

Washington Student Achievement Council Data Sharing Agreement: 23DS217

DATA SHARING AGREEMENT

BETWEEN

STATE OF WASHINGTON STUDENT ACHIEVEMENT COUNCIL

AND

WASHINGTON STATE UNIVERSITY GEAR UP

WSAC Data Sharing Agreement No. 23DS217

WSU Contract No. CCN002405

This Agreement is made and entered into by and between the State of Washington, Washington Student Achievement Council, (hereinafter referred to as the "WSAC") and the Washington State University GEAR UP, (hereinafter referred to as the "Data Recipient(s)"), pursuant to authority granted in Chapter 39.34 of the Revised Code of Washington (RCW), relevant federal statutes, and related regulations.

I. PURPOSE OF WORK

It is the purpose of this Agreement to set out the terms and conditions under which the WSAC will provide the Data Recipient(s) access to student record data. This Agreement provides the Data Recipient(s) access to the WSAC data necessary to carry out the purposes of Washington State University GEAR Up FAFSA Completion activities:

Gaining access to the FAFSA Completion Portal will allow an organization to see student data for every senior at the school. **For this reason, access to the FAFSA portal is only permitted if an organization is available to provide FAFSA completion assistance to all seniors at that school. By signing this agreement, the Data Recipient(s) is affirming that program staff working at the school are available to any and all seniors, regardless of their participation in the Washington State University GEAR U].**

Description of data to be shared:

- District name
- School name
- Student Identification Number (SSID)
- First name
- Last name
- Date of birth
- Expected high school graduation year
- FAFSA status and related date
- College Bound Student (y/n)

Please list district and school(s) allowed for access under this agreement:

District	School(s)

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College Place School District	College Place High School
Kennewick School District	Kamiakin High School
Kennewick School District	Southridge High School
Kennewick School District	Kennewick High School
Moses Lake School District	Moses Lake High School
Othello School District	Othello High School
Prescott School District	Prescott Junior/Senior High School
Soap Lake School District	Soap Lake Middle/High School
Touchet School District	Touchet Elementary/High School
Walla Walla School District	Walla Walla High School
Warden School District	Warden High School
Dayton School District	Dayton High School

II. DATA CLASSIFICATION

Data must be classified into categories based on the sensitivity of the data.

Data classification must translate to or include the following classification categories:

- Category 1 - Public Information
 - Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.
- Category 2 - Sensitive Information
 - Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.
- Category 3 - Confidential Information

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- Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:
 - Personal information about individuals, regardless of how that information is obtained.
 - Information concerning employee personnel records.
 - Information regarding IT infrastructure and security of computer and telecommunications systems.
- Category 4 - Confidential Information Requiring Special Handling
 - Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:
 - Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.

Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

III. CONFIDENTIAL INFORMATION

The term “confidential information” as used in this Agreement means any and all information provided by the WSAC to Data Recipient(s), its staff, officers, agents, and independent contractors. The term “confidential information” includes, but is not limited to:

Any personally identifiable information, including, but not limited to (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address of the student or student’s family; (d) a personal identifier such as a student’s social security number, student number, or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who knows the identity of the student. See the federal FERPA statute at 20 U.S.C. section 1332g and its implementing regulations at 34 C.F.R. Part 99 which prohibit the unauthorized public disclosure and redisclosure of “personally identifiable student information” in or from student “education records”; and the state ethics law at RCW 42.52.050(2) which prohibits state officers and employees from disclosing confidential information as defined above.

IV. REDISCLASURE OF INFORMATION

Redisclosure of information received from the WSAC by Data Recipient(s) staff, officers, and independent contractors is prohibited. If the Data Recipient(s) becomes legally compelled to disclose any identified/de-identified data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), the Data Recipient(s) must use all reasonable efforts to provide the WSAC with prior notice before disclosure so that the WSAC may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the WSAC’s compliance with the confidentiality requirements of federal or state law. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, the Data

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Recipient(s) will disclose only that portion of the identified/de-identified data that the Data Recipient(s) is compelled to disclose under law.

V. ASSURANCES

The parties hereto agree that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

VI. PUBLICITY

The WSAC is not required to agree with or endorse the conclusions or results of any research that may be produced by this project. The Data Recipient(s) agrees to submit to the WSAC all advertising and publicity matters relating to this Agreement which in WSAC's judgement, WSAC's name can be implied or is specifically mentioned. The Data Recipient(s) agrees not to publish or use such advertising or publicity without the prior written consent of the WSAC. Notwithstanding the foregoing, the Data Recipient(s) may make known in a public fashion the existence of the Agreement without prior consent of the WSAC.

