

AGREEMENT
between
Washington State University Vancouver and Clark College

INTRODUCTION

The parties enter into this agreement ("Agreement") in order to benefit both Washington State University Vancouver ("WSU" or "WSU Vancouver") and Clark College ("CC") (separately, the "Party", together, the "Parties") in the education of students in the Southwest Washington region. To help students efficiently earn their bachelor's degree, WSU Vancouver and CC will develop a transfer program called Guaranteed Admission.

PROGRAM DESCRIPTION

The Guaranteed Admission program is intended to boost four-year public university degree attainment in the Southwest Washington region. It enables students to begin a Direct Transfer Agreement (DTA) Associate Degree program at CC and declare their intent to finish their Bachelor of Arts or Bachelor of Science (BA/BS) degree at WSU Vancouver.

Guaranteed Admission provides a seamless process designed to serve the needs of students in the Vancouver and surrounding communities to reduce many of the barriers that can occur for transfer students upon matriculation into a four-year university or college.

Students who participate in the Guaranteed Admission program are expected to abide by the catalog and student community standards for the institution at which they are enrolled.

TERM

This Agreement is effective upon execution by the Parties and will remain in force through **August 31, 2026**, unless terminated sooner or extended as provided herein. However, the Parties shall review this Agreement yearly at the request of either Party, to assess the program and address any changes that may be needed. The Agreement may be extended by mutual agreement of the Parties in writing.

TERMINATION

This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. Provided however, such termination shall not become effective for the students then participating in the Guaranteed Admission program if such termination prevents the completion of the requirements for their DTA at CC or their BA/BS degree at WSU Vancouver.

DECLARATION OF INTENT

Each student wishing to enter the Guaranteed Admission program shall complete a Declaration of Intent within their first four terms at CC. The Declaration of Intent must be approved by the student, designated CC staff member(s) and designated WSU Vancouver staff member(s).

The Declaration of Intent will supply the necessary student information for the purposes of tracking student interest and having an outreach list and will include a limited FERPA release for student support and communication purposes.

Students who have completed the Declaration of Intent shall be identified as "declared Guaranteed Admission students" in WSU's Slate database until they are admitted to WSU Vancouver as degree-seeking students.

Declared Guaranteed Admission students are expected to maintain a minimum 2.0 cumulative grade point average (GPA) from all 100-level and higher coursework to remain in good standing. Designated WSU Vancouver staff member(s) will monitor and determine that GPA criteria is met. Guaranteed Admission applies to students with at least 60 college level units towards their associate degree or have completed it.

Not enrolling at CC for one academic year (i.e., four consecutive terms) will invalidate a student's status in the Guaranteed Admission program. They can opt back in during the first term they return to CC by re-submitting a Declaration of Intent.

While all students with 2.0 cumulative grade point average will be admitted to WSU Vancouver, some majors have specific requirements to enter the major that may include a higher GPA (See Addendum 1 for details).

INFORMATION SESSIONS

CC and WSU Vancouver will hold an information session during each fall and winter term of the CC academic year that will be open to all CC students and prospective CC students. The purposes of the sessions are to:

- Explain Guaranteed Admission and its benefits.
- Invite students to join Guaranteed Admission and provide the Declaration of Intent to those interested in Guaranteed Admission.
- Highlight information about policies and procedures, advising, financial aid, scholarships, student organizations, and other student services.
- Provide students the opportunity to meet faculty and academic advisors to learn about their academic areas of interest.
- Share information about research and internship opportunities.

In addition to the formal Guaranteed Admission information sessions, WSU Vancouver admissions staff will coordinate with CC to provide information to students interested in the

Guaranteed Admission program. This may include co-presenting with Advising Services in COLL 101 or other designated courses, among other opportunities.

ACADEMIC ADVISING

Declaration into Guaranteed Admission provides students access to WSU Vancouver advisors and admissions staff who will have access to space to meet with students at no cost. The appointment schedule will be managed by WSU Vancouver staff. WSU Vancouver staff members who are supporting the Guaranteed Admission program will have access to the internet at CC. Guaranteed Admission students are required to meet with their CC advisor at least twice per year to create an educational plan that keeps them on track for successful transfer. Students will meet regularly with their CC advisor to update their course schedule and plan while they are enrolled at CC.

