

**INTERGOVERNMENTAL AGREEMENT TO SHARE DATA
BETWEEN COMMUNITY HIGH SCHOOL DISTRICT 99 AND CENTER
CASS SCHOOL DISTRICT 66**

This agreement (“Agreement”) for the sharing of student information is made by and between the Board of Education of Community High School District 99, DuPage County, Illinois (“District 99”), and the Board of Education of Center Cass School District 66, DuPage County, Illinois (“District 66”), (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 Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/1 *et seq.*, and implementing regulations, 23 Ill. Admin Code Part 375, protect the privacy of primary and secondary students’ school student records and afford to parents/guardians of students who attend an educational institution (“eligible students”), or to the eligible student if over 18 years of age, certain rights including the right to condition certain disclosures of a student’s school student records or information therefrom upon the parent/guardian’s or students’ prior written consent; and

WHEREAS, Section 6(a)(13) of ISSRA contains an exception allowing the sharing of school student records and information contained therein between an elementary school district and a high school district that have attendance boundaries that overlap, pursuant to an intergovernmental agreement that allows the sharing of student records and information between the two districts; and

WHEREAS, District 99 and District 66 desire to share student records and information concerning students who have enrolled in both school districts, or who would be enrolled in both districts based on district attendance boundaries and whose parent(s) or guardian(s) have expressed that they intend to enroll in District 99, for the purpose of facilitating such students’ transfer to and success in high school.

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. **Sharing of Student Data.** Both parties agree to the voluntary sharing of student information between District 99 and District 66 for the purpose of facilitating such students' transfer to and success in high school and for the purposes of improving future transitions and instruction.

2. **Data to Be Shared.** The Parties will meet and confer each year to determine what data elements will be shared. These data elements will be memorialized in writing and attached as an addendum to this Agreement. A template addendum is attached as Exhibit 1. Each district has sole discretion to decide what records, if any, will be shared with the other district pursuant to this Agreement.

3. **Limitation of Use of Student Information.** The student information disclosed by the Parties to one another may only be used for purposes set forth in this IGA. The Parties will not knowingly re-disclose student information to any persons or entities other than the Parties; and the Parties will enact reasonable policies and procedures, which the other Party may monitor or may audit upon request, to prevent such re-disclosure.

4. **Destruction of Student Information.** The Parties shall periodically confer and review together whether certain student information shared or exchanged under this Agreement continues to be needed. Thereafter, each Party shall destroy student information in accordance with an 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.

5. **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.

6. **Compliance with Laws.** The Parties will comply with all applicable laws and regulations concerning the performance of their obligations under this Agreement, including, but not limited to, ISSRA, the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and the Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/1 et seq.

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

8. **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 DuPage County of the State of Illinois.

9. **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.

10. **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.

11. **Term of Agreement.** This Agreement shall remain in effect for five (5) years after the Effective Date, unless it is first terminated upon 30 days' advance written notice by either Party. The Parties will meet prior to the end of this Agreement and shall determine whether to extend the Agreement, any such extension to be memorialized in writing. Paragraphs 3 and 4 shall, however, survive beyond termination of this Agreement.

12. **Effective Date.** This Agreement will become effective on the date it is signed by both Parties.

WHEREFORE, the Parties have executed this Intergovernmental Agreement this 8th day of April.

Board of Education of Community
High School District 99

Board of Education of Center Cass
School District 66

By: _____

By: _____

Date:

Date: April 8, 2026

EXHIBIT 1

Data Sharing Elements

For the 2026-2030 school year(s), District 66 will provide the following data elements to District 99 for the purposes set forth in the IGA entered into between the parties.