



DATA SHARING AGREEMENT

Between

STATE OF WASHINGTON OFFICE OF FINANCIAL MANAGEMENT, Education Research and Data Center
(hereinafter referred to as "OFM ERDC")

AND

Washington State University (hereinafter referred to as INSTITUTION)

This Data Sharing Agreement ("DSA") between OFM ERDC and INSTITUTION (collectively "PARTIES"), is entered into pursuant to the authority granted by Chapter 39.34 RCW.

This DSA has been reviewed by the individuals within OFM ERDC and INSTITUTION who are authorized to make decisions about the content herein, such as individuals who act in the role of IT Data Security Administrator.

1. PURPOSE OF THE DSA, CONTEXT FOR DATA SHARING

This DSA shall govern the access, use, storage, copying, creation, resulting derived data, and distribution of INSTITUTION DATA for Public Centralized Higher Education Enrollment System ("PCHEES") by OFM ERDC.

The Family Educational Rights and Privacy Act, 20 U.S.C.S. § 1232g, applies to State Educational Authorities (SEA). The Family Policy Compliance Office has interpreted the term "state and local educational authorities" to mean, an agency or other party with educational expertise and experience that is responsible for and authorized under State or local law to regulate, plan, coordinate, advise, supervise or evaluate elementary, secondary, or postsecondary education programs, services, agencies, or institutions in the State. ERDC is the only entity in WA state that was created for the sole purpose of collecting and using data for evaluation. Through enabling legislation, Washington State has granted ERDC broad authority with respect to collecting and using the educational data in such a manner that it meets the definition of a State Educational Authority.

Specifically, OFM Education and Research Data Center was established by legislation in 2007 and works with partner agencies to conduct analyses to inform the decision-making of Washington legislators, educational institutions, researchers, families, and students. See RCW 43.41.400. One such partnership is the PCHEES, in which higher education institutions are required to provide student and institutional data to the ERDC. That legislation also designated ERDC as an authorized representative of state educational agencies under applicable federal and state statutes for the purposes of accessing and compiling student record data for research purposes. State law requires that (a) public four-year institutions of higher education to work with the ERDC to develop data-sharing and research agreements, consistent with applicable security and confidentiality requirements, to facilitate the work of the center, and (b) the education data center shall make data from collaborative analyses available to the education agencies and institutions that contribute data to the education data center to the extent allowed by federal and state security and confidentiality requirements applicable to the data of each contributing agency or institution. See RCW 43.41.400(3).



PCHEES was built to provide data for Higher Education Enrollment Reports (HEER), Budget Driver Reports, and Public Higher Education Enrollment Projections published by OFM Forecasting Division. Ten years of enrollment data collected from public four-year post-secondary institutions in Washington on the tenth day of each academic term were stored in the original PCHEES database.

PCHEES was expanded to accept institutional submissions of data on student admissions, term enrollment outcomes, and degree completions. This expansion was undertaken to support the research and reporting needs of higher education institutions, the Higher Education Coordinating Board (HECB), and OFM's ERDC. The PCHEES database serves as the primary source for public four-year higher education data in the ERDC's Statewide Longitudinal Education Data System, an Integrated Data System (IDS), that links administrative data from multiple government agencies, to enable data from more than one government agency to be analyzed holistically to inform decisions.

Towards this end, this DSA defines a concrete measure for the required standard of care on matters of information privacy and security and establishes clear lines of accountability subject to:

- a. Data Sharing Agreement requirements under RCW 39.34.240;
- b. FERPA, 20 USC §1232g, as it applies to EDUCATION RECORDS of individual students held by either of Parties; and
- c. State of Washington, Office of the Chief Information Officer ("OCIO") Policy 141. 10.

The educational institutions contributing data under terms substantially similar to this Agreement include the Institutions stated in Exhibit 1.

2. DEFINITIONS

"AGREEMENT" means this Data Sharing Agreement, including the Exhibits to the Data Sharing Agreement which are incorporated by this reference in this Agreement. Data Sharing Agreement, DSA and Agreement are all used interchangeably.

"DATA STORAGE" refers to the location where data is maintained in a state of data at rest, which can include cloud-based storage, server-based storage on-site at a state agency or third-party contractor storing data on behalf of a state agency, local device storage (including on state workstation, and state personnel's PCs, and private mobile devices), and/or any other form of portable electronic storage media (including CDs, flash drives, portable hard drives, etc.).