Declared Guaranteed Admissions students are required to have their CC course schedule reviewed twice per academic year by a designated WSU Vancouver staff member to verify that they are on track to apply to, and transfer courses to, WSU Vancouver and their WSU Vancouver program of interest. Designated WSU Vancouver staff members will have access to the student data and student contact information as outlined in Section 4 of the Data Sharing Agreement (“DSA”), attached hereto and incorporated herein by reference.

WSU Vancouver staff will work with declared Guaranteed Admission students to help them meet priority admission application deadlines. WSU Vancouver staff will host Two Cougar Quick Start Events twice yearly at CC (admissions event on site at CC).

TRANSFER GUIDES

WSU Vancouver will maintain transfer guides that outline all the CC courses that can be used to satisfy WSU major requirements and will review and update annually. CC academic advisors will advise students about recommended courses to best fulfill CC graduation requirements.

These transfer guides will be maintained by WSU and shared with CC academic advisors. These guides will be posted on both CC and WSU system-wide web pages.

GRADUATION REQUIREMENTS

Students must satisfy the Graduation Requirements in the CC Catalog to graduate from CC with a recognizable, transferable degree.

Graduation from WSU requires fulfillment of the University graduation requirements published in the WSU Catalog, as well as the specific requirements of the major. WSU Vancouver requirements for graduation will be those in effect when the student declares intent in Guaranteed Admissions and will be honored for up to eight years.

APPLICATION

Guaranteed Admission students will apply through the WSU admissions process at the time of transfer.

STUDENT RECORDS

CC will begin a student's transcript upon their initial enrollment at CC, which will serve as the official transcript for the student's CC DTA. WSU will begin a student's transcript upon their initial enrollment at WSU Vancouver, which will serve as the official transcript for the BA/BS.

WSU will maintain a database that includes admission, and other relevant data for each declared Guaranteed Admission student. CC and WSU Vancouver will exchange student data as needed to support the student through the program.

CC and WSU Vancouver will develop systems to exchange Guaranteed Admission student data as outlined in the DSA. Students will be required to go through the WSU Vancouver application process, official transcript request process for all institutions of higher education from where they have earned college-level credits, and financial aid applications, and are responsible for paying associated fees.

TUITION AND FEES

Students enrolled in CC courses will be charged according to the current CC tuition and fee schedule.

Students enrolled in WSU Vancouver courses will be charged according to the current WSU tuition and fee schedule.

INSTITUTIONAL FINANCIAL AID CONSORTIUM

Financial Aid staff from CC and WSU Vancouver will coordinate on financial aid consortium agreements for each student who might choose to enroll at both institutions at the same time.

REVERSE TRANSFER

By entering the Guaranteed Admissions program, students declare their intent to participate in the Reverse Transfer program, if eligible. Students who enter WSU Vancouver with at least 60 transferable term credits from CC that apply to their associate degree from CC will receive the support of the Transfer Clearinghouse to complete the steps for "Reverse Transfer" which allows students to complete an associate degree after transfer to WSU Vancouver. The Parties will automatically complete this process for eligible students in the Guaranteed Admissions program.

MARKETING

Both Parties will promote Guaranteed Admission through co-branding and joint marketing (e.g., logo, print and digital ads, web pages, student feature stories) managed by marketing staff from CC and WSU Vancouver. Marketing/program promotion expenses must be mutually agreed upon and will be a 50-50 split. Both Parties commit to each contribute \$2,500-\$3,500 per year for marketing and event materials.

In the event one or both Parties choose at any time to terminate this Agreement, for any reason, the Parties will immediately cease any and all use of the name or marks of the other Party which may have been in use, in any format or on any platform, in connection with the subject matter of this Agreement, unless continued use of such marks is expressly permitted in writing by the Party owning the marks.

GUARANTEED ADMISSION TASKFORCE

A Guaranteed Admission taskforce will meet at least four times a year to continually assess the program and identify efficiencies and effective strategies. The taskforce will include at least four members from each campus with representation from student affairs and enrollment, academic affairs, and marketing.

This taskforce will explore the possibility of a shared full-time Guaranteed Admission advising position that would be housed at CC. It will also be responsible for identifying and implementing shared celebrations to recognize students in the Guaranteed Admission program.

