

**Washington Guaranteed Admissions Program (WAGAP)
DATA SHARING AGREEMENT**

BETWEEN

[] a Washington public school district, charter school, state-tribal compact school or private school organized and operating under Title 28A of the Revised Code of Washington (hereinafter referred to as School)

AND

Central Washington University, Eastern Washington University, The Evergreen State College, the University of Washington Tacoma, Washington State University and Western Washington University, public, baccalaureate institutions of the State of Washington, operating under Title 28B of the Revised Code of Washington (hereinafter referred to as Institutions)

THIS DATA SHARING AGREEMENT (DSA) between School and Institutions (collectively “Parties”), is entered into pursuant to the Washington Guaranteed Admissions Program executed by the Parties effective [Date], relevant state and federal statutes and related regulations.

1. PURPOSE, AUTHORITY AND RECITALS

- a. Establish conditions, requirements and necessary safeguards to ensure the information security and privacy of all data provided and received under this DSA.
- b. Protect against unauthorized access to and disclosure of student Personally Identifiable Information (“PII”) as outlined in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and in 34 C.F.R. §99.3;
- c. Enhance School’s ability to improve academic achievement for School students by providing Institutions access to individual student records, including PII, consistent with the requirements of the FERPA; and
- d. Establish the terms and conditions for sharing School-data and student PII.

2. PERIOD OF AGREEMENT

This DSA shall commence on **the date of execution** and remain in force through **June 30, 2026**, unless terminated sooner or extended as provided herein. If specified within the language of the provision or required by law, provisions of this DSA may survive the termination of this DSA. The DSA may be extended by mutual agreement of the parties in writing.

3. STANDARD OF CARE

- a. Both entities agree, understand, and respect the fundamental privacy rights vested in individuals, associated with the School data connected with the purpose of this DSA. Institutions shall have, as general duties, the obligations to: exercise due care and take commercially best efforts to protect such individual privacy rights.

- b. Institutions represent and warrant that, with regard to confidentiality, availability, and integrity of School data, and safeguarding the privacy rights of individuals identified within School data, data storage and handling of School data in connection with the purpose of this DSA shall be undertaken in compliance with current OCIO standards, policy and best practices. Such standards, policies and best practices can be found at: <https://ocio.wa.gov/policies>

4. DESCRIPTION OF DATA TO BE SHARED

School data submitted to Institutions shall include the following data variables for data subjects.

- a. School CEEB Code
- b. First Name
- c. Last Name
- d. Date of Birth
- e. Grade Level
- f. Email(s) on record (school, personal) for student and parent/guardian
- g. Mailing Address
- h. Unweighted cumulative GPA
- i. Completion of College Academic Distribution Requirements

*Email(s) on record includes both a student's school email and personal email

Institution data submitted to Schools shall include the following data variables for data subjects.

- a. First Name
- b. Last Name
- c. Application status (guaranteed admission eligibility, applicant, admit, denied, confirmation, deposit and enrollment)

5. CONSENT

School recognizes that 34 C.F.R. 99.30 requires prior written consent of the data subject prior to the release of PII from student's educational records. School shall not release PII to Institutions without prior written consent of the parent/guardian or student (if student is at least 18 years old) except in cases that constitute exceptions to the consent requirements of the FERPA. School are responsible for obtaining a written consent form that specifies the records that may be disclosed, the purpose of the disclosure, and to whom the disclosures will

be made.

6. CONTRACTORS PERFORMING INSTITUTIONAL SERVICES

An exception to the consent requirement described in Section 5 is provided for in 34 C.F.R. 99.31(a)(1)(i) for a contractor that performs an institutional service or function for which School would otherwise use employees. If School considers Institutions to be serving as a “school official” with legitimate educational interests performing an institutional service or function for which School would otherwise use employees within the meaning of 34 C.F.R. 99.31(a)(1)(i), then School may disclose PII from education records of students, without the consent required under 34 C.F.R. 99.30.

7. DATA SHARING

School will provide Institutions with access to data as identified in this DSA beginning on or around the execution date of this DSA. Data will not be provided to Institutions until this DSA is signed by both Parties and if required, until proof of parental/guardian or adult student consent is provided by School, or a letter provided by the School designating the Institutions as “school officials”.

Institutions will provide Schools with access to data as identified in this DSA. Data will not be provided to Schools until this DSA is signed by both Parties and if required, until proof of adult student consent is provided by Institution.

8. RESPONSIBILITIES OF SCHOOL DISTRICT

School will provide three audited sets of data at the end of each high school term for data subjects as identified in this DSA in compliance with the FERPA, 20 U.S.C. § 1232g and in 34 C.F.R. §99.3.

- a. A data set for data subjects that meet the following: (1) A cumulative GPA of 3.0 or higher and (2) in the 12th grade.
- b. A data set for data subjects in the 11th grade.

