if required by law, the parent or student (if such student may consent to disclosure under FERPA). Re-disclosure of Student Data includes, without limitation, disclosure of information, research, or analysis in a manner that permits the personal identification of parents and students, as such terms are defined in the FERPA regulations (34 CFR Part 99) and includes de-identified data in cell sizes of less than ten (10) for each category/subcategory of data.
- K. The Parties will not provide any Student Data obtained pursuant to this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31 of title 34, Code of Federal Regulations. 34 C.F.R. § 99.31.
- L. The Parties agree to fully report to the Districts within one day of discovery, any infraction of the confidentiality provisions and, any use or disclosure of Student Data not authorized by this Agreement or in writing by the Districts. The Parties' report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Student Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Parties have done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Parties have taken or shall take to prevent future similar unauthorized use and/or disclosure. The Parties shall provide such other information, including a written report, as reasonably requested by the Districts.
- M. The Parties agree that Student Data shall not be archived or sent to a records center, and shall not be retained with personal identifiers for any period longer than the Term of this Agreement or the completion of the specific work specified above, as applicable (the "Retention Period").
- N. The Parties agree to secure any and all data received pursuant to this Agreement, and agree to establish, secure and retain records of access and use of all Student Data received pursuant to this Agreement. The Parties agree to allow the Districts on-site inspection and access to all relevant data files and servers to verify data security and usage, as well as audit access, throughout the Term of this Agreement and for a period of three (3) years following the termination of the retention Period or this Agreement, whichever is longer. The 3-year period shall be extended for the duration of any audit in progress during the Term. No fees shall be assessed for such access, audit or review, and the Parties agree to cooperate with the Districts' efforts to verify data security and usage.
- O. The Parties must create and maintain a record of any disclosure of Student Data made to any other person or entity pursuant to this Agreement. The record of disclosure must record the name of any person or organization receiving the Student Data and their legitimate interest in the Student Data for either Audit or Evaluation or Research. The record must also describe the Student Data included within the

disclosure by class, school, district, or other appropriate grouping. Upon the Districts' request, the Parties must provide a copy of the record of further disclosures to the Districts.

- P. Any breach of the security of any Student Data provided to any person or entity under this Agreement shall be subject to the terms and provisions of the Personal Information Protection Act (815 ILCS 530/1 *et seq.*).
 - Q. The Parties may not assign its obligations under this Agreement, or any part of its interest in this Agreement, without the prior written consent of the Districts. Any assignment made without said consent shall be null and void.
 - R. The Parties agree that they will not utilize the Districts' data or results in any publication not authorized by the Districts.
 - S. The Parties recognize and agree that the Student Data it obtains under this Agreement is the property of the Districts, and shall be returned to the Districts upon request. Student Data received pursuant to this Agreement shall be disposed of upon termination, cancellation, expiration or other conclusion of this Agreement or the Retention Period, whichever occurs first. Disposal means the return of the information to the Districts or destruction of the information as directed by the Districts.
 - T. Upon termination of this Agreement, the Parties will return all data files and hard copy records to the Districts and purge any copies of data from its computer systems. If the Parties destroy the information, it shall provide the Districts with a certificate confirming the method and date of destruction of the data. The Parties agree to require all employees, contractors, subcontractors, or agents of any kind to comply with this provision.
 - U. All copies of the District's data of any type, including any modifications or additions to data from any source that contains Student Data, are subject to the provisions of this Agreement in the same manner as the original data disclosed by the Districts to the Parties.
2. The Parties must ensure that any third-party recipient of District Student Data working or in collaboration with the Parties, agree by contractual terms to the provisions of this Agreement for the sharing, disclosure, re-disclosure, use, maintenance, security and destruction of the Student Data.
 3. The terms and provisions of this Section III shall apply to the use of Student Data received by the Parties for so long as the Parties retain the data, and shall survive the termination of this Agreement.

