

TO: BOARD OF DIRECTORS

FROM: Dr. Ben Gauyan, Assistant Superintendent, Teaching and Learning

SUBJECT: Washington Guaranteed Admissions Program (WAGAP) Data share agreement

TYPE: Action Required

Date: August 8, 2023

The Washington Guaranteed Admissions Program (WAGAP) supports a college-going culture and guaranteed admission efforts at Central Washington University, Eastern Washington University, The Evergreen State College, Washington State University and Western Washington University. Together, and in partnership with our communities, we are committed to meeting the college and career goals of Washington students to increase access and credential completion in Washington through WAGAP.

WAGAP is focused on students in the 11th and 12th grades. Through data sharing partnerships with Washington school districts and schools, the participating institutions engage with high school juniors to ready them for college and familiarize them with college admissions and high school seniors to apply through guaranteed admissions or, if not eligible, through the general admissions process.

Recommendation: We recommend that the board approves the data sharing agreement with WAGAP.

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

BETWEEN

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

AND

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

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

1. PURPOSE, AUTHORITY AND RECITALS

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

2. PERIOD OF AGREEMENT

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

3. STANDARD OF CARE

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

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

4. DESCRIPTION OF DATA TO BE SHARED

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

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

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

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

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

5. CONSENT

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

be made.

6. CONTRACTORS PERFORMING INSTITUTIONAL SERVICES

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

7. DATA SHARING

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

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

8. RESPONSIBILITIES OF SCHOOL DISTRICT

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

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

9. RESPONSIBILITIES OF INSTITUTIONS

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

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

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

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

10. OWNERSHIP OF DATA

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

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11. TERMINATION

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

12. INDEMNIFICATION

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

13. GOVERNING LAW AND VENUE

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

14. ATTORNEY FEES AND COSTS

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

15. NONDISCRIMINATION

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

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

16. GENERAL PROVISIONS

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

School District	Institutions
<p>NAME Stanwood-Camano</p> <p>ADDRESS 26920 Pioneer Hwy Stanwood, WA 98292</p>	<p>Margaret Ortega Central Washington University 400 E. University Way Ellensburg, WA 98926</p> <p>Jens Larson Eastern Washington University 326 6th Street Cheney, WA 99004</p> <p>John Reed The Evergreen State College 2700 Evergreen Parkway NW Olympia, WA 98505</p>

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

17. CONTACTS

ENTITY PROVIDING DATA: SCHOOL

Contact Role	<u>Agreement Administrator</u>	<u>Technical Administrator</u>
Name:	Ben Gauyan Ed.D	Ryan Ovenell
Title:	Asst. Superintendent	Deputy Superintendent
Department:	Teaching and Learning	Technology
Email:	bgauyan@stanwood.wednet.edu	rovenell@stanwood.wednet.edu
Telephone:	360-629-1200	360-629-1200

ENTITY RECEIVING DATA: INSTITUTIONS

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

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

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




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

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

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

18. SIGNATURES

The signatures below indicate agreement between the entities:

District/School	Institution
<hr/> <p>Signature _____ Date _____</p> <p>Name: Stanwood-Camano Title: _____ District/School: _____</p>	<div style="text-align: center;">  7/26/23 </div> <hr/> <p>Signature _____ Date _____</p> <p>Name: Margaret Ortega Title: Vice President, Student Engagement & Success Institution: Central Washington University</p> <div style="text-align: center;">  7/11/23 </div> <hr/> <p>Signature _____ Date _____</p> <p>Name: Annika Scharosch Title: Associate Vice President, Civil Rights, Compliance & Enterprise Risk Management Institution: Eastern Washington University</p> <div style="text-align: center;">  7/21/23 </div> <hr/> <p>Signature _____ Date _____</p> <p>Name: John Reed Title: Chief Enrollment Officer Institution: The Evergreen State College</p>



6/23/23

Signature

Date

Name: Shannon Carr

Title: Assistant Vice Chancellor, Enrollment Services

Institution: University of Washington Tacoma



7/5/23

Signature

Date

Name: Saichi Oba

Title: Vice Provost, Enrollment Management

Institution: Washington State University



6/21/23

Signature

Date

Name: Shelli Soto

Title: Associate Vice President, Enrollment Management

Institution: Western Washington University



Guaranteed Admissions Program

2023-24

Washington's public four-year college and universities, in partnership with our communities, are committed to meeting the college and career goals of Washington students. Focused on increasing access and credential completion in Washington, many of Washington's public baccalaureate institutions offer guaranteed admissions programs for students who meet set criteria.