"DIRECT IDENTIFIERS" refers to student's name or personal identifiers, such as the name of the individual, social security number, date of birth, or student number, name of the individual's parent(s) or other family member(s), address of the individual or individual's family, biometric record.

"EDUCATION PROGRAM" is defined as any program principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is administered by an educational agency or institution.

"EDUCATION RECORDS" are those records that are directly related to a student and are maintained by an educational agency or institution or by a party acting for the agency or institution. See FERPA regulations, 34 CFR §99.3.



“**FERPA**” means The Family Educational Rights and Privacy Act, 20 USC §1232g, which applies to EDUCATION RECORDS of individual students held by the Parties.

“**INSTITUTION DATA**” refers to data that are provided by INSTITUTION to OFM ERDC, pursuant to the PCHEES submission guide, and are maintained, accessed, stored, used, or analyzed by OFM ERDC for the purposes described in this DSA. INSTITUTION DATA includes but is not limited to EDUCATION RECORDS protected by FERPA.

“**PERSONALLY IDENTIFIABLE INFORMATION**” or “**PII**” is information or data that includes direct identifiers, indirect identifiers or other information, alone or in combination, which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

“**PRIVACY ADMINISTRATOR**” is the individual designated in this Agreement who is responsible for overseeing the privacy and security of the data provided hereunder.

“**STATE EDUCATIONAL AUTHORITY or SEA**” means an agency with educational expertise and experience that is responsible for and authorized under State law to regulate, plan, coordinate, advise, supervise and evaluate postsecondary education programs, services, agencies, and institutions in the State.

“**SUBCONTRACTOR**” means any person or entity appointed by or on behalf of OFM ERDC to carry out any portion of the Work, or in the alternative, any person or entity who is performing services, excluding technology hosting services with no data access, pursuant to a contract or data sharing agreement with OFM ERDC.

3. PERIOD OF AGREEMENT

This DSA shall commence **upon execution and remain in force for three years after the execution date**, with the option to extend for two additional one-year periods by amendment if the parties mutually agree. If specified within the language of the provision or required by law, provisions of this DSA may survive the termination of this agreement.

The Parties agree that they will review the terms and conditions of this DSA, the Exhibits to the DSA, and any then-current Addendum at least annually to ensure that the content is accurate. The term of any Addendum executed under this DSA will be stated therein. The expiration date of any Addendum may not exceed the then-current expiration date of this DSA.

4. STANDARD OF CARE

The Parties agree, understand, and respect the fundamental privacy rights vested in individuals, associated with the INSTITUTION DATA connected with the purpose of this DSA.

OFM ERDC shall have, as general duties, the obligations to: exercise due care and take commercially best efforts to protect such individual privacy rights.

OFM ERDC acknowledges that EDUCATION RECORDS are protected by the FERPA, and that other laws and regulations may also apply to protect EDUCATION RECORDS and INSTITUTION DATA.



OFM ERDC further represents and warrants that, with regard to confidentiality, security, and integrity of INSTITUTION DATA, safeguarding the privacy rights of individuals identified within INSTITUTION DATA, data security, data access security, DATA STORAGE, and handling of INSTITUTION 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/policy/securing-information-technology-assets>.

Unless and until required, for the purposes of litigation, public disclosure law, or other legal right regulating the disclosure of state records, INSTITUTION DATA shall be assumed by OFM ERDC to be confidential and treated as such.

5. DESCRIPTION OF DATA TO BE SHARED

INSTITUTION DATA submitted to PCHEES shall be in accordance with the PCHEES Data Submission Guide, a technical specification maintained by OFM ERDC, agreed upon by the Parties and published at the ERDC website (<https://erdc.wa.gov/data-resources/working-erdc-data>) which is incorporated by reference herein. Subject to superseding obligations of law and consistency with the mission of the INSTITUTION, OFM ERDC shall have the discretion and duty to update relevant technical specifications with regard to data submission, consistent with OFM ERDC's standard of care and the purpose of PCHEES.

6. GENERAL USE

The INSTITUTION shall disclose such INSTITUTION DATA to OFM ERDC as a State Educational Authority (i) in order for OFM's ERDC to analyze higher EDUCATION PROGRAMS and education issues across the P-20 system, consistent with the Purpose stated in Section 1, (ii) to provide data for other evaluations or analysis (iii) and for other purposes that OFM ERDC in its role as an SEA deems necessary to fulfil its obligations. OFM ERDC shall use only the minimum INSTITUTION DATA necessary to perform authorized research or tasks.