NO COST AGREEMENT

This Agreement does not provide for any reimbursement of costs to either Party for services rendered or supplies provided during or at the end of the Agreement term. This Agreement does not provide for either Party to file claims or disputes against the other Party resulting from any service or supplies provided under this Agreement.

RECORDS MAINTENANCE

Records related to this Agreement may be subject to inspection, review, or audit by personnel of both Parties, personnel duly authorized by either Party, the Office of the State Auditor, and federal officials authorized by law. All books, records, documents, and other material relevant to this Agreement shall be retained for the requisite period under record retention schedules, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third parties without first

giving notice to the furnishing Party and giving it a reasonable opportunity to respond and shall comply with RCW 42.56. Each Party will utilize reasonable security procedures and protections as required by law to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. The venue for any legal action arising out of this Agreement will be Clark County, Washington.

DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts to promptly and collaboratively resolve any dispute that may arise in connection with this Agreement, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstances, upon notice by either Party, each Party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other Party. The receiving Party then shall have three (3) business days to review and respond in writing. In the event that the Parties cannot then agree on a resolution of the dispute, the Parties shall schedule a conference between the respective senior administrators of each organization to attempt to resolve the dispute. In the event the Parties cannot agree on a mutual resolution within fifteen (15) business days, the Parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the Parties. The Parties shall equally share the costs, if any, for services obtained to resolve the dispute.

INDEPENDENT CAPACITY

The employees or agents of each Party engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. Each Party is responsible for the acts or omissions of its employees, officers, agents and registered volunteers, and is responsible for ensuring that they fulfill their responsibilities under this Agreement in compliance with the provisions of the law and regulations that govern their activities.

POINTS OF CONTACT

The Points of Contacts for CC are:

The Points of Contact for WSU Vancouver are:

Name: Dr. Jim Wilkins-Luton
Title: Interim Vice President of Instruction

Name: Dr. Thabiti Lewis
Title: Associate Vice Chancellor of Academic Affairs

Address 1: 1933 Fort Vancouver Way

Address 1: 14204 NE Salmon Creek Ave

Address 2: Vancouver, WA 98663

Address 2: Vancouver, WA 98686

Tel.: 360-992-2217

Tel.: 360-546-9468

Email: JWilkins-Luton@clark.edu

Email: thabiti@wsu.edu

Name: Dr. Michele Cruse
Title: Vice President of Student Affairs

Name: Dr. Domanic Vanthom
Title: Vice Chancellor of Student Affairs

Address 1: 1933 Fort Vancouver Way

Address 1: 14204 NE Salmon Creek Ave.

Address 2: Vancouver, WA 98663

Address 2: Vancouver, WA 98686

Tel.: 360-992-2102

Tel.: 360-546-9788

Email: MCruse@clark.edu

Email: domanic.vanthom@wsu.edu

SEVERABILITY

If any provision of this Agreement is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without in any way affecting the remaining provisions of the Agreement.

NON-DISCRIMINATION

There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) applicable non-discrimination laws of the state of Washington. The Parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices.

ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

SIGNATURES

The Parties affirm they have designated the persons below to have signature authority for the Parties. By their signatures on this Agreement, the Parties agree to comply with all of its terms and conditions.

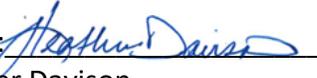
CLARK COLLEGE

By: 
Name: Karin Edwards
Title: President
Date: 11/21/2023

WSU VANCOUVER

Recommended By: 
Name: Mel Netzhammer
Title: Chancellor
Date: 11/27/2023

Recommended By: 
Name: Elizabeth Chilton
Title: Provost
Date: 11/29/2023

Approved By: 
Name: Heather Davison
Title: Contract Mgr., Procurement & Contract Svcs.
Date: 11/17/2023

ADDENDUM 1 (May 31, 2023)

Carson College of Business (CCB): Students must meet the following minimum requirements to be eligible to apply into a CCB major (e.g., Accounting, Finance, Entrepreneurship, Business Administration, Hospitality Business Management, Senior Living Management, Management, Management Information Systems, Marketing):

1. Complete the following courses with a grade of C or higher:
 1. B A 100 Introduction to Business
 2. HBM 101 Professional Development
 3. B A 102 Exploring Careers in Business

