



CECIDS

Chicago Early Childhood
Integrated Data System

DATA GOVERNANCE OVERVIEW

May 2022

1. Introduction

For the Chicago Early Childhood Integrated Data System (CECIDS) to produce the desired impact, the system needs a governance structure that can support the ongoing use of integrated data across all available systems for publicly funded early childhood and care (ECEC) in Chicago. The success of the CECIDS will require a continued focus on the collective benefit of data integration and utilization, and the value to the entire system of having broad participation from all entities responsible for the administration of ECEC data (referred to as “Data Governors” in this data governance model). It will also require a design that supports collaboration among Data Governors so each entity is advancing its own mission while contributing to CECIDS’ overall success.

The governance model for the CECIDS is guided by a set of overarching guiding principles and goals, as set forth in Section 2. These guiding principles and goals are incorporated into the Agreement for the Governance of the CECIDS (Governance Agreement), described in Section 3, among all Data Governors that serves as the chartering document for the CECIDS governance framework. The second key governance agreement is the Data Contributor and Participation Agreement (DCPA), described in Section 4, between each Data Governor and Northern Illinois University (NIU), serving as the Technical Administrator of the CECIDS. Please note this overview provides a summary of the Governance Agreement and DCPA and readers should review the full text of both agreements to understand their full terms and parameters.

While the governance plan is created specifically for CECIDS, it is intended to serve as a model for early childhood data collaboratives across the State of Illinois. The governance agreements can serve as templates for replication for other regions also seeking to develop a local-state partnership for robust integration and analysis of ECEC data.

2. Data Governance Guiding Principles and Goals

The overarching goal of the CECIDS is to improve ECEC services to children and families in Chicago. In striving to advance this overarching goal, the Early Childhood Data Infrastructure Launch Committee has informed the development of the guiding principles in Figure 1 for the CECIDS governance system. These guiding principles have in turn shaped more specific goal statements for the governance framework set forth in Figure 2. Together, the guiding principles and goals frame and inform the leadership structure and governance model in the Governance Agreement, and the relationship between NIU and each Data Governor through the DCPA.

FIGURE 1: CECIDS GUIDING PRINCIPLES

As Chicago institutions and entities committed to using data to achieve better early childhood outcomes we agree to the following guiding principles that describe the human capital, commitment, and effort it takes to translate the data into meaningful policy and practice change.

- Pursue greater visibility into the needs and experiences of **all children** birth through five in Chicago.
- Use data as a powerful tool to achieve **more equitable outcomes** for children, and more equitable distribution of resources where they are needed most.
- Ensure that the **voices of communities and families** are integrated into the effort throughout, from informing the measures selected, the collection of data, to ~~co~~-creation of a research agendas, to governance, to usage.
- **Build trust** in a data governance model with well-defined roles and decision-making protocols, as well as clear and transparent processes for ingesting, analyzing, and sharing data with stakeholders.
- Ensure data are made available to **all early childhood stakeholders**, including families, program administrators, funders, advocates and policy-makers, in ways that are most valuable to them.
- Establish a clear and transparent delineation of what data, statistics, and findings can be **shared publicly** to the extent allowable under state and federal law.
- Leverage the latest technology to allow **greater real-time access** to data across the system in forms that are accessible and actionable.
- **Build data literacy** and analytic capacity, at all levels, to contextualize information and identify root causes of inequities.
- Promote use of data for **continuous quality improvement** to track outcomes and achieve goals and support policy and practice priorities

FIGURE 2: GOALS FOR CECIDS GOVERNANCE FRAMEWORK

1. Gaining **greater visibility into the needs and outcomes** of children across Chicago participating in ECEC programs and services.
2. Establishing a **common technology platform using industry-leading technologies** for efficient, timely analysis and reporting of integrated ECEC data addressing the Guiding Principles and involving multiple Data Governors.
3. **Leveraging enhancements to state-level early childhood data systems** through the Illinois Longitudinal Data System (“ILDS”).
4. **Building on the successes of the data warehouse** recently developed by DFSS, and recent improvements in data integration between CPS and DFSS.
5. Developing and administering a CECIDS that provides:
 - i. **Analyses and public reporting** aligned to the use cases developed by the DFSS data warehouse launch committee and other needs identified by the Data Governors and other ECEC stakeholders;
 - ii. Access to **data supporting management and oversight of ECEC programs** by Data Governors;
 - iii. Access to **data supporting ECEC administration, policy-making, and investment monitoring** by city and state agencies, system administrators, program managers, and funders;
 - iv. Information for **site-level operational supports** and **federal and state ECEC reporting needs**; and
 - v. Access to **data useful for ECEC analytics, research, and evaluation**.