As permitted by FERPA and the restrictions outlined in this DSA, OFM ERDC may use INSTITUTION DATA disclosed by the INSTITUTION to perform tasks related to its obligations and any new legislative mandates, statutes or state budget provisos that direct OFM ERDC to conduct a study, share data, or create dashboards. OFM ERDC will provide notification about any legislative changes that will require additional uses of INSTITUTION DATA. As of the date of execution of this Agreement, OFM ERDC has identified its legislatively directed tasks as outlined in Exhibit 2.

7. DATA ACCESS

OFM ERDC represents and warrants that its access and use shall be by personnel who (a) are obligated to maintain confidentiality under applicable law or job expectations, and (b) are sufficiently trained and experienced to use reasonable care commensurate with state-of-the-art professional practices to comply with the obligations in this DSA. OFM ERDC shall ensure that there are appropriate personnel vetting processes, and appropriate policies and/or controls over activities as necessary to safeguard INSTITUTION DATA and a signed Confidentiality or Non-Disclosure Agreement is obtained from the personnel per this DSA and applicable law.



Data Access of redisclosed INSTITUTION DATA may be through SFT or through OFM granted system access into an OFM System housing the data - Education Data Enclave (EDE). The EDE is an OFM-managed secure data storage and processing environment where external/internal researchers could access record-level data to perform education research consistent with data sharing agreements. This environment is self-contained, so no data is (or be allowed to) exported - excepting data that has been reviewed by OFM staff for compliance of confidentiality requirements.

8. DATA ACCESS BY OFM SUBCONTRACTORS

Prior to the disclosure of INSTITUTION DATA to any SUBCONTRACTOR, OFM ERDC shall cause each SUBCONTRACTOR to execute an agreement with the OFM ERDC that includes terms and conditions which establish at least the same level of protection for INSTITUTION DATA as those set out in this DSA and applicable law. If a SUBCONTRACTOR fails to fulfill obligations under this DSA or applicable law, OFM ERDC shall remain fully liable to the INSTITUTION for the performance of that SUBCONTRACTOR's obligations.

9. DATA CLASSIFICATION

Pursuant to OCIO policy 141.10 § 4.2, Parties acknowledge that the subject of this Agreement may involve the sharing of information considered "Category 3 or Category 4," and that the purpose of this Agreement includes, but is not limited to, addressing the OCIO policy's requirements for data security and sharing.

10. DISCLOSURE OF OFM'S INFORMATION PRIVACY PRACTICES UPON REQUEST

OFM ERDC shall be required to provide to INSTITUTION, if requested in writing by INSTITUTION, a writing (or writings) current within the last 12 months that describes the present state of OFM ERDC's information privacy practices, including (but not by way of limitation) a summary of: how the use of INSTITUTION DATA by OFM ERDC in connection with the purpose of this DSA may impact individual privacy rights, privacy rights safeguards presently implemented by OFM ERDC, and what privacy control capabilities are available to individuals and others.

11. RE-DISCLOSURE PURSUANT TO DATA REQUESTS

The OFM ERDC shall only redisclose the minimum possible data for it and/or a receiving entity to comply with applicable law. Approved data requestors will receive record-level data sets that have PII removed and replaced with a research Identifier generated by OFM ERDC. Further, the OFM ERDC shall ensure that each redisclosure to a receiving entity shall be permitted under FERPA.

12. REDISCLOSURE AGREEMENTS

Prior to the redisclosure of INSTITUTION DATA under the Audit or Evaluation Exception and/or the Studies Exception of FERPA, ERDC shall ensure a valid data sharing agreement is in place that meets the requirements of 34 CFR §§ 99.31(a)(3), 99.31(a)(6)), and other applicable law, and includes the mandatory clauses set forth in Exhibit 3.

Category 3 and above data sharing that is not FERPA data will include the requirements as stated in Office of the Chief Information Officer Security Policy 141, as required by law.

