



# Illinois State Board of Education

100 North First Street • Springfield, Illinois 62777-0001  
www.isbe.net

**Darren Reisberg**  
*Chair of the Board*

**Dr. Carmen I. Ayala**  
*State Superintendent of Education*

District hereby grants the Illinois State Board of Education ("ISBE") permission to directly access Restricted-Use Data resulting from its local standardized assessments which may include the Northwest Evaluation Association ("NWEA"), AIMSweb ("AIMS"), Renaissance Star or other Type 1 assessment, administered from the 2014-2015 school year through the 2020-2021 school year, or earliest subsequent school year for which Restricted-Use Data are available, and every subsequent year until this authorization is terminated or modified in writing by District. This permission shall be in effect from the date the data are uploaded into ISBE's data system until terminated in writing by District.

1. District agrees to make available to ISBE the Restricted-Use Data for the sole, limited purpose of allowing ISBE to conduct a study that examines the impact of COVID-19 and evaluate the effect of mandatory suspension of in-person instruction on student learning (hereafter, "Research Project"). To the extent required to support its instructional programs and activities, District agrees to make available the Restricted-Use Data through ISBE's Student Information System ("SIS") data warehouse which District will upload via the "[send ISBE a file](#)" data delivery mechanism. ISBE seeks to obtain Restricted Use-Data which will include the following data elements: State-assigned student ID, gender, race/ethnicity, age by year, grade by year, FRLP eligibility indicator (Y/N) by year, EL status (Y/N) by year, IEP status indicator (Y/N) by year, fall/winter/spring assessment name and scores by year, school attended (RCTDS) by year.

2. ISBE agrees to use the Restricted-Use Data only as authorized pursuant to this License. Any act by ISBE that involves a use beyond that set forth herein shall be deemed in its entirety to be a prohibited use of the Restricted-Use Data.

3. ISBE will restrict access to Restricted-Use Data to only those ISBE authorized users required to access the Restricted-Use Data for purposes of the Research Project ("ISBE Agents"). ISBE will not provide Restricted-Use Data to anyone other than ISBE Agents.

4. In no event will ISBE (including its officials, employees, contractors, subcontractors or agents) be liable or responsible for any direct, indirect, special, incidental, punitive, consequential or other damages whatsoever (including amounts representing loss of profits, business revenue, use, data or other economic advantage) in connection with, or arising out of, or related to this License, regardless of the theory of liability, whether for breach or in tort (including negligence), even if ISBE may have been previously advised of the possibility of such damage.

5. District acknowledges that it has the necessary authority to give this permission to ISBE and that District will record this re-disclosure and include it in a Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g), annual notification to parents.