3. Governance Agreement

The Governance Agreement serves as the chartering agreement for the CECIDS among the following “Data Governors”: (i) the City of Chicago, on behalf of the Department of Family and Support Services and the Mayor’s Office; (ii) Chicago Public Schools; (iii) the Illinois Network of Child Care Resource and Referral Agencies (INCCRRA), on behalf of its Birth to Five Illinois department; and (iv) each recipient of Head Start funding in the City of Chicago, other than DFSS (Head Start Recipients). The Governance Agreement codifies the guiding principles and goals described above. It also:

- Establishes an Executive Committee to govern and oversee the CECIDS;
- Provides for the designation of the Technical Administrator to provide technical capacity and infrastructure for the CECIDS, with Northern Illinois University (NIU) identified as the initial Technical Administrator; and
- Commits the parties to participate in the governance of the CECIDS in accordance with the Governance Agreement.

The Executive Committee is comprised of two tiers of membership: a Data Governors Tier and a Stakeholders Tier. (See **Figure 3**, Executive Committee Structure.) The Executive Committee has three Co-Chairs: the Mayor’s Office representative, a representative from among the Head Start Recipients, and an at-large member appointed jointly by all Data Governors. The Data Governors Tier includes CPS, DFSS, a representative of Birth to Five Illinois appointed by INCCRRA, and Head Start Recipients that have entered into a DCPA with NIU. Under the Governance Agreement, the Data Governors Tier is responsible for:

- Overseeing the Technical Administrator;
- Determining the technical scope and budget (with the caveat that the Governance Agreement does not commit any party to make expenditures in support of the CECIDS);
- Determining standards and business rules for the operation of the CECIDS and procedures for data access and use;
- Making final decisions on data products and use cases, with consideration given to the input of the full Executive Committee; and
- Determining procedures for the review and comment on any research, report, or analysis of CECIDS data prior to publication.

The Stakeholders Tier members, together with the Data Governors Tier, are responsible for:

- Overseeing the incorporation of the guiding principles and goals in the CECIDS’ development and administration;
- Recommending priorities for use cases and data products;
- Overseeing stakeholder engagement processes;
- Developing, advancing, and managing a research agenda; and
- Proposing new members of the Stakeholders Tier.

In addition, the Co-Chairs are empowered to establish standing or ad hoc work groups to advise and support the CECIDS. The Governance Agreement specifically calls for three work groups: one addressing the technical operations of the CECIDS; one to develop, advance, and manage an ECEC research agenda; and one for stakeholder engagement.

Finally, the Governance Agreement establishes certain obligations and rights of Data Governors with respect to their participation in the CECIDS. Data Governors are expected to align