4. MATH 201 Mathematics for Business & Economics (MATH 202 or ALEKS score of 80% or higher is an acceptable substitute. MATH 106 will be accepted as an alternative to MATH 201 for transfer students.)
5. ECONS 101 Microeconomics, OR ECONS 102 Macroeconomics
2. Complete the Carson Career Amplifier Program Year 1
3. Have a WSU cumulative GPA or Transfer GPA of at least 2.50
4. Complete at least 27 semester credit hours

College of Arts and Sciences: The following majors require a GPA higher than 2.0 to admit and remain in the major:

- **Psychology:** after completion of 30 credits, PSYCH 311 with a C- or better, and a WSU cumulative GPA of 2.5 or better.
- **Public Affairs:** must have an overall GPA of 2.75 or higher. Once admitted, all students must maintain a minimum overall GPA of 2.75.

Murrow College of Communication: Transfer students bringing in 30 or more or more semester credits from an outside institution, and a 3.0 or higher transfer GPA will be directly admitted into the Murrow College.

Neuroscience: Students may be admitted to the Neuroscience - General Option upon making their intention known to the department and enrollment or credit for MATH 106 (or higher). To maintain admission to the major, students who have completed a minimum of 30 credits at WSU must maintain a 3.0 minimum GPA overall, and a 3.0 minimum cumulative GPA in BIOLOGY 107, CHEM 105, CHEM 106 or 116, MATH 140 or 171, NEUROSCI 301, NEUROSCI 302, PHYSICS 101/111 or 201/211 or 205, and PHYSICS 102/112 or 202/212 or 206 or CHEM 345.

School of Engineering and Computer Science: Students must have a 2.5 cumulative GPA when the final benchmark course is completed.

- **Computer Science:** Students are admitted to the major upon demonstrating they are ready to take MATH 171 (Calculus I) or higher. To remain in good standing, students must pass CS 121, 122, 166, MATH 171,

172, and PHYSICS 201/211 (or their transfer equivalents) with a grade of C or better and have a WSU cumulative GPA of 2.5 when the final benchmark course is completed.

- **Electrical Engineering:** Students are admitted to the major upon demonstrating they are ready to take MATH 171 (Calculus I) or higher. To remain in good standing, students must complete the benchmark courses: CS 251, ECE 214, 234, 260, MATH 171, 172, 220, 273, 315, CHEM 105, PHYSICS 201 and 211, and PHYSICS 202 and 212 (or their transfer equivalents) with a grade of C or better and obtain a WSU cumulative GPA of 2.5 or higher when the final benchmark course is completed.
- **Mechanical Engineering:** Students are admitted to the major upon demonstrating they are ready to take MATH 171 (Calculus I) or higher. To remain in good standing, students must complete the benchmark courses: MECH 211, 212, 215, MATH 171, 172, 220, 273, 315, CHEM 105, and PHYSICS 201 and 211 (or their transfer equivalents) with a grade of C or better and obtain a WSU cumulative GPA of 2.5 or higher when the final benchmark is completed.

DATA SHARING AGREEMENT

BETWEEN

Clark College (hereinafter referred to as CC) AND

Washington State University (hereinafter referred to as WSU)

THIS DATA SHARING AGREEMENT (“DSA” or “Agreement”) between State of Washington entities CC and WSU (collectively “Parties”), is entered into pursuant to relevant state and federal statutes and related regulations. The purpose of this Agreement is to support the Guaranteed Admissions Program collectively between CC and WSU.

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 contract.
- 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 CC’S ability to improve academic achievement for CC students by providing CC access to individual student records, including PII, consistent with the requirements of FERPA; and
- d) Establish the terms and conditions for sharing WSU data and student PII

2. PERIOD OF AGREEMENT

This DSA shall commence on **the date of execution** and remain in force through **August 31, 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 Agreement. 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 CC and WSU data connected with the purpose of this DSA. WSU and CC shall have, as general duties, the obligations to: exercise due care and take commercially best efforts to protect such individual privacy rights.
- b. CC and WSU represent and warrant that, with regard to confidentiality, availability, and integrity of data, and safeguarding the privacy rights of individuals identified within data, data access, data storage, and handling of data in connection with the purpose of this DSA shall be undertaken in compliance with current Washington State Office of the Chief Information Officer (“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>