All redisclosure data sharing agreements will also include the following:



- a. Terms and conditions establishing at least the same of level of protection for INSTITUTION DATA as this DSA, with particular attention given to a prohibition on further redisclosure or re-identification by a requestor except as required by law.
- b. An obligation to provide OFM ERDC and INSTITUTION with draft copy of any results, deliverables, outcomes and/or publications for review two weeks ahead of any publication, distribution or release.
- c. An attestation from the requestor that the INSTITUTION DATA will not be used for supplemental purposes and will not be shared with anyone (including publishers such as journals).
- d. An attestation from the requestor that they will not attempt to re-identify individuals in de-identified data.
- e. Restrictions related to management, use, disposal, and redisclosure of INSTITUTION DATA.

13. REDISCLOSURE NOTICE

On a quarterly basis, or as requested by the INSTITUTIONS on a collective basis for notice to be provided that is mutually agreed upon by both Parties, OFM ERDC will provide INSTITUTION a notice for all completed data requests.

The notice shall include the following at a minimum but may include additional details that are mutually agreed upon

1. A list of Names and organizations/entities/state agency of the requestor;
2. The stated study purpose(s);
3. The applicable research question(s);
4. The stated proposed study design;
5. Whether the requestor is utilizing outside funding for the study; and
6. To the extent possible, the location for accessing the requestor's final research.

OFM/ERDC will provide INSTITUTION with a written notification of the request using the template in Exhibit 2.

14. REDISCLOSURES REQUIRED BY LAW

OFM ERDC shall not publish, copy, or disclose INSTITUTION DATA connected with the purpose of this DSA to other parties, except as set forth herein or required by law. If OFM ERDC is served with any public records requests, subpoena, discovery request, court order, or other legal request or order that calls for disclosure of any INSTITUTION DATA, then OFM ERDC shall promptly notify INSTITUTION unless specifically prohibited by law from doing so. Notification is not prompt if, due to OFM ERDC's delay, INSTITUTION lacks sufficient time to raise objections to the disclosure, obtain a protective order, or otherwise protect INSTITUTION by limiting disclosure. OFM ERDC shall at OFM ERDC's expense, provide INSTITUTION prompt and full assistance in INSTITUTION's efforts to protect INSTITUTION DATA.

15. INFORMATION SECURITY SAFEGUARDS

- a. OFM ERDC shall, in connection with DATA STORAGE of INSTITUTION DATA select and apply encryption, using industry-tested means, methods, algorithms or cryptographic modules validated to be effective. Compliance with National Institute of Standards and Technology (NIST) guidance on encryption shall be rebuttably presumed effective.



- b. The data access, and DATA STORAGE of INSTITUTION DATA by OFM ERDC shall be protected by rigorous physical, technical and administrative safeguards (which meet or exceed the required standard of care) to ensure the confidentiality, integrity and availability of this data.
- c. Such safeguards shall, in general:
 - i. Meet or exceed the applicable policies for securing information technology assets as promulgated by the State of Washington Office of the Chief Information Officer, including but not limited to OCIO Policy 141.10 §§ 5-11.
 - ii. Demonstrate the current or developing ability to meet or exceed the policies and guidelines for information security and privacy risk management commensurate with leading industry practices.
- d. Such safeguards shall, in particular, and at least:
 - i. be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data.
 - ii. include appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard INSTITUTION DATA.
 - iii. ensure access only to staff that have an authorized business requirement to use the INSTITUTION DATA.
 - iv. follow change management procedures designed to keep OFM ERDC's systems current on security patches and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a data breach.
 - v. involve a software development life cycle (SDLC) process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.
 - vi. have appropriate technical perimeter hardening, wherein OFM monitors its system and perimeter configurations, and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of Malicious Code.
 - vii. have access, authorization, and authentication technology appropriate for protecting confidential information.
 - viii. maintain a process for backup and restoration of data.
 - ix. protect facilities with adequate physical protections.
- e. OFM ERDC shall coordinate with INSTITUTION to facilitate efficient and effective change management procedures compatible with the security and privacy goals of this DSA.
- f. The Parties agree that data subject to this agreement will not be transferred outside of the United States (including storage on non-US-based servers) without prior written notice to INSTITUTION and a meaningful opportunity to object or enter into further negotiation in good faith.



16. DISPOSITION UPON TERMINATION OR FULFILLMENT OF PURPOSE

INSTITUTION DATA shall be retained for the period of time mandated by the controlling law and records retention schedule. OFM ERDC shall plan to retain no copies of INSTITUTION DATA beyond the retention period stated in the OFM ERDC's record retention schedule unless otherwise required by law.