FIGURE 3: EXECUTIVE COMMITTEE STRUCTURE

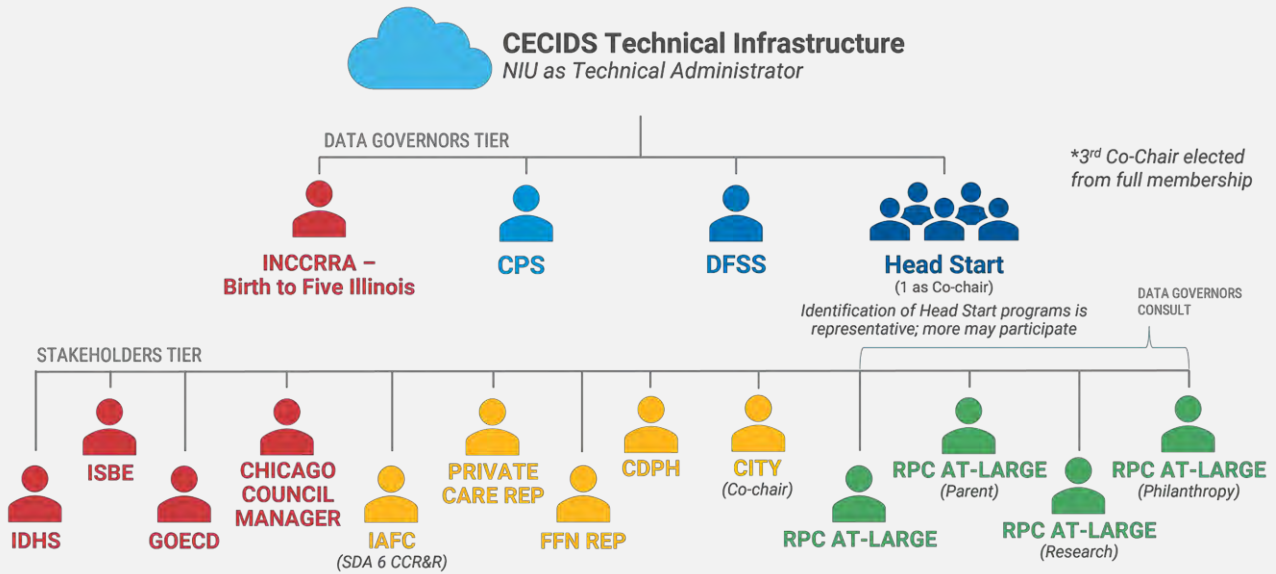


FIGURE 4: CECIDS GOVERNANCE ROLES AND RESPONSIBILITIES

Roles	Responsibilities	Anticipated Meeting Frequency
Co-Chairs	While not specified in the Governance Agreement, the Co-Chairs are anticipated to shape the agenda for meetings of the Data Governors and of the full Executive Committee, establish and oversee work groups as needed, and steer the overall direction of the CECIDS	While not specified in the Governance Agreement, anticipated to meet monthly
Data Governors Tier Members	Responsibilities described in Section IV.B of Governance Agreement and summarized above in this document	While not specified in the Governance Agreement, anticipated to meet monthly except for months of full Executive Committee meetings
Stakeholders Tier Members	Responsibilities described in Section IV.C of Governance Agreement and summarized above in this document	At least two full Executive Committee meetings each year per Governance Agreement; anticipate quarterly for at least first year
Work Group Members	Based on the charge to the Work Group established by the Co-Chairs	As designated by Co-Chairs

coordinate data initiatives with the CECIDS, participate in the Executive Committee and work groups, (except for INCCRRA) enter into a DCPA with the Technical Administrator, and adhere to standards and processes approved by the Data Governors Tier. The Governance Agreement

establishes the rights of Data Governors to determine what information is provided to CECIDS, determine access to their own data in accordance with the DCPA, review and provide comment on any publication involving the Data Governor's data, and to require the destruction of data within the CECIDS if the data are used in a manner that violates the Governance Agreement or applicable law.

4. Data Contributor and Participation Agreement

The Data Contributor and Participation Agreement (DCPA) is the legal vehicle through which each Data Governor agrees to provide data to NIU, as the CECIDS Technical Administrator, and its subcontractors, including Third Sector Intelligence, in support of the CECIDS. By addressing the use of data for multiple ECEC use cases, the DCPA provides for a streamlined contracting process as opposed to requiring separate contracts for every potential use. The DCPA also empowers Data Governors to participate as collaborators in evaluation activities and to access their own data to analyze ECEC programs and outcomes. The DCPA is structured to comply with FERPA requirements applicable to the evaluation of education programs (including ECEC programs),¹ and addresses the privacy, security, and confidentiality requirements that apply to all data provided for CECIDS purposes.

The key provisions of the standard CECIDS DCPA are summarized in Figure 5. In addition, Figure 6 describes the data types and permitted uses under the DCPA. Finally, Figure 7 summarizes the data utilization and access provisions of the DCPA.

