

DATA SHARING AGREEMENT
BETWEEN
WASHINGTON STUDENT ACHIEVEMENT COUNCIL
AND
SUMNER-BONNEY LAKE SCHOOL DISTRICT

This Agreement is made and entered into by and between the Washington Student Achievement Council, (hereinafter referred to as the “WSAC”) and the Sumner-Bonney Lake School District, (hereinafter referred to as the “Data Recipient(s)”), authority granted in Chapter 28B.92.200(5), 28B.118, and 39.34 of the Revised Code of Washington (RCW), relevant federal statutes including FERPA and the Higher Education Act of 1965, 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 (hereinafter referred to as the “Received Data”). This Agreement provides the Data Recipient(s) access to the WSAC data necessary for:

- FAFSA data: The Data Recipient(s) to identify and assist students who have or will complete a financial aid application as defined by WSAC.
- College Bound data:
 - Assist WSAC in maintaining accurate and current student contact information to ensure timely delivery of College Bound program communications and resources.
 - Data Recipient(s) to provide targeted College Bound program supports to students, Associated Student Body fee waivers, postsecondary application fee waivers, and other available resources that promote postsecondary access.
- Washington College Grant eligibility data:
 - Data Recipient(s) to identify income-eligible students for the Washington College Grant.
 - Data Recipient(s) to provide targeted supports to students that inform them about their automatic income-eligibility for the Washington College Grant to promote postsecondary opportunities in Washington state.

Description of data to be shared:

- FAFSA data: For students in the Data Recipient’s district, WSAC will provide information for students with an expected graduation year of the next year, to staff who have signed a non-disclosure agreement
- CBS data: For students in the Data Recipient’s district, WSAC will provide information for College Bound Students in 7th through 12th grade who have already been auto-enrolled.
- WCG Eligibility data: For students in the Data Recipient’s district, WSAC will provide information for students in 10th, 11th and 12th grade who are income-eligible for the Washington College Grant

II. DATA CLASSIFICATION

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

The classification of Received Data 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
 - 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 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

Redisclasure of information received from WSAC by Data Recipient(s) staff, officers, and independent contractors is prohibited. If the Data Recipient(s) becomes legally compelled to disclose any Received 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 WSAC with prior notice before disclosure so that WSAC may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure 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 Recipient(s) will disclose only that portion of the Received 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

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 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 WSAC. Notwithstanding the foregoing, the Data Recipient(s) may make known in a public fashion the existence of the Agreement without prior consent of WSAC.

VII. LIMITATION ON ACCESS AND USE

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

- a) The Data Recipient(s) shall not use the Received Data for any commercial or advertising purposes nor beyond the purpose identified in this agreement.
- b) The Data Recipient(s) shall provide drafts of all public displays of information that result from an analysis of Received Data at least ten (10) working days prior to publication.
- c) The Data Recipient(s) shall not duplicate or redisclose Received Data at the individual level.
- d) The Data Recipient(s) shall protect the confidentiality of the Received Data as required by the laws cited in this Agreement.

- e) The Data Recipient(s) shall protect the confidentiality of the Received Data 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.

The Data Recipient(s) shall destroy any and all Received Data 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 Received Data as follows:

- a) Access to the Received Data 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 Received Data 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 Received Data 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 Received Data 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 Received Data 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 Received Data 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 Received Data 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 Received Data will sign a Notice of Non-disclosure (see Appendix A). No data may be released to any personnel or agent until WSAC receives the completed Notice of Non-disclosure for that individual.

X. ONSITE INSPECTIONS

The Data Recipient(s) shall permit 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.

XI. SECURITY AWARENESS TRAINING

The Data Recipient(s) agrees that all their authorized personnel, including information technology staff and network administrators, who will have access to Received Data have completed the Data Recipient's security awareness program and/or training.

XII. BACKUP AND RESTORATION The backup and restoration requirements in this document reflect the applicable requirements of the Washington Office of the Chief Information Security Offices' SEC-04-01-S Data Backup and Recovery Standard, which WSAC is required to follow.

The Data Recipient(s) acknowledges it is required to comply with the Washington Office of the Chief Information Security Offices' (OCIO) SEC-04-01-S Data Backup and Recovery Standard. The Data Recipient(s) using a vendor service to perform their backups are responsible for coordinating with the vendor to document the backup plan. The Data Recipient(s) performing their own backups must document the data backup plan for the IT systems in their environments. The Data Recipient(s) must revise the recovery strategies upon the addition of computing and network devices to their environments. The Data Recipient(s) must perform and document testing of their data backup and recovery plan. The Data Recipient(s) must maintain at least one copy of the recovery procedure off-site and revise the backup procedure at least annually.