Washington Public Baccalaureate Institution Guaranteed Admissions Program (WAGAP)

The Guaranteed Admissions Program supports a college going culture and guaranteed admission efforts at Central Washington University, Eastern Washington University, The Evergreen State College, University of Washington Tacoma, Washington State University and Western Washington University.

WAGAP is focused on students in the 11th and 12th grades. Through data sharing partnerships with Washington school districts and schools, the participating institutions engage with:

- Students in the 11th grade to ready them for college and familiarize them with college admissions and,
- Students in the 12th grade determine eligibility for guaranteed admissions or if not eligible, to engage through the general admissions process.

To be eligible for guaranteed admission students **must** meet or be on track by fall 2024 admissions to meet two requirements:

- Earn a 3.0 cumulative GPA **AND**
- Complete **ALL** Washington's College Academic Distribution Requirements (CADRs)

To be on track for CADRs, a student must have completed all CADRs by fall 2024 admissions. Some CADRs require completion in the senior year of high school. A student who has not yet but is expected to complete a CADR by fall 2024 admissions, including during the school year or summer, would be considered in-progress and on track.

District and School Participation in WAGAP

For the 2023-24 academic year, districts and schools must complete a signed WAGAP joint data sharing agreement and letter of support by September 30, 2023. For additional information, districts and schools should reach out to a participating institution or the Council of Presidents.

2023-24 Washington Guaranteed Admission Program District/School Participation

Washington's public four-year college and universities, in partnership with our communities, are committed to meeting the college and career goals of Washington students. Focused on increasing access and credential completion in Washington, many of Washington's public baccalaureate institutions offer guaranteed admissions programs for students who meet set criteria.

The participating public four-year institutions established the following process for district and school participation in the Washington Guaranteed Admission Program (WAGAP).

This document will outline the steps and deadline for participation of districts and schools in the Washington Guaranteed Admissions Program, including:

- A summary of the program in 2023-24.
- Process and deadlines for districts and schools to participate in the WAGAP in 2023-24.

Washington Public Baccalaureate Institution Guaranteed Admission Program

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Contact information for each participating institution and the Council of Presidents can be found in Appendix A. Districts and schools are strongly encouraged to reach out with questions.

District and School Participation in WAGAP

Districts or schools must complete the following by the stated deadline to participate in WAGAP beginning in the 2023-24 academic year. All forms, templates and materials will be posted at the WAGAP [webpage](#), under the section "For Partner Districts & Schools".

1. Complete a signed copy of the *WAGAP Joint Data Sharing Agreement (DSA)* with participating baccalaureate institutions.
2. Complete and send a *Letter of Support* at the district level signed by the superintendent or at the school level signed by the principal confirming participation and point of contact for WAGAP communications. A template can be found in Appendix D.
3. Send to Council of Presidents at jgarver@councilofpresidents.org, no later than **September 30, 2023**:
 - The signed *WAGAP Joint Data Sharing Agreement (DSA)* with participating baccalaureate institutions. The DSA must be completed, signed and sent to the Council of Presidents. Instructions to send the DSA are provided in Appendix B.
 - Signed *Letter of Support* by the district superintendent or school principal. Instructions to send the *Letter of Support* are provided in Appendix C. A *Letter of Support* template is available in Appendix D.
4. The Council of Presidents will provide each participating institution with a copy of the signed DSA and letter.
5. The Council of Presidents will send to each district or school confirmation of receipt of DSA and letter.
6. To participate a district or school must complete the *WAGAP Joint Data Sharing Agreement* with all participating institutions. Individual district or school data sharing data agreements will not be considered as part of WAGAP.

