Washington Guaranteed Admissions Program (WAGAP)
DATA SHARING AGREEMENT

BETWEEN

North Thurston Public Schools, 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. "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, four-year institutions of the State of Washington, operating under Title 28B.10 of the Revised Code of Washington (hereinafter "INSTITUTIONS")

AND
The Council of Presidents (COP) – an association of Washington's public, four-year INSTITUTIONS (hereinafter "COP")

AND

The Washington Office of Financial Management Education Research and Data Center (ERDC) is responsible for conducting collaborative analyses of early learning, K-12, and higher education and education issues across the P-20 system under RCW 43.41.400 (hereinafter "ERDC").

HEREINAFTER referred to individually as a "PARTY" and collectively as the "PARTIES."

SCOPE AND PERMISSIBLE DATA USES

This Data Sharing Agreement (DSA) sets out how the PARTIES will share identifiable education records to support the Washington Guaranteed Admissions Program (WAGAP). For purposes of this DSA, DATA is any information created, collected, maintained, transmitted, or stored by or for the purposes of WAGAP. This DSA ensures that DATA is used responsibly and protected under state and federal privacy laws, including the Family Educational Rights and Privacy Act (FERPA) and applicable sections of the Revised Code of Washington (RCW 28A.604, RCW 28B.77, RCW 42.56, and RCW 43.41.400).

Information shared pursuant to this DSA will be used only to:

- Identify students eligible for WAGAP to INSTITUTIONS.
- Increase awareness about admissions to Washington's public, four-year institutions for students in the 11th grade and 12th grade.
- Support high schools and families with university readiness and admissions information and communications.
- Allow ERDC to link DATA with data in the Office of Financial Management's (OFM) P-20 Workforce system to support required reporting.
- Allow COP and ERDC to use DATA to provide aggregate reports on university enrollment, retention, and completion outcomes for PARTIES to the DSA.

- Share SCHOOL's own data back to SCHOOL to investigate data quality issues, explore adding new fields, or conduct INSTITUTION defined analyses.

- Allow analysis and reporting of DATA that is expressly requested, required, and mandated by legislative action. ERDC will ensure the data released under this provision conforms to FERPA requirements to protect against redisclosure of Personally Identifiable Information (PII) by direct or indirect means.

- Ad hoc requests by COP for analyses appropriate to the inquiry and work of COP and the PARTIES to the DSA are subject to the terms of this DSA that specify how DATA received under this provision is to be held, used, and shared.

PERIOD OF AGREEMENT

This DSA begins upon execution and remains in effect through October 1, 2030, unless extended or terminated earlier by written notice from any party. This DSA may be extended by mutual agreement of the PARTIES in writing.

CONSENT

SCHOOL recognizes that 34 C.F.R. 99.30 requires prior written consent of the student or parent/guardian before the release of PII from a student's educational records. SCHOOL must obtain consent to release PII information before releasing pursuant to this DSA. SCHOOL shall follow FERPA rules, all applicable laws, and its parent/student consent structure to ensure all DATA is allowable.

STANDARD OF CARE

All PARTIES to this DSA agree, understand, and respect the fundamental privacy rights vested in individuals, associated with the DATA connected with the purpose of this DSA. All PARTIES to the DSA shall have, as general duties, the obligations to exercise due care and take commercially best efforts to protect such individual privacy rights.

All PARTIES to this DSA represent and warrant that, with regard to confidentiality, availability, and integrity of DATA, and safeguarding the privacy rights of individuals, data storage and handling of DATA in connection with the purpose of this DSA shall be undertaken in compliance with current WaTech standards, policy, and best practices. Such standards, policies, and best practices can be found at: https://watech.wa.gov/policies/data-sharing-policy.