XIII. INCIDENT NOTIFICATION AND RESPONSE

To ensure the scope and impact of data security incidents are properly evaluated, the following response and notification process will be implemented.

1. The Data Recipient(s) shall report all IT security incidents to WSAC as soon as possible, but not later than 48 hours after discovery of an incident.
2. The Data Recipient(s) shall investigate to determine degree of severity and share findings with WSAC. Data Recipient(s) shall take steps to mitigate the incident.
3. WSAC CISO shall notify the state CIO (if required).
4. When necessary, the state CIO may convene Security Incident Communication Team (SICT).
5. The State CIO may authorize and coordinate release of public notification with breached data from state agency(s) (if required).

XIV. 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.

XV. PERIOD OF PERFORMANCE

The Agreement shall commence on the date of execution of this Agreement, and shall continue to **06/30/2030**, or until terminated sooner by either party as provided herein.

XVI. TERMINATION OF ACCESS

WSAC may, at its discretion, disqualify an individual authorized by the Data Recipient(s) from gaining access to the Received 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 WSAC does not affect other individuals authorized under this Agreement.

XVII. 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.

XVIII. Compliance with FERPA.

The parties acknowledge that the Received Data under this Agreement may contain personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99. Each party agrees to comply with all applicable provisions of FERPA in the handling and use of such data.

The Data Recipient(s) agrees:

1. **Authorized Purpose Only.** To use the Received Data solely for the purposes stated in this Agreement and consistent with any applicable FERPA exception, including but not limited to the "school official" exception or the "studies" exception under 34 C.F.R. § 99.31(a)(1) or (a)(6).

2. **Non-Disclosure.** Not to disclose any personally identifiable information from education records to any other party without the prior written consent of the parent or eligible student, unless such disclosure is authorized by FERPA.
3. **Data Security.** To implement and maintain administrative, physical, and technical safeguards that reasonably protect the confidentiality and integrity of the Received Data and prevent unauthorized use or disclosure.
4. **Subcontractors.** To ensure that any contractors or subcontractors granted access to the Received Data are bound by equivalent confidentiality and FERPA compliance obligations, and do not have independent rights to use or disclose the data.
5. **Data Destruction.** To return or securely destroy all personally identifiable information upon expiration or termination of this Agreement, in accordance with the data disposition terms herein, unless otherwise required by law.
6. **Recordkeeping.** To maintain records of Received Data access and disclosures as required by 34 C.F.R. § 99.32.

XIX. 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.

XX. DATA DESTRUCTION

The Data Recipient(s) agrees to destroy the Received Data within forty-five (45) days upon 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.

XXI. INDEMNIFICATION

Each party shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and 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.

XXII. 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.

XXIII. 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

DISTRICT NAME: Sumner-Bonney Lake School District
SUPERINTENDENT: Laurie Dent
ADDRESS: 1202 Wood Ave Sumner, Washington 98390-1933

TELEPHONE: (253)891-6080
EMAIL: laurie_Dent@sumnersd.org

Please identify a second individual who will perform these tasks in the event of staff change:

NAME: Kelly Denn
TITLE: Assistant Superintendent of Instructional Services
ORGANIZATION: Sumner-Bonney Lake School District
ADDRESS: 1202 Wood Ave Sumner, Wa. 98390
TELEPHONE: 253.891.6000
EMAIL: Kelly-denn@sumnersd.org

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. TERMINATION FOR CAUSE

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. 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.

XXVIII. ASSIGNMENT

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

XXIX. 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.

XXX. CHANGES, MODIFICATIONS AND AMENDMENTS

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

XXXI. 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

XXXII. REPORTS AND DELIVERABLES

Data Recipient agrees to share any final draft reports resulting from using the Received Data one week before publication.

The Data Recipient agrees to present any deliverable resulting from using the Received Data one week before officially using the deliverable.

XXXIII. 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 12 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

SUMNER-BONNEY LAKE SCHOOL DISTRICT

Printed Name: Daniel Oliver

Printed Name: Laurie Dent

Title: Director of Research

Title: Superintendent

Signature: 

Signature: 

Date: 12/18/2025

Date: 12/16/25

Email: laurie_Dent@sumnersd.org