Towards this end OFM ERDC shall internally account for DATA STORAGE by OFM ERDC of INSTITUTION DATA where the activities related to OFM' ERDCs permitted use has concluded, determine the required retention period for this INSTITUTION DATA, and be aware of record retention schedule that governs when INSTITUTION DATA in OFM ERDCs possession will be destroyed.

OFM ERDC shall further track when INSTITUTION DATA in OFM ERDC's possession is destroyed, in accordance with OFM ERDC's retention schedule and OFM Records Policies. Upon request, but no more than once a year, OFM ERDC will provide INSTITUTION access to OFM ERDC records regarding the scheduled retention and destruction of INSTITUTION DATA in OFM ERDC's possession. The OFM ERDC record retention schedule includes a 15-day retention of the original submittal files, and data from submittal files will be maintained in the PCHEES and P20W systems to support the policy and research activities as long as there is an existing DSA, or as long as required by law.

1. Records destruction including electronic media containing PII, including, but not limited to EDUCATION RECORDS will be done in manner consistent with the current National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization and OCIO data disposal requirements, specifically detailed below:

- a. OCIO 141.10: Securing Information Technology Assets Standards

141.10 details the appropriate measures that agencies can take to ensure the security of IT assets. Particularly relevant sections include 8.2 "Asset Management" and 8.3 "Media Handling and Disposal."

<https://ocio.wa.gov/policy/securing-information-technology-assets-standards>

- b. United States Department of Commerce: National Institute of Standards and Technology (NIST)

NIST Special Publication 800-88, Revision 1: Guidelines for Media Sanitization

This publication "provides guidance to assist organizations and system owners in making practical sanitization decisions based on the categorization of confidentiality of their information."

<https://www.nist.gov/publications/nist-special-publication-800-88-revision-1-guidelines-mediasanitization>

17. DATA BREACH NOTIFICATION

OFM ERDC must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law. Any breach of this section may result in termination of the DSA and the demand for return or disposition of all INSTITUTION DATA.



a. Incident Notification to INSTITUTION

The compromise or potential compromise of personal information as defined in RCW 42.56.590 that may be a breach that requires notice to affected individuals under RCW 42.56.590, or any other applicable breach notification law or rule must be reported in writing to the INSTITUTION privacy contact within one (1) business day of discovery. If OFM ERDC does not have full details about the incident, it will report in writing what information it has and provide full details within 15 business days of discovery.

To the extent possible, these initial reports must include at least:

- i. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
- ii. A description of the types of information involved;
- iii. The investigative and remedial actions OFM ERDC took or will take to prevent and mitigate harmful effects and protect against recurrence; and
- iv. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule.

OFM ERDC's obligations regarding breach notification survive the termination of this DSA and continue for as long as OFM ERDC maintains INSTITUTIONAL DATA and for any Breach or potential Breach of OFM ERDC technology and infrastructure within OFM ERDC's management and control that is used for storage, access, use or other Institutional Data at any time

b. Notification to Impacted Individuals

If notification to individuals must, in the sole judgement of INSTITUTION, be made OFM ERDC will further cooperate and facilitate notification to required parties, which may include notification to affected individuals, the media, the Attorney General's Office, or other authorities based on applicable law.

18. ALLOCATION OF LIABILITY

Each party shall be responsible for the negligence of its own employees or agents in the performance of this Agreement.

For the avoidance of doubt, in its role as an SEA, OFM ERDC is solely responsible for any liability arising from its redisclosures not otherwise required by law, and agrees to defend, indemnify, and hold harmless INSTITUTION from and against all claims, demands, suit, proceedings, judgment, award, and liabilities arising from or connected to this agreement, to the extent caused by OFM ERDC's or negligence or noncompliance with this DSA, or the negligence or noncompliance of entities to whom OFM ERDC has redisclosed data in its role as an SEA.

19. TERMINATION

- a. Either party may terminate this Agreement for any reason upon 60 business days' Notice to the other party.
- b. INSTITUTION may terminate this Agreement, with immediate effect, by giving notice to OFM ERDC, If OFM ERDC:



- i. commits any material breach or material default in the performance of any obligation under this DSA; and
- ii. the default continues for a period of 30 business days after the data default, then the INSTITUTION may terminate this Agreement, with immediate effect, by giving notice to OFM ERDC.

