

**DATA SHARE AND USE AGREEMENT BETWEEN**  
**THE {NAME OF ILLINOIS SCHOOL DISTRICT} AND**  
**{NAME OF ILLINOIS COMMUNITY COLLEGE}**  
**FOR REMEDIATION COURSE DATA SHARING**

**I. PARTIES AND PURPOSE**

1. This Data Share and Use Agreement (hereinafter “Agreement”) is hereby made and entered into by and between [NAME OF ILLINOIS SCHOOL DISTRICT] (“District”) and [NAME OF ILLINOIS COMMUNITY COLLEGE] (“College”). At times, [NAME OF ILLINOIS SCHOOL DISTRICT] and [NAME OF ILLINOIS COMMUNITY COLLEGE] are referred to singularly as “Party” and collectively as “Parties.”
2. The purpose of this Agreement is to facilitate student-level remediation data sharing between the [NAME OF ILLINOIS SCHOOL DISTRICT] and [NAME OF ILLINOIS COMMUNITY COLLEGE] to satisfy the *Public Community College Act Sec. 3-80. Remediation Data Sharing Agreement (110 ILCS 805/3-80)*, which requires the following:
  - (a) *Beginning January 1, 2024, a community college district, upon a request from the school district of a high school located within the boundaries of the community college district, shall provide individualized disaggregated data on the enrollment of students in community college remediation courses from the most recently completed academic year. A signed remediation data sharing agreement between the school district and the community college district must be entered into before sharing remediation data.*
  - (b) *The remediation data sharing agreement shall meet all of the following requirements:*
    - (1) *The agreement shall require that the data be individualized by student and that each student record be identified with the student's State identification number and last previous high school within the school district, as provided by the school district.*
    - (2) *The agreement shall provide that each student record include, at a minimum, any course codes, the course names or titles, and the academic department for any courses that are in the department or subject area of mathematics, reading, English, or communications or any other course that is designated as remedial.*
    - (3) *The agreement shall provide that each student record include, at a minimum, course codes, course names or titles, and the academic department for any courses in any department or subject area in which the student is enrolled for a given term at the community college that are noncredit-bearing courses.*

- (4) *The agreement shall specify the format and method by which the data will be shared with the school district.*
  - (5) *The agreement shall provide a timeline for which the required data shall be provided to the school district by the community college district, which must be at least annually and must be within a reasonable amount of time following the end of the academic year.*
  - (6) *The agreement shall provide that the data may not be used in the evaluation of licensed educators.*
- (c) *If, within 90 calendar days after the school district's initial request to enter into a remediation data sharing agreement with the community college district under this Section, the school district and the community college district do not reach an agreement on all of the provisions of a remediation data sharing agreement, then the school district and community college district shall jointly implement the provisions of the model remediation data sharing agreement developed under subsection (d) for those provisions for which an agreement could not be reached and shall jointly implement the remaining provisions for which agreement could be reached. A community college district may combine its negotiations with multiple school districts to establish one uniform remediation data sharing agreement to use with all of the school districts with high schools located within the boundaries of the community college district or may negotiate individual remediation data sharing agreements with school districts.*
- 3. [NAME OF ILLINOIS SCHOOL DISTRICT] and [NAME OF ILLINOIS COMMUNITY COLLEGE] desire to enter this Agreement to address each of the requirements set forth in *Public Community College Act Sec. 3-80. Remediation Data Sharing Agreement, subsection (b)(110 ILCS 805/3-80(b))*.

## **II. TERM OF AGREEMENT**

- 1. The term of this Agreement shall commence upon execution by the last party to sign ("Effective Date") and shall continue through **Month, Day, [20XX]** ("Term"), unless terminated earlier by the Parties. The Parties may extend the Term of this Agreement by an amendment signed by the Parties.

## **III. DATA**

- 1. The Parties agree that [NAME OF ILLINOIS COMMUNITY COLLEGE] will securely share individualized disaggregated data, or student-level data, with [NAME OF ILLINOIS SCHOOL DISTRICT] for those former students of District enrolled in College's remediation courses during the most recently completed academic year. The District shall provide College

with the data elements described in Exhibit A including name, date of birth, student's State identification number, graduation year, and student's last previous high school of attendance within the District for the sole purpose of data matching and student identification ("District Confidential Information"). Upon verification of the enrollment of District's student, College will append the student's record to include the District Confidential Information and will provide District with the data elements described in Exhibit A to this Agreement, attached hereto and incorporated herein ("College Confidential Information"). Upon the receipt of the College Confidential Information, District officials will append the student's District record to include at minimum: (1) the remediation course codes, the remediation course names or titles, and the remediation subject area of mathematics, reading, English, or communications or any other course that is designated as remedial and (2) the course codes, course names or titles, and the academic department for any course in any department in which the student is enrolled for a given term at the College that is noncredit-bearing (collectively, College Confidential Information and District Confidential Information shall be referred to as "Student Data"). The contents of each student record, individually or in shared format, include personal identifiable information ("PII").