9. RESPONSIBILITIES OF INSTITUTIONS

In order to ensure the confidentiality of data subject data shared pursuant to this DSA, Institutions shall:

- a. Strictly comply with all state and federal laws that govern the use and release of student data, including FERPA and its regulations, as set forth at 34 C.F.R. §99.
- b. Restrict access to the data to only (i) the person or persons who provide

- direct services to School students; or (ii) the person or persons within the Institution's organization who are responsible for analyzing the data;
- c. Designate in writing a single authorized representative who will be responsible for requesting data under this DSA. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of data requested and received under this DSA, including confirmation of any project completion and return or destruction of data as required by this DSA;
 - d. Not release or reveal, either directly or indirectly, the data to any individual, entity, agency, or third party not a party to this DSA, unless such disclosure is required by law or court order;
 - e. Not use data shared under this DSA for any purpose other than the overriding goals outlined in this DSA. Nothing in this DSA shall be construed to allow Institutions to access additional School data that is not included in the scope of this DSA;
 - f. Maintain all data obtained under this DSA in a secure computer environment and not copy, reproduce, or transmit data obtained except as necessary to fulfill the overriding goals of this DSA. All copies of data, including any modifications or additions to data that contains information regarding data subjects, are subject to the provisions of this DSA in the same manner as the original data obtained;
 - g. Take reasonable administrative, physical, and technical security precautions to protect against unauthorized access and disclosure of data shared pursuant to this DSA. Reasonable security precautions may include, but are not limited to:
 - i. Implementing industry standard identification and authentication practices to gain access to the systems and data;
 - ii. Encrypting all data stored on mobile computers and devices , and wherever the data resides;
 - iii. Encrypting data during transmission;
 - iv. Requiring users to be uniquely identified and authenticated before accessing data;
 - v. Establishing defined data security roles, which limit users' access to only the data necessary for them to perform their job functions;
 - vi. Securing access to any physical areas or electronic devices where data is stored;
 - vii. Implementing industry standard network protection, intrusion, and detection practices to prevent unauthorized access to and from a private network;

- viii. Installing industry standard antivirus software to protect the network, systems, and user devices.
- h. Report in writing all known or suspected data breaches to School Report in writing all known or suspected data breaches to SCHOOL in accordance with RCW 42.56.590.
- i. Destroy or return all unenhanced data obtained pursuant to this DSA when it is no longer required or upon termination of this DSA.
- j. Institutions will document the methods used to destroy the unenhanced data, and upon request, provide School written certification that the unenhanced data has been destroyed.

10. OWNERSHIP OF DATA

All data shared by Schools pursuant to this DSA will remain the property of School. Institutions understand that nothing in this DSA conveys ownership of School data to Institutions.

All data shared Institutions pursuant to this DSA will remain the property of Institutions. Schools understand that nothing in this DSA conveys ownership of Institution data to Schools.

11. TERMINATION

This DSA may be terminated by either party upon five days' written notice delivered to the other party.

12. INDEMNIFICATION

Each party to this DSA will be responsible for its own acts or omissions and for those of its directors or trustees, officers, employees, agents, and volunteers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this DSA. Neither party to this DSA shall be considered the agent of the other party.

13. GOVERNING LAW AND VENUE

This DSA will be governed, construed, and enforced in accordance with the laws of the State of Washington, and venue of any suit between the parties arising out of this DSA will be in the Superior Court of the County, Washington of the Institutions involved in the suit.

14. ATTORNEY FEES AND COSTS

If any legal proceeding is brought for the enforcement of this DSA, or because of a dispute, breach, default, or misrepresentation in connection with any of its provisions, each party shall bear the cost of its own attorneys' fees and other legal expenses.

15. NONDISCRIMINATION

Discrimination on the basis of race, color, religion, national origin, sex, age, veteran status, and disability is prohibited by federal statute. In addition, Washington State law prohibits discrimination based on marital status, creed, sexual orientation, gender identity and expression, and the use of a trained guide dog or service animal by a disabled person. An Institution’s policy likewise prohibits discrimination based on these protected characteristics. The Institutions are committed to providing equal employment opportunity and prohibiting illegal discrimination in the recruitment and admission of students, the employment of faculty and staff and the operation of Institutions’ programs, activities and services.

The Parties agree not to discriminate against any client, employee, or applicant for employment or services in the performance of this contract on the basis of race, color, religion, creed, national origin, sex, gender identity or expression, age, sexual orientation, veteran status, marital status, disability and the use of a trained guide dog or service animal by a disabled person.