20. DISPUTE RESOLUTION

In the event that a dispute arises under this DSA, OFM ERDC and the Institution(s) involved agree to work together in good faith to come to resolve issues of concern.

If the Parties are unable to resolve the dispute together, a Dispute Board shall determine resolution in the following matter. OFM ERDC and the INSTITUTION shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member who is suitably qualified to evaluation information security and privacy issues. The Dispute Board shall review the facts, DSA terms, and applicable laws. Factual review shall give heightened focus and weight to technical data, technical documentation, and qualified technical subject matter expert analysis. The Dispute Board shall render an advisory opinion, which entities agree should be afforded the highest level of deference.

21. SEVERABILITY

The provisions of the DSA are severable. If any provisions of this DSA are held invalid by any court, then that invalidation shall not affect the other provisions of this DSA, and the invalid provision shall be considered modified to conform to the existing law.

22. VENUE

In the event of a lawsuit involving this DSA, venue shall be proper only in the county of INSTITUTION'S primary campus, or in Thurston County, Washington.

23. CHANGES IN LAW

Parties intend to periodically review privacy and other related laws regarding data to allow this DSA to remain current. To the extent a law is amended or adopted that impacts the validity, enforceability and/or legality of any term in this Agreement, the Parties agree to promptly work together to amend this Agreement to reflect changes in the law. To the extent the Parties are unable to agree on revisions to this Agreement consistent with the change in law, a Party may terminate this Agreement.

24. AMENDMENTS AND ALTERATIONS TO THIS DSA

With mutual consent, OFM ERDC and INSTITUTION may amend this DSA at any time, provided that the amendment is in writing and signed by each party.

25. HEADINGS FOR CONVENIENCE ONLY

Any and all subject headings are not substantive and are for convenience only.

26. NOTICES

Any notices or communications required or permitted to be given by this DSA must be (a) given in writing, and (b) transmitted by electronic mail (including PDF) with receipt acknowledged, to the party listed in this agreement.

**27. CONTACTS****ENTITY PROVIDING DATA: INSTITUTION**

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>	<u>Privacy Administrator</u>
Name:	Matthew Zimmerman	Darren Michael Yocum	Michael Walters
Title:	University Registrar	Assistant Vice President	Interim Ciso
Department:	Office of the Registrar	Office of Information Technology Services	Office of Information Technology Services
Email:	mzimmer@wsu.edu	darren.yocum@wsu.edu	michael.walters@wsu.edu
Telephone:	509-335-0899	509-335-1597	509-335-0690

ENTITY RECEIVING DATA: OFM ERDC

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>	<u>Privacy Administrator</u>
Name:	Bonnie Nelson	Lynn Cole	Rebekah O'Hara
Title:	Data Governance Coordinator	Data Analyst	Privacy Officer
Department:	Forecasting & Research	Forecasting & Research	Legal & Legislative Affairs
Email:	Bonnie.nelson@ofm.wa.gov	Lynn.cole@ofm.wa.gov	rebekah.ohara@ofm.wa.gov
Telephone:	360-701-7566	360-902-0952	360.870.2935

28. SIGNATURES

IN WITNESS WHEREOF, this DSA has been executed as of the date of the last party to sign below ("Effective Date"). If signed in counterparts, then each shall be considered an original thereof.

Office of Financial Management

DocuSigned by:

Rebekah O'Hara 08/25/2022

CCF0CF4E4D7B499...

Rebekah O'Hara Date

TITLE: Privacy & Technical Transaction Administrator

INSTITUTION

DocuSigned by:

Elizabeth Chilton 08/23/2022

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Elizabeth Chilton Date

TITLE: Provost & Executive Vice President/Chancellor, WSU Pullman

DocuSigned by:

Amanda Owen 08/25/2022

5EF9B9B0E6AE432...

Amanda Owens, Associate Director, Real Estate and Business Operations



Exhibit 1

Contact Information

To ensure the integrity and accuracy of each INSTITUTION DATA it is important to ensure a collective awareness of processes and communication. To ensure timely, and accurate data that both protects students and informs state fiscal and policy decisions, each institution has identified a point of contact(s) for OFM ERDC communications related to this Agreement. Changes to the contact information below may be done as mutually agreed upon between the Parties without documenting said changes in contact information through a formal contract amendment.