¹ CECIDS data disclosures rely on the FERPA exception to parental consent for disclosures to "authorized representatives" of "state or local educational authorities" in connection with "an audit or evaluation of Federal or State supported education programs." 34 CFR 99.31(a)(3) and 99.35. The U.S. Department of Education, through its Privacy Technical Assistance Center (PTAC), [published guidance](#) in 2017 clarifying that education authorities can apply the audit and evaluation exception to participate in an integrated data system (IDS) to facilitate future evaluations of federal- or state-supported education programs. The Department broadly interprets "evaluation" to "include all manners of studies, assessments, measurements, appraisals, research, and other efforts, including analyses of statistical or numerical data derived from education records." 73 Fed. Reg. 15586. Likewise, the definition of "education program" is broad, and includes all types of early childhood and K-12 programs. 34 CFR 99.3.

FIGURE 5: KEY PROVISIONS OF THE DCPA

Section III, Data Contribution and Utilization. Section III is the primary section of the Agreement describing what data will be provided by the Data Governor, and how that data can be used.

- A. Designation of Authorized Representative:** This subsection addresses the FERPA requirement that the Agreement must designate NIU and other “Technical Affiliates” (i.e., NIU’s subcontractors supporting CECIDS) as the Data Governor’s authorized representative for purposes of this Agreement.
- B. Subcontractors:** This subsection authorizes NIU to utilize subcontractors, and ensures they are also required to comply with all obligations relating to data protection, privacy, security, dissemination, and compliance.
- C. Data Governor Submissions:** This subsection and the related Exhibit 4 specify the data the Data Governor will provide, with flexibility to allow future changes to the dataset to be approved by an authorized official. It also addresses that it is the Data Governor’s responsibility to ensure that it is complying with requirements of law when disclosing data to the CECIDS.
- D. Data Utilization and Access Authorizations:** This subsection, along with its related Exhibit 5, controls the rights of access to data that the Data Governor has provided to CECIDS. The provisions of this Subsection D and Exhibit 5 of the DCPA are described in more detail in Figures 6 and 7, below. All individuals accessing sensitive information under the Agreement must execute a security pledge committing them to protect and maintain the confidentiality of sensitive information.

Section IV, Data Security, Compliance, and Confidentiality. Section IV and the related Exhibit 6 detail how the Data Governor’s data and other confidential information will be protected. The Agreement includes a detailed “Security Program” in Exhibit 6 describing the protection of all sensitive information, including security protocols addressing issues such as authentication, data storage, data encryption, and device security. NIU and its subcontractors must follow this Exhibit and all requirements of law applicable to data protection, including FERPA. This Section also describes the parties’ mutual obligations to protect each other’s confidential information.

Section V, Disclaimer; Proprietary Rights; Insurance. Section V includes standard contractual protections for NIU and its subcontractors relating to the CECIDS. This Section describes that NIU and its subcontractors will maintain proprietary rights in the technical system maintaining the data, although the Data Governor retains all ownership rights in its own data. Finally, both the Data Governor and NIU agree to provide appropriate levels of insurance to protect against claims that may arise under the Agreement.

Section VI, Term and Termination. The Agreement is for a term aligned to the Governance Agreement (i.e., through December 2026, with provisions for renewal). Either party may terminate the agreement without cause, providing NIU protection in the event funding is not available for the CECIDS and enabling the Data Governor to leave CECIDS if it is not deriving value from participation. In addition, the Data Governor can terminate the agreement for cause. Once the agreement ends, all of the Data Governor’s sensitive information will be destroyed in accordance with FERPA (subject to the limited right of continued use for projects that are underway).