VII. LIMITATION ON ACCESS AND USE

Data Recipient(s) agree(s) to the following limitations on the use of the information provided by the WSAC:

- a) The Data Recipient(s) shall not use the information provided for any purpose not specifically authorized under this agreement without prior approval from WSAC.
- b) The Data Recipient(s) shall provide drafts of all public displays of information that result from an analysis of this data at least ten (10) working days prior to publication.
- c) The Data Recipient(s) shall not duplicate or redisclose information at the individual level.
- d) The Data Recipient(s) shall protect the confidentiality of the information as required by the laws cited in this Agreement.
- e) The Data Recipient(s) shall protect the confidentiality of the information when releasing and/or re-releasing information pursuant to this Agreement. Publicly-reported aggregate results will not contain any group of fewer than 10 individuals.
- f) The Data Recipient(s) shall not link data provided by WSAC with other data or data sets as a way to determine the identity of individuals; the data in any data set shall be used for statistical purposes only. Using WSAC data to identify individuals shall be cause for immediate termination of this Agreement and may prevent data sharing agreements with the Data Recipient(s) in the future. If the identity of any individual is discovered inadvertently, the Data Recipient(s) shall not use this information and shall advise WSAC of any such discovery.

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- g) The Data Recipient(s) shall destroy any and all personally identifiable student information once access to that information is no longer needed to carry out the required work or upon termination of this Agreement.

VIII. PHYSICAL SAFEGUARDS

The Data Recipient(s) agree(s) to the following minimum safeguards for the information provided by the WSAC as follows:

- a) Access to the information provided by the WSAC will be restricted to only those authorized personnel who need it to perform their official duties pursuant to the Purpose of Agreement described in this Agreement.
- b) The information will be transmitted using a Secure File Transfer (SFT) Service.
 - a. Encryption-based SFT requires only a web browser, offers firewall-protected servers, and provides userID password protection and encrypted login process, as well as speed, accuracy and overall data transport security.
- c) The information will be stored in an area that is safe from access by unauthorized persons during duty hours as well as nonduty hours or when not in use.
- d) The information shall not be stored on portable devices or media unless the Data Recipient(s) encrypts the device with commercial encryption software using a minimum of 128 bit encryption.
- e) The information will be protected in a manner, which prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.
- f) The Data Recipient(s) shall take the necessary precautions to ensure that only authorized personnel are given access to on-line files if applicable.
- g) The Data Recipient(s) shall instruct all personnel with access to the information regarding the confidential nature of the information, the requirements of the LIMITATION ON ACCESS AND USE and PHYSICAL SAFEGUARDS clauses of this Agreement, and the sanctions under federal and state laws against unauthorized disclosure of information covered by this Agreement.

IX. NOTICE OF NON-DISCLOSURE

The Data Recipient(s) agrees that all their authorized personnel, including information technology staff and network administrators, who will have access to the information provided by the WSAC will sign a Notice of Non-disclosure (see Appendix A). No data may be released to any personnel or agent until the WSAC receives the completed Notice of Non-disclosure for that individual.

X. ONSITE INSPECTIONS

The Data Recipient(s) shall permit the WSAC to make onsite inspections to ensure that the requirements of State laws, federal statutes, related regulations, and Terms and Conditions of this Agreement are being met. **In the event of any onsite inspection, WSAC will complete the Washington**

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state University Contractor COVID-19 Vaccination Certification as required by Washington State Governor Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021) and as may be amended thereafter.

XI. TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the special Terms and Conditions contained in the text of this Agreement.

XII. PERIOD OF PERFORMANCE

The Agreement shall commence on the date of execution of this Agreement, and shall continue to 6/30/2027, or until terminated sooner by either party as provided herein.

XIII. TERMINATION OF ACCESS

The WSAC may, at its discretion, disqualify an individual authorized by the Data Recipient(s) from gaining access to data. Notice of termination of access will be by written notice and become effective upon receipt by the Data Recipient(s). Termination of access of one individual by the WSAC does not affect other individuals authorized under this Agreement.