Contributing institution	Point of Contact(s)	Title	Email	Phone
Central Washington University	Jonathon Henderson	Interim Executive Director, Institutional Effectiveness, Research and Planning	jonathon.henderson@cwu.edu	509-963-3280
Eastern Washington University	Jacob Morrison	<i>Director,</i> Institutional Research	jmorrison10@ewu.edu	(509) 359-6564
The Evergreen State College	Erik Gimness	Director, Institutional Research and Decision Support	erik.gimness@evergreen.edu	360-867-6047
University of Washington	Erin Guthrie	Assistant Vice President/Provost, Office of Planning and Budgeting	eguthrie@uw.edu	206-685-9956
Washington State University	Fran Hermanson	Executive Director, Institutional Research	franherm@wsu.edu	509-335-3942
Western Washington University	John Krieg	Director, Office of Institutional Effectiveness	kriegj@wwu.edu	360-650-7405
Office of Financial Management, Education & Research Data Center	Bonnie Nelson Tim Norris	Data Governance Coordinator Data Warehouse Manager	Bonnie.nelson@ofm.wa.gov Tim.norris@ofm.wa.gov	360-701-7566



Exhibit 2

Identified Statutory Uses

OFM ERDC has identified the following data analyses, studies and/or activities related to the critical questions published on the ERDC website, the Statewide Administrative & Accounting Manual 70.40, or the following Washington State Laws:

ERDC is responsible for the following:	
Requirement	Title
RCW 28A.190.110	Institutional education programs--Data—Recommendations (HB 1295)
RCW 28A.188.040	STEM education report card
RCW 28A.300.544	Students in foster care, experiencing homelessness, or both--Work group—Report
RCW 28A.300.525	Students in department of children, youth, and families out-of-home care--Report on educational experiences
RCW 28A.600.280	Dual credit programs—Annual report
RCW 28B.15.380	Exemption from payment of fees at state universities, regional universities, and The Evergreen State College--Children and surviving spouses of certain law enforcement officers, firefighters, state patrol officers, or highway workers
RCW 28C.30.040	Career connected learning cross-agency work group—Duties and responsibilities.
RCW 28C.30.030	Career connected learning cross-agency work group—Establishment
RCW 43.41.400	Education data center
RCW 43.41.410	State support for students at institutions of higher education—Information
RCW 43.41.415	Development of methods and protocols for measuring educational costs—Reports.
RCW 43.41.420	Undergraduate and graduate educational costs—Reports to regents and trustees.
WAC 392-700-195	Open Doors Youth Reengagement



RCW 43.41.405	K-12 data--Securing federal funds
28A.300.500	Longitudinal student data system
28A.300.507	K-12 data governance group--Duties—Reports
28A.655.210	K-12 education data improvement system
28B.118.090	Transmitting data to the education data center
RCW 28B.92.220	Postsecondary institution student-level data—Education data center.

ERDC provides support to other agencies for the following:		
Requirement	Title	Primary Partner(s) and/or Report Leads
RCW 43.216.655	Data collection and program evaluation—Reports. (Early Childhood Education and Assistance Program)	WSIPP
RCW 28B.50.925	Guided Pathways-Implementation-Reports	WSIPP
RCW 28B.77.100	Data collection and research--Data-sharing agreements--Education data center as authorized representative for research purposes	WSAC & PESB
RCW 28B.77.090	Accountability monitoring and reporting system--Data requirements--Uniform dashboard format for display of data--Use of performance data	WSAC, public four-year institutions of higher education within Washington
RCW 28B.77.020	Educational attainment goals and priorities--Short-term strategic action plan--Ten-year road map--System reviews--Role of education data center--Responsibility for work of the office--Additional duties	WSAC
RCW 28C.18.200	Workforce Education Investment Accountability and Oversight Board;	WTB



RCW 28B.76.699	Student teaching grant program--Report— Rules	WSAC Office of Student Financial Assistance
RCW 28A.155.220	High school transition services--Interagency agreements--Education data center to monitor certain outcomes--	OSPI
RCW 28B.50.903	Coordination and alignment of aerospace training programs--Aerospace and advanced materials manufacturing pipeline advisory committee	SBCTC
Perkins Career and Technical Education Improvement Act Reporting	Provide CTE data	OSPI, WTB
Federal ESSA: HS Outcomes Dashboard	Coordinate with OSPI to produce dashboard for ERDC website	OSPI
RCW 72.09.469	Postsecondary degree education programs-- Study	WSIPP



Exhibit 3

Example Written Notification from ERDC to Institutions

Date:

The Office of Financial Management Education Research & Data Center (OFM ERDC) has designated (data requestor) as an entity entitled to redisclosure of data and meets the requirements of FERPA and/or this DSA for the purposes set forth below.

