

**INTERGOVERNMENTAL AGREEMENT CONCERNING STUDENT RECORD  
INFORMATION**

This Intergovernmental Agreement Concerning Student Record Information (hereinafter “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Board of Education of Fenton Community High School District 100 (hereinafter referred to as the “High School”) and the Board of Education of Wood Dale School District 7 (hereinafter referred to as the “Elementary School”).

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* permits school districts to enter into intergovernmental agreements to exercise and enjoy jointly any power or function in any manner not prohibited by law or ordinance;

**WHEREAS**, the Illinois School Student Records Act was amended by Public Act 102-0557 to allow elementary school districts and high school districts with overlapping attendance boundaries to enter into an intergovernmental agreement to share student records and student information without obtaining parental or student consent; and

**WHEREAS**, the Elementary School and High School desire to share student information to enhance educational opportunities for students within their attendance boundaries.

**NOW THEREFORE**, the High School and the Elementary School hereby agree to share certain student records and information:

1. **Students to Whom This Agreement Applies.** This Agreement applies to any student who has been or would be enrolled in both the High School and the Elementary School based on district attendance boundaries, and whose parent or guardian has expressed in writing that the student intends to enroll or has enrolled in the High School.
2. **Voluntary Sharing of Information.** The sharing of student information under this Agreement is voluntary and at the discretion of the High School and Elementary School.
3. **Student Information That May Be Shared.** The following student records or other student information may be shared, to the same extent that such student information would be shared among schools in a unit school district:
  - A. **Academic Data:** The Elementary School and the High School may share written or verbal student information about the academic progress and needs of a student to whom this Agreement applies to assist the High School in meeting the educational needs of the student and to assist the Elementary School with the review and assessment of the effectiveness of its educational programming.
  - B. **Special Education and Disability Related Student Information:** The Elementary School and the High School may share written or verbal information about the special education needs, planning, services, accommodations, modifications, placement, and Individualized Education Program or Section 504 Plan for a student to whom this

Agreement applies, to assist the High School in meeting the student's individualized educational needs.

- C. Significant Disciplinary Incidents or Behavioral Concerns: The Elementary School and the High School may share written or verbal information about any significant incident for which discipline was imposed by the Elementary School on a student to whom this Agreement applies or about behavioral concerns for a student to whom this Agreement applies to assist the High School in providing appropriate behavioral supports to the student.
- D. Social-Emotional Considerations: The Elementary School and the High School may share written and verbal information about the social emotional needs of a student to whom this Agreement applies, or about trauma experienced by a student to whom this Agreement applies, to assist the High School in addressing and supporting the student's social-emotional needs.

4. **Limitations on Sharing of Student Information.** The following limitations apply to the sharing of student information to protect the privacy of students to whom this Agreement applies:

- A. Relevant Information: Student information shared must be of clear relevance to the education of the student and the student's enrollment in the High School.
- B. School Officials: Student information will be shared only with High School employees who have a demonstrable educational or administrative interest in the student, in furtherance of such interest.
- C. Protection Against Unauthorized Disclosure: The High School and the Elementary School shall take all reasonable measures to prevent unauthorized access to or dissemination of student records and student information shared pursuant to this Agreement.
- D. Privileged and Confidential Communications: Information communicated by a student in confidence to a school social worker, school psychologist or school counselor shall not be disclosed pursuant to this Agreement.
- E. Limitation on Use of Student Information: The student records and information disclosed pursuant to this Agreement may be used only for the purposes set forth in this Agreement.

5. **Record of Release.** A record of release of information pursuant to this Agreement shall be made and kept as a part of the Student's record pursuant to 105 ILCS 10/6(c).

6. **Destruction of Student Records.** The Parties periodically shall 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 and state and federal law, 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.

ELEMENTARY SCHOOL:

Wood Dale School District 7

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Signature of Superintendent

HIGH SCHOOL

Fenton Community High School District 100

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Signature of Superintendent

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