#### **IV. CONFIDENTIAL INFORMATION**

1. In the performance of this Agreement, the Parties and their officers, employees, agents, contractors, and subcontractors will have access to documents, files, records, or other information that are confidential and contain PII and such access, use, disclosure, storage and disposal shall be governed by the relevant requirements of one or more of the following applicable laws:
  - (a) The Illinois Data Processing Confidentiality Act, 30 ILCS 585/0.01 et seq.; and
  - (b) The Identity Protection Act, 5 ILCS 179/1 et seq.
  - (c) The Personal Information Protection Act, 815 ILCS 530/1 et seq.
  - (d) Family Educational Rights and Privacy Act, 20 U.S.C./1232g et seq.
2. Notwithstanding any other provision of this Agreement to the contrary, whether set out or incorporated herein, the Parties agree to perform this Agreement in accordance with all applicable state and federal laws.
  - (a) Both parties hereby confirm that they and their officers, employees, agents, contractors, and subcontractors are subject to and shall comply with all applicable federal and state privacy laws pertaining to the protection from unauthorized use and/or disclosure of the other's Confidential Information and Student Data and penalties for noncompliance. Protection from unauthorized use and/or disclosure specifically includes storage in a place physically secure from access by unauthorized persons, maintaining information in electronic formats such as magnetic tapes, discs, or on servers in such a way that unauthorized persons cannot obtain the information by any means, and undertaking precautions to ensure that only authorized employees and agents have access to the other's Confidential Information. Any dissemination or use

of the other's Confidential Information other than for the purposes of this Agreement without the express written authority of the Director of the other party is specifically prohibited.

- (b) Both parties hereby certify that their officers, employees, agents, contractors, and subcontractors who are given access to the other's Confidential Information under this Agreement shall be instructed about the confidentiality requirements contained herein, and that said officers, employees agents, contractors, and subcontractors shall adhere to same, and agree to report any infraction(s) by any officers, employees, or agents to the other party fully and promptly. The parties shall restrict, and shall instruct their officers, employees, agents, contractors, and subcontractors to restrict, access to said Confidential Information to only those officers, employees, agents, contractors, and subcontractors who require access in the performance of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, this Agreement is subject to immediate cancellation by the conforming party for failure of the non-conforming party or any of its officers, employees, agents, contractors, or subcontractors to adhere to the provisions herein.
- (c) Immediately report to the other party any suspected security incident. "Security Incident" means any unauthorized action by a known or unknown person which, if successfully completed, should reasonably be considered one of the following: an attack, penetration, denial of service, disclosure of Student Data or Confidential Information or other sensitive information, misuse of system access, unauthorized access or intrusion (hacking), virus intrusion, scan of the System or networks, or any other activity that could affect the System or data, or the security, confidentiality or integrity of the Confidential Information received, stored, processed, or maintained by either party.
- (d) Both parties agree that they shall not disclose or re-disclose the Confidential Information of the other except to Authorized Personnel. Both parties shall ensure that Authorized Personnel or anyone who lacks authority to access such data are informed about and aware of the prohibitions regarding the use, disclosure, and re-disclosure of any data and information provided to the other under this Agreement.
- (e) Disclosure of data to other than Authorized Personnel or to anyone who lacks authority to access such data shall only be done using the statistical summary data obtained from the Confidential Information furnished by the parties, provided that the identity of individuals cannot be ascertained from such summary data.

## **V. STUDENT DATA SECURITY, STUDENT DATA STORAGE AND TRANSMISSION, TIMELINE FOR DELIVERY, AND RESTRICTED USAGE**

### **1. Student Data security shall include:**

- (a) The Parties will protect the integrity of the data received under this Agreement from unauthorized access, use, or re-disclosure.
- (b) The Parties shall take all steps necessary to safeguard the confidentiality of the data received. Access is restricted to the data provided or created under this Agreement to

- only those Authorized Personnel who need the data to perform their official duties in connection with the uses of the data authorized in this Agreement.
- (c) The Parties will advise all Authorized Personnel who have access to the data of the confidential nature of the data, the safeguards required to protect the data, and criminal sanctions for noncompliance under applicable Federal, state, or local laws.
  - (d) The Parties must develop, implement, maintain, and use reasonable and appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data electronically maintained or transmitted pursuant to this Agreement. The Parties will process the data provided or created under this Agreement under the immediate supervision and control of Authorized Personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the Parties' systems.
2. Student Data Storage and Transmission: Student Data shall be stored in a secure environment physically located in the continental United States with access limited to the least number of staff needed to complete the purpose of this Agreement. The Parties shall transmit Student Data pursuant to this Agreement through encrypted transmission mechanisms including but not limited to secure FTP or web sites using SSL protocols. The Parties will provide specific details concerning the data delivery method (e.g., CA SSL certificate) and must have written approval of each Party prior to transmission of data.
  3. Timeline for Delivery: College Confidential Information shall be provided to District annually at minimum and must be provided within a reasonable amount of time following the completion of the academic calendar year.
  4. Restricted Usage: In no event may the College Confidential Information provided pursuant to this Agreement be used by District in the evaluation of District's licensed educators.