The details of the request are as follows:

- **Purpose & Scope:**
- **Duration:**
- **Data Elements Disclosed:**

OFM ERDC and (data requestor) have executed a data sharing agreement that requires (data requestor) to:

- use INSTITUTION DATA, including, but not limited to PII from EDUCATION RECORDS only to meet the purpose(s) of the study,
- limit access to INSTITUTION DATA, including, but not limited to PII from EDUCATION RECORDS to researchers with legitimate interests who are participating in the study as stated in the written agreement,
- conduct the study in a manner that doesn't permit the identification of parents or students by anyone other than representatives of the organization with legitimate interests who are participating in the study as stated in the written agreement,
- destroy all INSTITUTION DATA, including, but not limited to PII from EDUCATION RECORDS when the information is no longer needed for the purposes for which the study stated in the written agreement was conducted and within a specified time period.



Exhibit 4

Mandatory Clauses for OFM ERDC FERPA RedisDisclosure Data Sharing Agreements

OFM ERDC's RedisDisclosure Data sharing Agreement for INSTITUTION DATA will include:

1. A survivorship clause relating to the DSA data breach clause;
2. The same level of protection for INSTITUTION DATA as required by this DSA;
3. A prohibition on further redisclosure or re-identification by the DATA REQUESTOR except as required by law; and
4. The terms and conditions required by FERPA Studies Exception or Audit and Evaluation Exception, as applicable.

1. Studies Exception

Written agreements under the studies exception will be in accordance with the requirements in §99.31(a)(6)(iii)(C), which currently requires the following:

5. Specify the purpose, scope, and duration of the study and the information to be disclosed.
6. Require the organization to use personally identifiable information (PII) from EDUCATION RECORDS only to meet the purpose or purposes of the study as stated in the written agreement.
7. Require the organization to conduct the study in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests. This typically means that the organization should allow internal access to PII from EDUCATION RECORDS only to individuals with a need to know, and that the organization should take steps to maintain the confidentiality of the PII from EDUCATION RECORDS at all stages of the study, including within the final report, by using appropriate disclosure avoidance techniques.
8. Require the organization to destroy all PII from EDUCATION RECORDS when the information is no longer needed for the purposes for which the study was conducted and specify the time period in which the information must be destroyed.

2. Audit or Evaluation Exception

The current version of Section 99.35(a)(3) of FERPA specifically requires that the following provisions be included in written agreements under the audit or evaluation exception:

1. Designate the individual or entity as an authorized representative and formally designate the individual or entity as an authorized representative.
2. Specify the PII from EDUCATION RECORDS to be disclosed.
3. Specify that the purpose for which the PII from EDUCATION RECORDS is being disclosed to the authorized representative is to carry out an audit or evaluation of Federal- or state-supported education programs, or to enforce or to comply with Federal legal requirements that relate to those programs. The agreement will state specifically that



the disclosure of the PII from EDUCATION RECORDS is in furtherance of an audit, evaluation, or enforcement or compliance activity.

4. Describe the activity with sufficient specificity to make clear that it falls within the audit or evaluation exception. This must include a description of how the PII from EDUCATION RECORDS will be used. The agreement will describe in detail the methodology and why disclosure of PII from EDUCATION RECORDS is necessary to accomplish the audit, evaluation, or enforcement or compliance activity.
5. Require the authorized representative to destroy the PII from EDUCATION RECORDS when the information is no longer needed for the purpose specified.
6. Specify the time period in which the PII must be destroyed.
7. Establish policies and procedures, consistent with FERPA and other Federal and state confidentiality and privacy provisions, to protect PII from EDUCATION RECORDS from further disclosure (except back to the disclosing entity) and unauthorized use, including limiting use of PII from EDUCATION RECORDS to only authorized representatives with legitimate interests in an audit, evaluation, or enforcement or compliance activity. The agreement must establish the policies and procedures, consistent with FERPA and other Federal and state laws, to protect PII from EDUCATION RECORDS from further disclosure or unauthorized use.