In order to ensure the confidentiality of DATA shared pursuant to this DSA, all PARTIES to the DSA shall, unless otherwise directed:

a. Strictly comply with all state and federal laws that govern the use and release of DATA, including FERPA and its regulations, as set forth at 34 C.F.R. §99.
b. Restrict access to the DATA to only persons with a business need to access data tables and systems.
c. Designate in writing a single agreement administrator and a single technical administrator or their designee who will be responsible for requesting DATA under this

DSA. The agreement administrator and technical administrator or their designees shall be responsible for overseeing transmission of 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. Maintain all DATA obtained under this DSA in a secure data environment and not copy, reproduce, or transmit DATA obtained except as necessary to fulfill the overriding goals of this DSA. All copies of data received under this DSA are subject to the provisions of this DSA.

e. Maintain up-to-date industry best practices for technical and administrative security, including but not limited to:

    i. Implementing industry standard identification and authentication practices to gain access to the systems and data, and requiring users to be uniquely identified and authenticated before accessing data;
    ii. Maintaining data security shall follow all institutional state and federal policies.
    iii. Encrypting data during transmission;
    iv. Establishing defined data security roles, which limit users' access to only the data necessary for them to perform their job functions;
    v. Securing access to any physical areas or electronic devices where data is stored;
    vi. Implementing industry-standard network protection, intrusion, and detection practices to prevent unauthorized access to and from a private network; and
    vii. Installing industry-standard antivirus software to protect the network, systems, and user devices.

f. Report in writing all known or suspected data breaches to the affected PARTIES in accordance with RCW 42.56.590.

g. Destroy or return all original DATA obtained pursuant to this DSA when it is no longer required or upon termination of this DSA or 5 years from the receipt of the data.

h. The PARTIES will follow their organizational retention policies and policies as they pertain to the destruction and delegation of DATA.

DATA SHARING

SCHOOL will provide INSTITUTIONS and COP 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 or COP until this DSA is signed by all PARTIES.

DESCRIPTION OF DATA TO BE SHARED

SCHOOL named in this agreement submits identifiable DATA to INSTITUTIONS and COP and shall include the following data variables for 12th-grade students.

a. SCHOOL College Entrance Examination Board (CEEB) Codes
b. First Name
c. Last Name
d. State Student Identifier (SSID)
e. Date of Birth
f. Grade Level
g. Graduation Requirements Year
h. Email(s) on record (school, personal) for student and parent/guardian*
i. Mailing Address
j. Second Mailing address
k. Unweighted cumulative GPA
l. Indicator of completion or in progress to complete high school credits and subject areas required to meet WAGAP eligibility.

*An email is required. Email(s) on record must include at least, but if available, a student's school email or personal email.

SCHOOL named in this agreement submits DATA to INSTITUTIONS and COP and shall include the following data variables for 11th-grade students.

a. SCHOOL CEEB Codes
b. First Name
c. Last Name
d. State Student Identifier (SSID)
e. Date of Birth
f. Grade Level
g. Graduation Requirements Year
h. Email(s) on record (SCHOOL, personal) for student and parent/guardian*
i. Mailing Address
j. Second Mailing Address

*An email is required. Email(s) on record must include at least, but if available both, both a student's school email and personal email.

RESPONSIBILITIES OF SCHOOL

SCHOOL will provide DATA for the school years during the period of the agreement for students 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 file containing DATA for students that meet the following: (1) A cumulative GPA of 3.0 or higher, (2) Indicator of completion or in progress to complete high school credits and subject areas required to meet WAGAP eligibility, and (3) in the 12th grade.
b. A file containing DATA for students in the 11th grade.

c. DESCRIPTION OF DATA TO BE SHARED identifies the DATA variables required.

SCHOOL may partner with entities (i.e., student information system providers, education service districts) to provide the data sets required through this agreement.

RESPONSIBILITIES OF INSTITUTIONS

INSTITUTIONS will receive data from COP for the school years during the period of the agreement as outlined in SCOPE AND PERMISSIBLE DATA USES.

RESPONSIBILITIES OF COUNCIL OF PRESIDENTS

COP will provide INSTITUTIONS with DATA as identified in this DSA for the purposes outlined in SCOPE AND PERMISSIBLE DATA USES.

COP will provide ERDC with data under a separate DSA that will allow ERDC to link high school student data and DATA with postsecondary enrollment, retention, and completion data to meet the purposes outlined in Section: SCOPE AND PERMISSIBLE DATA USES. COP may use aggregate-level, suppressed feedback reports and summary analysis, as outlined in RESPONSIBILITIES OF ERDC, for WAGAP reporting and communications.