Deadlines for Data Uploads

The deadlines for data uploads are set as windows of time to allow for some flexibility for districts and schools.

There are three data uploads for 11th grade and 12th grade WAGAP eligible students. Students in the 12th grade are considered WAGAP eligible students if they are on track or have met the criteria for guaranteed admission.

- Earn a 3.0 cumulative GPA **AND**
- Complete **ALL** Washington's College Academic Distribution Requirements (CADRs)

If your district or school needs additional time, please reach out to Council of Presidents, jgarver@councilofpresidents.org to discuss next steps.

Deadline	11 th Grade/Juniors	12 th Grade/Seniors
November 1-December 1	X	X
January 22-February 16	X	X
June 3-28	X	X

Appendix A

Participating Institution Contacts

JoAnn Page
Central Washington University
joann.page@cwu.edu
(509) 963-1215

Wade Arave
The Evergreen State College
aravew@evergreen.edu
(360) 867-6176

Andrew Brewick
Washington State University
andrew.brewick@wsu.edu
(509) 335-2275

Julie Garver
Council of Presidents
jgarver@councilofpresidents.org
(360) 292-4102

Jana Jaraysi
Eastern Washington University
jjaraysi@ewu.edu
(509) 359-2450

Shannon Carr
University of Washington, Tacoma
slcarr21@uw.edu
(253) 692-4411

Cezar Mesquita
Western Washington University
cezar.mesquita@wwu.edu
(360) 650-4350

Appendix B

2023-24 WAGAP Joint Data Sharing Agreement (DSA) Submission Instructions

1. District or School complete the fillable, PDF *WAGAP Joint Data Sharing Agreement (DSA)*.
 - a. The DSA can be found [here](#), located on the WAGAP webpage under the section "For Partner Districts & Schools"
2. Sign the PDF. There are two options to sign the DSA.
 - a. Option 1: Wet signature and scan
 - i. Complete the PDF.
 - ii. Print the PDF.
 - b. Option 2: Electronic signature and scan.
 - i. Complete the PDF.
 - ii. Click on *Configure New Digital ID*
 - iii. Select *Create a New Digital ID*.
 - iv. Select *Save to File*.
 - v. Create a *Self-Signed Digital ID* by following the prompts
 - vi. Sign the DSA
3. Save or scan the DSA and send to jgarver@councilofpresidents.org **no later than September 30, 2023**.
4. The DSA will be sent to the Council of Presidents.
5. The Council of Presidents will provide each participating institution with a copy of the signed DSA and post through a shared portal.
6. The Council of Presidents will send to each district or school confirmation of receipt of DSA.

Appendix C

2023-24 WAGAP Letter of Support Submission Instructions

1. District or School complete a *Letter of Support*.
 - a. A *Letter of Support* template can be found in Appendix C.
2. Gather signatures for the *Letter of Support*.
 - a. District's superintendent signature.
 - b. School's principal signature.
3. Scan the *Letter of Support* and send to jgarver@councilofpresidents.org **no later than September 30, 2023**.
7. The *Letter of Support* will be sent to the Council of Presidents.
8. The Council of Presidents will provide each participating institution with a copy of the signed *Letter of Support* and post through a shared portal.
9. The Council of Presidents will send to each district or school confirmation of receipt of the *Letter of Support*.

Appendix D

District or School Letter of Support Template

DATE

Letter of Support

In my capacity as the [Insert title] of [Insert District or School Name] I fully support the public baccalaureate Guaranteed Admission Program (WAGAP) and the completion of a data sharing agreement with the institutions participating in WAGAP.

The intent of WAGAP 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 [Insert District or School Name] is [Insert Name, Title, Contact Information].

Sincerely,

Name

Title

District or School

Address

City, State, Zip