XIV. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this Agreement because of race, color, creed, marital status, religion, sex, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief, provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of her or her employment position, even with reasonable accommodation. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and applicable state law. In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

XV. RECORDS MAINTENANCE

Both parties hereto shall retain all records, books or documents related to this Agreement for Sharing Confidential Data for six (6) years beyond the expiration/termination of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

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XVI. DATA DESTRUCTION

If any identifiable/de-identifiable data was provided by the WSAC, the Data Recipient(s) agrees to destroy the data within forty-five (45) days upon the WSAC's request, or upon termination of this Agreement, whichever occurs first, and unless there is a data sharing agreement extension. The Data Recipient(s) must sign the Certificate of Data Destruction after the data is destroyed.

XVII. INDEMNIFICATION

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

XVIII. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration. Either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XIX. AGREEMENT MANAGEMENT

The work described herein shall be performed under the coordination of the following Agreement Managers or their successors, who will provide the assistance and guidance necessary for the performance of this Agreement:

NAME: Sarah Weiss, Director of College Access Initiatives
AGENCY: Washington Student Achievement Council
LOCATION: Olympia, WA 98504
ADDRESS: 917 Lakeridge Way SW, PO Box 43430
TELEPHONE: (360) 485-1003
E-MAIL: sarahwe@wsac.wa.gov

NAME: Michelle Parvinen, Program Director
AGENCY: Washington State University GEAR UP
LOCATION: Richland, WA 99354
ADDRESS: 2710 Crimson Way, ICB Building, Suite B, Attn: GEAR UP
TELEPHONE: (509) 372-7286
E-MAIL: mparvinen@earlyoutreach.wsu.edu

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XX. WAIVER

Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute a waiver to any future rights which such party might have hereunder.

XXI. SEVERABILITY

If any provision of this Agreement or any provision of any document by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

XXII. TERMINATION

This Agreement shall remain in full force and effect until terminated as provided in this Agreement. Either party may terminate this Agreement by giving ten (10) calendar days' written notice to the other party.

In the event of termination of this Agreement, the Data Recipient(s) shall return the confidential data to the WSAC prior to the effective date of termination.

XXIII. TERMINATION FOR CAUSE

The WSAC may terminate this Agreement in whole or in part at any time prior to the date of completion when it is determined that the Data Recipient(s) has/have failed to comply with the conditions of this Agreement. The WSAC shall promptly notify the Data Recipient(s) in writing of the termination and the reasons for termination, together with the effective date of termination. In case of termination, the confidential data provided by the WSAC shall be returned to the WSAC on or before the date of termination.

XXIV. ASSIGNMENT

Neither party shall assign this Agreement in whole or in part.

XXV. JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought hereunder shall be the Washington State Superior Court for Thurston County unless the parties agree in writing that the action shall be before a Washington State Office of Administrative Hearings Administrative Law Judge or a Federal Administrative Law Judge.

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XXVI. CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

XXVII. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Special Terms and Conditions as contained in the terms of this agreement
- c) Appendix A: Notice of Non-Disclosure(s) associated to this agreement
- d) Appendix B: Certificate of Data Destruction

XXVIII. ALL WRITINGS CONTAINED HEREIN

This Agreement sets forth in full the entire agreement of the parties; and any other agreement, representation, or understanding, verbal or otherwise, is hereby deemed null and void and of no force and effect whatsoever.

By signing this Agreement, the Data Recipient(s) certifies that the Data Recipient(s) staff, officers, and independent contractors will comply with the confidentiality requirements of this Agreement.

THIS AGREEMENT, consisting of 9 pages and 2 attachment(s), is executed by the persons signing below who warrant that they have the authority to execute the contract.

IN WITNESS WHEREOF, the parties have executed this Data Sharing Agreement,

WASHINGTON STUDENT ACHIEVEMENT COUNCIL

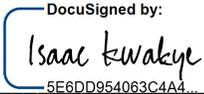
WASHINGTON STATE UNIVERSITY

Printed Name: **Isaac Kwakye**

Printed Name: **Heather Davison**

Title: Senior Director of Research and Student Success

Title: Associate Manager, Real Estate and Business Operations

Signature:  _____
5E6DD954063C4A4...

Signature:  _____
71FA23C0525F45A...

Date: 5/3/2022

Date: 5/4/2022

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APPENDIX A

STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE
BETWEEN

STATE OF WASHINGTON STUDENT ACHIEVEMENT COUNCIL
AND

Washington State University GEAR UP

WSAC DSA No. 23DS217 | WSU No. CCN002405

Before you are allowed access to the information in the data, you are required to sign the following statement:

As an employee of Washington State University GEAR UP, I have access to information provided by the State of Washington, Washington Student Achievement Council (WSAC). This information is confidential, and I understand that I am responsible for maintaining this confidentiality. I understand that the information may be used solely for the purposes of work under DSA No. 23DS217.