16. GENERAL PROVISIONS

- a. Notices. All official notices required under this DSA will be given in writing as follows:

School District	Institutions
<p>NAME</p> <p>ADDRESS</p>	<p>Margaret Ortega Central Washington University 400 E. University Way Ellensburg, WA 98926</p> <p>Jens Larson Eastern Washington University 326 6th Street Cheney, WA 99004</p> <p>John Reed The Evergreen State College 2700 Evergreen Parkway NW Olympia, WA 98505</p>

	<p>Shannon Carr University of Washington Tacoma 1900 Commerce Street Tacoma, WA 98402-3100</p> <p>Saichi Oba Washington State University Lighty Student Services Building Pullman, WA 99164-1067</p> <p>Shelli Soto Western Washington University 516 High Street Bellingham, WA 98225</p>
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- b. Entire Agreement. This DSA constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this DSA. No other understandings, oral or otherwise, regarding the subject matter of this DSA will be deemed to exist or to bind any of the Parties hereto.
- c. Modification. The Parties may modify this DSA only by a subsequent written amendment executed by the Parties. Any modification will be effective only if written, signed, and dated by the authorized representatives of each party and attached to this DSA.
- d. No Waiver. A failure by either party to exercise its rights under this DSA will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this DSA unless stated to be such in a writing signed by an authorized representative of the party and attached to this DSA.
- e. Assignment. The Parties may not assign this DSA or any interest herein, or delegate any of their duties hereunder, to any third party without the prior written consent of the other. Any attempted assignment or delegation without such consent will be null and void.
- f. No Third-Party Beneficiaries. This DSA is made and entered into for the sole benefit of School and Institutions. No third party will be deemed to have any rights under this DSA, and there are no third-party beneficiaries to this DSA.
- g. Headings. Headings in this DSA are included only for convenience and will not control or affect the meaning or construction of this DSA.

17. CONTACTS

ENTITY PROVIDING DATA: SCHOOL

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:		
Title:		
Department:		
Email:		
Telephone:		

ENTITY RECEIVING DATA: INSTITUTIONS

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	Margaret Ortega	Jonathon Henderson
Institution:	Central Washington University	Central Washington University
Title:	Vice President for Student Engagement and Success	Interim Executive Director
Department:	Office of Student Success	Institutional Effectiveness, Research, and Planning
Email:	Margaret.Ortega@cwu.edu	jonathon.henderson@cwu.edu
Telephone:	509-963-1515	509-963-2831

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	Jana Jaraysi	Boubacar Bouare
Institution:	Eastern Washington University	Eastern Washington University
Title:	Director of Admissions	Assoc. Director of Reporting and Data Analytics
Department:	Admissions	Admissions
Email:	<u>jjaraysi@ewu.edu</u>	<u>bbouare@ewu.edu</u>
Telephone:	509.359.2450	509.359.6449

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	John Reed	Lori Klatt
Title:	Interim Chief Enrollment Officer	Registrar
Department:	Admissions	Office of the Registrar
Email:	<u>John.Reed@Evergreen.edu</u>	<u>klattl@evergreen.edu</u>
Telephone:	360-867-6311	360-867-5185

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	Shannon Carr	Myria Stevens
Title:	Assistant Vice Chancellor for Enrollment Services	Associate Director
Department:	Enrollment Services	Office of Admissions
Email:	slcarr21@uw.edu	myriaw@uw.edu
Telephone:	253-692-4411	253-692-5726

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	Saichi Oba	Stephanie Kane
Title:	Vice Provost	Assistant Director
Department:	Office of Enrollment Management	Institutional Research
Email:	saichi.oba@wsu.edu	slkane@wsu.edu
Telephone:	509-335-9640	509-335-0085

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	Shelli Soto	John Krieg
Title:	Associate Vice President	Director
Department:	Enrollment Management	Office of Institutional Effectiveness
Email:	Shelli.soto@wwu.edu	kriegj@wwu.edu
Telephone:	360-650-2348	360-650-7405

18. SIGNATURES

The signatures below indicate agreement between the entities:

District/School

Institution



7/26/23

Signature _____ Date _____

Name:

Title:

District/School:

Signature _____ Date _____

Name: Margaret Ortega

Title: Vice President, Student Engagement & Success

Institution: Central Washington University



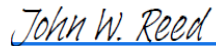
7/11/23

Signature _____ Date _____

Name: Annika Scharosch

Title: Associate Vice President, Civil Rights, Compliance & Enterprise Risk Management

Institution: Eastern Washington University



7/21/23

Signature _____ Date _____

Name: John Reed

Title: Chief Enrollment Officer

Institution: The Evergreen State College



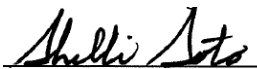
6/23/23

Signature Date
Name: Shannon Carr
Title: Assistant Vice Chancellor, Enrollment
Services
Institution: University of Washington Tacoma



7/5/23

Signature Date
Name: Saichi Oba
Title: Vice Provost, Enrollment Management
Institution: Washington State University



6/21/23

Signature Date
Name: Shelli Soto
Title: Associate Vice President, Enrollment
Management
Institution: Western Washington University