4. DESCRIPTION OF DATA TO BE SHARED—Declaration of Intent

Data listed below is to be treated as Category 3 - Confidential Information. Minimum handling instructions for Category 3 data are contained in

[https://ocio.wa.gov/sites/default/files/public/policies/Data%20Classification%20Standard Adopted 2023.pdf?murupc](https://ocio.wa.gov/sites/default/files/public/policies/Data%20Classification%20Standard%20Adopted%202023.pdf?murupc). CC student data

collected through the student's Declaration of Intent shall include the following datavariabes:

- a) First name: *
- b) Preferred name:
- c) Middle name:
- d) Last name: *
- e) Date of birth: *
- f) Email address: *
- g) Mobile number: *
- h) Consent Yes/No *
- i) Current resident status
- j) Veteran status:
- k) Mailing Address, including Street Address, City, State, and Zip Code
- l) Term and year you are planning to transfer to WSU Vancouver: *
- m) Planning to enroll as a: *
- n) Undergraduate degree/major area of interest: (select all that apply)
- o) FERPA acknowledgement*
- p) Type your full name in the box below to represent an electronic signature. *

*** indicates required fields:**

5. CONSENT

WSU 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. WSU shall not release PII to CC 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. WSU is 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. DATA SHARING—Guaranteed Admission and Reverse Transfer

WSU will provide CC with a report of the data as identified in this Agreement based on mutually agreed upon timelines. Data will not be provided to CC until this Agreement is signed by both parties and if student consent is provided.

WSU will provide CC with access to full transcript data for reverse transfer as applicable and as identified in this Agreement based upon mutually agreed upon timelines. WSU will provide CC with WSU data for students in the Guaranteed Admissions program who complete their bachelor's degree at WSUV and shall include the following data variables:

- a) First Name
- b) Middle Name or initial
- c) Last Name
- d) Date of Birth
- e) Preferred Email Address
- f) Mailing Address
- g) Phone Number
- h) Major
- i) Major GPA
- j) WSU GPA
- k) Degree type earned at WSU
- l) Total credits when transferred to WSU
- m) If Associate Degree was complete at time of transfer to WSU
- n) Full or Part-time status at WSU
- o) Total credits at graduation
- p) Term/year entered WSU and class standing at that time
- q) Term/year graduated WSU
- r) Specified agreement to automatically award reverse transfer, if applicable
- s) Student long-term educational plans that are on file

7. RESPONSIBILITIES OF CC

In order to ensure the confidentiality of subject data shared pursuant to this Agreement, CC 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. Part 99.
- b. Restrict access to the data to only
 - i. the person or persons who provide direct services to CC students; or
 - ii. the person or persons within the CC'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 Agreement. 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 Agreement, including confirmation of any project completion and return or destruction of data as required by this Agreement;
- d. Not release or reveal, either directly or indirectly, the data to any individual, entity, agency, or third party not a party to this Agreement, unless such disclosure is required by law or court order;
- e. Not use data shared under this Agreement for any purpose other than the overriding goals outlined in this Agreement. Nothing in this Agreement shall be construed to allow CC to access additional WSU data that is not included in the scope of this Agreement;
- f. Maintain all data obtained under this Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained except as necessary to fulfill the overriding goals of this Agreement. All copies of data, including any modifications or additions to data that contains information regarding data subjects, are subject to the provisions of this Agreement 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 Agreement. 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, 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 security incidents to WSU immediately, but no later than twenty-four (24) hours after learning of the breach or suspected breach. This report shall include:
- i. The name, job title, and contact information of the person reporting the breach;
 - ii. The name, job title, and contact information of the person who discovered the breach;
 - iii. The date and time the breach was discovered;
 - iv. Description of the data compromised;
 - v. The number of individuals potentially impacted;
 - vi. Whether law enforcement was contacted;
- i. Destroy or return all unenhanced data obtained pursuant to this Agreement when it is no longer required or upon termination of this Agreement.
- j. CC will document the methods used to destroy the unenhanced data, and upon request, provide WSU written certification that the unenhanced data has been destroyed.