Please initial:

- _____ I have been informed and understand that all information related to this DSA is confidential and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system.
- _____ I understand that I am not to link data provided by the WSAC with other data or data sets as a way to determine the identity of an individual or individuals.
- _____ I also understand that I am not to access or use this information for my own personal information but only to the extent necessary and for the purpose of performing my assigned duties as an employee of Washington State University GEAR UP under this Agreement. I understand that a breach of this confidentiality will be grounds for disciplinary action, which may also include termination of my employment and other legal action.
- _____ I agree to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this DSA.

Employee

I have read and understand the above
Notice of Non-disclosure of information.

Supervisor

The employee has been informed of their
obligations including any limitations, use or
publishing of confidential data.

Signature _____

Printed Name _____

Organization _____

Job Title _____

E-mail address _____

Phone _____

Date _____

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Please check which district(s) and school(s) employee should be granted access:

	District	School(s)
<input type="checkbox"/>	College Place School District	College Place High School
<input type="checkbox"/>	Dayton School District	Dayton High School
<input type="checkbox"/>	Kennewick School District	Kamiakin High School
<input type="checkbox"/>	Kennewick School District	Kennewick High School
<input type="checkbox"/>	Kennewick School District	Southridge High School
<input type="checkbox"/>	Moses Lake School District	Moses Lake High School
<input type="checkbox"/>	Othello School District	Othello High School
<input type="checkbox"/>	Prescott School District	Prescott Junior/Senior High School
<input type="checkbox"/>	Soap Lake School District	Soap Lake Middle/High School
<input type="checkbox"/>	Touchet School District	Touchet Elementary/High School
<input type="checkbox"/>	Walla Walla School District	Walla Walla High School
<input type="checkbox"/>	Warden School District	Warden High School

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<input type="checkbox"/>	
<input type="checkbox"/>	

Please return signed forms to DSA Manager, Washington Student Achievement Council, PO Box 43430, Olympia, WA 98504-3430

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APPENDIX B

CERTIFICATE OF DATA DESTRUCTION

The following are acceptable destruction methods for various types of media, as advised by the Washington State Office of Privacy and Data Protection. At least one method defined under the various types of media must be used to destroy any data that you deem confidential or sensitive for that media type.

1. Optical discs

- Incinerate the disc(s); or
- Shred the discs

2. Magnetic tape(s)

- Degauss;
- Incinerate; or
- Crosscut shredding

3. Server, workstation, or laptop hard drives or similar media

- For mechanical hard drives, use a “wipe” utility which will overwrite the data at least three (3) times using either random or single character data;
- For solid state hard drives, use a “secure erase” utility that resets all cells to zero;
- Degauss sufficiently to ensure that the data cannot be reconstructed; or
- Physically destroy disk(s)

4. Portable media

- For mechanical hard drives, use a “wipe” utility which will overwrite the data at least three (3) times using either random or single character data;
- For solid state hard drives and devices, use a “secure erase” utility that resets all cells to zero;
- Degauss sufficiently to ensure that the data cannot be reconstructed;
- Physically destroy disk(s) or devices; or
- For smart phones and similar small portable devices use one of the following;
 - If the devices are encrypted and secured with a complex password, the data is considered destroyed. Before disposal or reissue of the device, make sure the data is encrypted and then reset the device to original or new condition; or
 - If a Mobile Device Management (MDM) solution for the device exists, enable the remote wipe command to destroy the data.

5. Cloud storage

- Use the cloud provider’s procedures to permanently delete the files and folders.

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6. Paper documents

Shred documents with a crosscut shredder.

7. Downloaded files

Overwrite the file with random data.

The undersigned hereby certifies that all electronic and paper copies of the following data provided to Washington State University GEAR UP by the Washington Student Achievement Council (WSAC) during the period of time covered by this agreement under DSA No. 23DS217 have been destroyed.

Description of paper copies and/or electronic files destroyed (file names provided by WSAC):

Method of Destruction: _____

Date of Destruction: _____

Name of Submitter: _____
(print)

Signature: _____

Date Signed: _____

Please return signed forms to DSA Manager, Washington Student Achievement Council, PO Box 43430, Olympia, WA 98504-3430