## **VI. LIABILITY**

1. The Parties shall be liable for the actions and omissions of their respective officers, employees, and agents. This obligation shall survive termination of this Agreement.

## **VII. BREACH**

1. If a Party violates any material term provided under this Agreement, fails to perform any material requirement of this Agreement, the other Party shall provide written notice to the Party to cure the identified breach or problem within 30 days. If not cured within that time period, the other Party may either: (a) immediately terminate the Agreement without additional written notice or (b) enforce the terms and conditions of the Agreement. In either case, the Parties retain their rights to seek any available legal or equitable remedies, damages, or other relief to protect their interests and rights under this Agreement.

## **VIII. COMPLIANCE WITH LAWS**

1. This Agreement shall be governed by the Constitution and laws of the State of Illinois. The Parties, their officers, employees, agents, contractors, subcontractors, and volunteers shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars, and license and permit requirements applicable to the performance of this Agreement. The Parties shall obtain at their own expense all licenses, releases, authorizations, and/or permissions necessary for the performance of this Agreement.

## **IX. ASSIGNMENT**

1. Any and all interests in this Agreement may not be assigned, subrogated, or otherwise transferred, in whole or in part, by any Party without the prior written consent of the other Party.

## **X. PERSONS TO CONTACT**

The person to contact on behalf of the [NAME OF ILLINOIS SCHOOL DISTRICT] is:

**Name**  
**Title**  
**Address**  
**Phone**  
**Email**

The person to contact on behalf of the [NAME OF ILLINOIS COMMUNITY COLLEGE] is:

**Name**  
**Title**  
**Address**  
**Phone**  
**Email**

## **XI. SIGNATURE AUTHORITY AND COUNTERPARTS**

1. The undersigned certify that they are authorized to legally bind their respective Party to this Agreement by signing it on their respective Party's behalf. This Agreement may be signed in counterpart.

[NAME OF ILLINOIS SCHOOL DISTRICT]

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

**Name of Illinois School District Superintendent**

**Superintendent**

**Address**

**Phone**

**Email**

[NAME OF ILLINOIS COMMUNITY COLLEGE]

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

**Name of Illinois Community College President/Chancellor**

**President**

**Address**

**Phone**

**Email**

**Exhibit A: Data Variables to Be Shared**

This table details the student-level data elements to be shared by [NAME OF ILLINOIS SCHOOL DISTRICT] and [NAME OF ILLINOIS COMMUNITY COLLEGE]

[NAME OF ILLINOIS SCHOOL DISTRICT] Student-Level File to [NAME OF ILLINOIS COMMUNITY COLLEGE]

Variable	Description/Use
ISBE High School Student Information System (SIS) unique student identifier	For matching to community college records and the field the community college will return to the school district in the return file
High School Graduation Year of Student	For assigning academic year and matching to community college records
Name of High School	For matching to community college records
Code of High School	Preferably the Region County District Type School code, and will be utilized for matching to community college records
High School Student First Name	For matching to community college records
High School Student Last Name	For matching to community college records
High School Student Date of Birth	For matching to community college records

**[NAME OF ILLINOIS COMMUNITY COLLEGE]** Student-Level File to **[NAME OF ILLINOIS SCHOOL DISTRICT]**. A student record will be provided for each remedial course taken at the community college.

Variable	Description/Use
ISBE Student Information System (SIS) unique student identifier	The id will allow the school district to match the record back to school district data
Academic Year of Enrollment	Identifies the academic year of enrollment at the community college
Remedial Course Term of Instruction	Identifies whether the student enrolled in the summer, fall, or spring term
Remedial Course Prefix	Identifies the community college's unique remedial course prefix
Remedial Course Number	Identifies the community college's unique remedial course number
Remedial Course Section	Identifies the community college's unique remedial course section
Remedial Course Name	Identifies the community college's unique remedial course name
Remedial Course Area of Instruction	The community college should enter one of the following: Communication Skills OR Mathematics OR Reading
Remedial Course Hours Attempted	Identifies the number of hours enrolled (attempted) for the course.
Remedial Course Hours Earned	Identifies the number of hours earned (attempted) for the course.
Remedial Course Grade	Identifies the standard grade (GPA on 4-point scale) or nonstandard grade (e.g., "Complete" or "Incomplete").