IV. **TERM AND TERMINATION**

1. **Term.** This Agreement shall become effective on the date of execution, and, subject to any earlier termination as provided herein, shall remain in full force and effect through and including December 31, 2016 (the “Term”). This Agreement may be renewed each year for five one-year terms, upon the mutual agreement of the Parties.
2. **Termination.** This Agreement may be terminated by any of the Parties upon thirty (30) days written notice to the other Parties.
3. **Termination for Breach.** Notwithstanding any other provisions to the contrary, this Agreement is subject to immediate cancellation by either District for failure of the other Parties or their authorized contractor, subcontractor or agent to adhere to any provision set forth in this Agreement.
4. **Termination Upon Unauthorized Data Disclosure.** Notwithstanding any other provisions to the contrary, either District may immediately terminate its participation in this Agreement if any Student Data disclosed by the District to the other Parties is used in any manner which violates the terms and provisions of this Agreement, ISSRA, and/or FERPA.
5. **Survival.** All terms and obligations undertaken herein, shall survive any termination of this Agreement in perpetuity.

V. **GENERAL PROVISIONS**

1. **Amendment.** This Agreement may be amended only by a written instrument signed by the Parties hereto.
2. **Reservation of Data Release.**
 - a. Nothing in this Agreement shall be construed to authorize the Parties to have access to additional data from the Districts that is not included in the scope of the Agreement.
 - b. The Districts reserve the right to refuse any data request involving individually identifiable information data or institution/district level data; however, nothing herein shall prohibit individuals or entities from releasing data pertaining to themselves or their own institution or district.
3. **Comment Period.** The Parties will provide each of the Districts with one electronic and at least one paper copy of a final draft and all final versions of all approved reports to be released. The Districts expressly reserve the right to review and comment on any use of the data shared or collected pursuant to this Agreement, before any public release. The period of such review will be 30 days from the Districts’ receipt of the material to be

publicly released. After the 30 day review period has elapsed, or if the Districts waive the review period in writing, the Parties shall be free to release the material publicly. The Districts reserve the right to demand that the other Parties include in any material to be publicly released a disclaimer to the effect that “Such material does not necessarily reflect the views of the District or its employees”.

4. **Indemnification.** CUC2C shall indemnify and hold harmless the Districts and their officers and employees, from claims, suits, actions, damages, and costs of every nature solely to the extent arising out of any violation by CUC2C of the terms of this Agreement or any addendum to this Agreement.

5. **Authorized Representatives.** The following persons are authorized to approve an Amendment to this Agreement on behalf of the Parties (each, an “Authorized Representative”):

For Unit 4:
Superintendent Dr. Judy Wiegand

For District 116:
Superintendent Dr. Donald Owen

For C-U Cradle to Career (“CUC2C”):
Ms. Lee Ann Kelly or Ms. Denise Martin

6. **Entirety.** This Agreement constitutes the entire Agreement among the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by any Party.

7. **Severability.** In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

8. **Records.** Books and records, including information stored in databases or other computer systems, shall be maintained by the Parties for a period of three (3) years from the later of the Term of this Agreement or the Retention Period, and by any subcontractor for a period of three (3) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the Term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Districts upon reasonable notice and during normal business hours. The Parties and their subcontractors shall not impose a charge for audit or examination of the Parties’ contractor’s or subcontractor’s books and records.

9. **Injunctive Relief.** The Parties agree that an impending or existing violation of any provision of this Agreement would cause the Districts irreparable injury for which it would have no adequate remedy at law, and the Districts shall be entitled to seek

immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.
11. **Authority to Execute.** Each Party represents and warrants to the other Parties that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
12. **Recitals.** The recitals in Section I are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

For Champaign Community Unit School District 4
Superintendent Dr. Judy Wiegand

Date

For Urbana School District 116
Superintendent Dr. Donald Owen

Date

For C-U Cradle to Career
Name: _____
Title: _____

Date