8. RESPONSIBILITIES OF WSU

In order to ensure the confidentiality of subject data shared pursuant to this Agreement, WSU 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. Part 99.
- b. Restrict access to the data to only:
 - i. The person or persons who provide direct services to CC students; or
 - ii. The person or persons within the WSU'S organization who are responsible for analyzing the data;
- c. Not release or reveal, either directly or indirectly, the data to any individual, entity, agency, or third party not a party to this Agreement, unless such disclosure is required by law or court order;

- d. Not use data shared under this Agreement for any purpose other than the overriding goals outlined in this Agreement.
- e. Maintain all data obtained under this Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained except as necessary to fulfill the overriding goals of this Agreement. All copies of data, including any modifications or additions to data that contains information regarding data subjects, are subject to the provisions of this Agreement in the same manner as the original data obtained;
- f. Take reasonable administrative, physical, and technical security precautions to protect against unauthorized access and disclosure of data shared pursuant to this Agreement. 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, 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.
- g. Report in writing all known or suspected data security incidents to WSU Chief Information Security Officer immediately, but no later than twenty-four (24) hours after learning of the breach or suspected breach. This report shall include
 - i. The name, job title, and contact information of the person reporting the breach;
 - ii. The name, job title, and contact information of the person who discovered the breach;
 - iii. The date and time the breach was discovered;
 - iv. Description of the data compromised;
 - v. The number of individuals potentially impacted; and
 - vi. Whether law enforcement was contacted;

9. OWNERSHIP OF DATA

All data shared pursuant to this Agreement will remain the property of party sharing the data. the party receiving the data understands that nothing in this Agreement conveys ownership of sharing party data to the receiving party.

10. TERMINATION

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

11. INDEMNIFICATION

Each party to this Agreement 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 Agreement. Neither party to this Agreement shall be considered the agent of the other party.

12. GOVERNING LAW AND VENUE

This Agreement 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 Agreement will be in the Superior Court of the county of Whitman, Washington.

13. ATTORNEY FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Agreement, 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.

14. NONDISCRIMINATION

In the administration of this Agreement, the parties will not discriminate based on race, creed, religion, color, national origin, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability.

15. GENERAL PROVISIONS

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

Clark College	Washington State University
Jim Wilkins-Luton Interim Vice President of Instruction 1933 Fort Vancouver Way Vancouver, WA 98663 JWilkins-Luton@clark.edu 360-992-2217	Domanic Vanthom Vice Chancellor for Student Affairs 14204 NE Salmon Creek Ave Vancouver, WA 98686 domanic.vanthom@wsu.edu 360-546-9788

- b. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersede any and all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.
- c. Modification. The parties may modify this Agreement only by a subsequent

written Agreement 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 Agreement.

- d. No Waiver. A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to this Agreement.
- e. Assignment. The parties may not assign this Agreement 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 Agreement is made and entered into for the sole benefit of CC and WSU. No third party will be deemed to have any rights under this Agreement, and there are no third-party beneficiaries to this Agreement.
- g. Headings. Headings in this Agreement are included only for convenience and will not control or affect the meaning or construction of this Agreement.

16. Contacts

CC

Contact Role	Agreement Administrator	Technical Administrator
Name:	Dr. Jim Wilkins-Luton	Cecelia Martin
Title:	Interim Vice President of Instruction	Director of Assessment and Institutional Research
Department:	Office of Instruction	Office of Instruction
Email:	JWilkins-Luton@clark.edu	CGMartin@clark.edu
Telephone:	360-992-2217	

WSU

Contact Role	Agreement Administrator	Technical Administrator
Name:	Thabiti Lewis	Laurel Rea
Title:	Associate Vice Chancellor	Associate Vice Chancellor for Enrollment

Department:	Academic Affairs	Student Affairs and Enrollment
Email:	thabiti@wsu.edu	lrea@wsu.edu
Telephone:	360-546-9468	360-546-9458

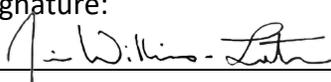
Agreed to by Washington State University Vancouver and Clark College

DATED this ____ day of ____ 2023

Clark College

Name:
Dr. Jim Wilkins-Luton

Title: Interim Vice President of
Instruction

Signature:


Date
11/20/2023

Washington State University

Name:
Heather Davison

Title: Contract Manager
Procurement & Contract Services

Signature:


Date:
11/17/2023