FIGURE 6: DATA TYPES & USES UNDER THE DCPA

Data Type	Definition	Uses
Personally Identifiable Information (Level 1)	Information that can be used, on its own or in combination with other available data, to trace the identity of an individual person and includes, but is not limited to, names, addresses, birthdates, social security numbers, Federal Identification Numbers, and direct personal identifiers used by a Data Governor for administrative purposes.	<ul style="list-style-type: none"> • Technical Affiliates data management and processing • Data Governor Core Program Data (see Figure 6 for definition) • Data Governor Enhanced Program Data (see Figure 6 for definition)
Pseudonymous Data (Level 2)	Data on individuals that are encrypted and are assigned a pseudonym identifier in the System, and do not include name, social security numbers, or any government-issued identification numbers, but may include other information such as demographic information and birthdates that facilitate valid research and analytics.	<ul style="list-style-type: none"> • Research and evaluation pursuant to a data access agreement • Development of comparison groups
Aggregate Sensitive Information (Level 3)	Information in aggregate form but includes Sensitive or proprietary information intended for access or release only on a “need-to-know” basis	<ul style="list-style-type: none"> • Access-controlled dashboards in the System environment
Non-Sensitive Information (Level 4)	Information must be “Disclosure-Proofed” (does not contain any Sensitive Information, and does not allow the re-identification or reasonably potential inference of the identity of any individual therein, even when combined with other available data); must be classified as Non-Sensitive Information by action of the Data Governors Tier in accordance with the CECIDS Governance Agreement.	<ul style="list-style-type: none"> • Public dashboards • Public use files

FIGURE 7: DATA UTILIZATION AND ACCESS PROVISIONS OF THE DCPA

Authorized by DCPA	Technical Affiliates Access (III.D.2)	<ul style="list-style-type: none"> For data management, processing, administration, facilitating authorized purposes Use Pseudonymous Data (Level 2) in lieu of PII (Level 1) whenever feasible Strictly limited to those who need it; required Security Pledges; audit log of access
	Data Governor Core Program Data (III.D.3.a; Exhibit 5)	<ul style="list-style-type: none"> PII on children, families, and staff participating in ECEC programs administered by the Data Governor (DG) Only authorized employees and representatives; must execute a Security Pledge
	Data Governor Enhanced Program Data (III.D.3.a; Exhibit 5)	<ul style="list-style-type: none"> PII on ECEC Services received prior to enrollment in the DG’s programs, or concurrent or post-enrollment ECEC services and education Only authorized employees and representatives; must execute a Security Pledge; only within the System unless the Data Governors Tier authorized export
	Anonymous Comparison Groups (III.D.3.a; Exhibit 5)	<ul style="list-style-type: none"> Pseudonymized data (Level 2) stripped of all information that identifies a particular Data Governor or program site; solely for comparative evaluations Only employees or authorized representatives of a Data Governor, or a contractual evaluator Only accessed within the System; third party evaluators must have a data access agreement in a form approved through CECIDS governance
Requires Approval Through Affirmative Vote of Data Governors Tier Under the Governance Agreement	Access-Controlled Aggregate ECEC Information Dashboards	<ul style="list-style-type: none"> Dashboards including aggregate Sensitive Information (Level 3) combined with Non-sensitive information (Level 4) for purposes of ECEC policy development, program management, and oversight Only organizational members of the Executive Committee and other organizations approved by the Executive Committee; Data Governors Tier must approve content; dashboards hosted in the environment unless Data Governors Tier approves external hosting
	Non-Sensitive Information	<ul style="list-style-type: none"> Must be classified as such in accordance with policy approved by the Data Governors Tier Must be Disclosure-Proofed (Level 4), and then can be made publicly available
Requires Approval of Each Data Governor Providing Data	Projects Other than Pre-Authorized Uses Requiring Sensitive Information	<ul style="list-style-type: none"> Entities that are not a part of CECIDS governance must have a data access agreement Must only use aggregate (Level 3) or Pseudonymized (Level 2) data and only in the System environment unless the DG approves an exception; electronic registry of all access; no data published unless fully Disclosure-Proofed (Level 4)

RELATED TERMS

Security Pledge: A pledge executed by any individual with access to Sensitive Information where the individual agrees to (i) maintain the confidentiality of the information, (ii) protect it from unauthorized disclosure and use, (iii) abide by all System requirements relating to data security and confidentiality, and (iv) immediately report any known incident threatening the security and confidentiality of the information.

Data Access Agreement: An agreement for third party data access meeting the requirements of FERPA and other requirements specified by the Data Governors Tier. Data Access Agreements must be approved by each DG providing data for the agreement.