

DATA SHARING AGREEMENT

BETWEEN

[Kiona-Benton City School District] a Washington public school district organized and operating under Title 28A of the Revised Code of Washington (hereinafter referred to as School District)

AND

Central Washington University, Eastern Washington University, The Evergreen State College, 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 District and Institutions (collectively "Parties"), is entered into pursuant to a Memorandum of Understanding for the 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 District's ability to improve academic achievement for School District 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 District 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 District 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 District data, and safeguarding the privacy rights of individuals identified within School District data, data storage and handling of School District 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 District data submitted to Institutions shall include the following data variables for data subjects.

- a. First Name
- b. Last Name
- c. Date of Birth
- d. Email(s) on record (school, personal)
- e. Mailing Address
- f. Unweighted cumulative GPA

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

5. CONSENT

School District 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 District 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 Districts 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 District would otherwise use employees. If School District considers Institutions to be serving as a "school official" with legitimate educational interests performing an institutional service or function for which School District would otherwise use employees within the meaning of 34 C.F.R. 99.31(a)(1)(i), then School District may disclose PII from education records of students, without the consent required under 34 C.F.R. 99.30.

7. DATA SHARING

School District 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 Districts, or a letter provided by the School District designating the Institutions as “school officials”.

8. RESPONSIBILITIES OF SCHOOL DISTRICT

School Districts 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) Senior class standing.
- b. A data set for data subjects that meet the following: (1) A cumulative of 2.9 or lower and (2) Senior class standing
- c. A data set for data subjects with Junior class standing.

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 District 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 District 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 District 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 District written certification that the unenhanced data has been destroyed.

10. OWNERSHIP OF DATA

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

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:

[NAME] School District	Institutions
<p>NAME Kiona-Benton City School District</p> <p>ADDRESS 1105 Dale Ave., Benton City, WA 99320</p>	<p>Myndee Ronning 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>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>

- 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 District 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 DISTRICT

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	Alyse Pivovarnik	Emilia Rivas
Title:	Counselor	Application Support Analyst
Department:	Counseling	IT
Email:	apivovarnik@kibesd.org	Erivas@kibesd.org
Telephone:	(509) 588-2164	(509) 588-2029

ENTITY RECEIVING DATA: INSTITUTIONS

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	Myndee Ronning	Jonathon Henderson
Institution:	Central Washington University	Central Washington University
Title:	Director of Admissions	Interim Executive Director
Department:	Office of Admissions Enrollment Management	Institutional Effectiveness, Research, and Planning
Email:	myndee.ronning@cwu.edu	jonathon.henderson@cwu.edu
Telephone:	425-949-2099	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	Associate Director of Reporting and Data Analytics
Department:	Admissions	Admissions
Email:	jjaraysi@ewu.edu	bbouare@ewu.edu
Telephone:	509.359.2450	509.359.6449

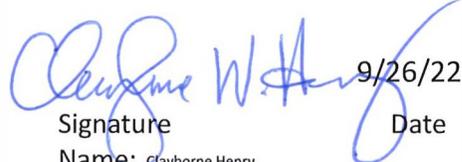
Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	John Reed	Lori Klatt
Title:	Interim Chief Enrollment Officer	Registrar
Department:	Admissions	Office of the Registrar
Email:	John.Reed@Evergreen.edu	klattl@evergreen.edu
Telephone:	360-867-6311	360-867-5185

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	Saichi Oba	Fran Hermanson
Title:	Vice Provost	Executive Director
Department:	Office of Enrollment Management	Institutional Research
Email:	saichi.oba@wsu.edu	franherm@wsu.edu
Telephone:	509-335-9640	509-335-3942

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	Shelli Soto	Ben Yost
Title:	Associate Vice President	Assistant Director
Department:	Enrollment Management	Admissions Systems
Email:	Shelli.Soto@wwu.edu	yostb2@wwu.edu
Telephone:	360-650-2348	360-650-7507

18. SIGNATURES

The signatures below indicate agreement between the entities:

District/School	Institution
 Signature Name: Clayborne Henry Title: Principal District/School: Kiona-Benton City High School	 Signature Name: Myndee Ronning Title: Director of Admissions Institution: Central Washington University
	 Signature Name: Annika Scharosch Title: Associate Vice President Institution: Eastern Washington University
	 Signature Name: John Reed Title: Interim Chief Enrollment Officer Institution: The Evergreen State College
	 Signature Name: Saichi Oba Title: Vice Provost, Enrollment Management Institution: Washington State University
	 Signature Name: Shelli Soto Title: Associate Vice President, Enrollment Management Institution: Western Washington University



**KIONA-BENTON CITY
HIGH SCHOOL**

September 26, 2022

Letter of Support

In my capacity as the principal of Kiona-Benton City High School, I fully support the public baccalaureate Guaranteed Admission Program (GAP) and the completion of a data sharing agreement with the institutions participating in GAP.

The intent of GAP to directly engage with high school juniors and seniors to ready them for college, familiarize them with college admissions and connect through guaranteed admissions opportunities support our shared efforts to increase postsecondary attainment opportunities in our community.

The point of contact for Kiona-Benton City High School is Alyse Pivovarnik, Counselor. She can be reached at (509) 588-2164 and/ or apivovarnik@kibesd.org

Sincerely,

Clayborne Henry
Principal
Kiona-Benton City High School
1205 Horne Rd.
Benton City, WA 99320