RESPONSIBILITIES OF ERDC

ERDC will link DATA provided by COP under a separate DSA to P20W data for the purposes identified in Table 1.

a. External data requests for record-level or aggregate not-suppressed data from any organization that is not a party to this DSA. These requests are considered a redisclosure of DATA and must be approved by ERDC and PARTIES per the process described below.

Table 1: Permissible Uses of DATA by ERDC

Data Use	Governance Requirements
a. To fulfill data requests for summary-level data with suppression from COP, INSTITUTIONS, or SCHOOL for a project or research question **included in** SCOPE AND PERMISSIBLE DATA USES.	**Covered under this agreement -** no additional notification or authorization required. Results of the request will be shared with all PARTIES.
b. To fulfill data requests from COP, INSTITUTIONS, or SCHOOL for a project or research question that is **not included in** SCOPE AND PERMISSIBLE DATA USES.	**Written Notification –** will be sent to all PARTIES prior to DATA use. Written notification of the request includes information provided in Exhibit 1: Example Written Notification from ERDC to WAGAP PARTIES.
c. To conduct analysis or produce reports that help SCHOOL, INSTITUTIONS and COP understand student outcomes after graduation.	**Not a redisclosure of DATA because ERDC is conducting the analysis or producing the reports -** the PARTIES will be sent a copy of the summary analysis upon completion.
d. To fulfill external data requests **from any organization that is not a party to this DSA** for summary data that is suppressed.	**Not a redisclosure of DATA because it is summary and suppressed for small cell counts -** the PARTIES will be sent a copy of the summary analysis when it is released to the requester.
e. To fulfill external data requests **from any organization that is not a party to this DSA** for record-level or aggregate data that is not suppressed.	**Opt-Out Authorization –** authorization will be sent to all PARTIES, and they will be given 15 working days to opt out of participating in the project. Opt-Out Authorization for the request includes information provided in Exhibit 2: Example Opt-Out Authorization Request from ERDC to PARTIES

RE-DISCLOSURE OF DATA

Uses of DATA not specified in SCOPE AND PERMISSIBLE DATA USES section of this DSA and which are considered a redisclosure of education records because they contain PII (direct or indirect identifiers) are subject to evaluation and approval according to the data request policies and procedures outlined by OFM ERDC on their website (After Your Data Request is Submitted | Washington State Education Research and Data Center) and in ERDC's P20W Data Governance Manual.

The OFM ERDC shall ensure that each redisclosure to a receiving entity is permitted under FERPA and reviewed by the Washington State Institutional Review Board (WSIRB) if the request is determined by ERDC to meet the criteria for research.

The OFM ERDC shall only redisclose the minimum possible data for it and/or a receiving entity to comply with applicable law. Approved data requestors will receive either aggregate unsuppressed datasets or record-level data sets that have PII removed and replaced with a research identifier generated by OFM ERDC. Further, the OFM ERDC shall ensure that each redisclosure to a receiving entity shall be permitted under FERPA and reviewed by WSIRB if the request is determined by ERDC to meet the criteria for research.

OWNERSHIP OF DATA

All data shared by SCHOOL pursuant to this DSA will remain the property of SCHOOL. INSTITUTIONS and COP understand that nothing in this DSA conveys ownership of DATA to INSTITUTIONS.

All data shared by INSTITUTIONS pursuant to this DSA will remain the property of INSTITUTIONS. SCHOOL understands that nothing in this DSA conveys ownership of institution data to SCHOOL.

INDEMNIFICATION

The PARTIES to this DSA will be responsible for their own acts or omissions and for those of their directors or trustees, officers, employees, agents, and volunteers. No party assumes any responsibility to another party of this DSA for the consequences of any act or omission of any person, firm, or corporation not a party to this DSA. No party to this DSA shall be considered the agent of another party to this DSA.

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 INSTITUTION involved in the suit.

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.

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.

GENERAL PROVISIONS

All official notices required under this DSA will be given in writing as follows:

a. Entire Agreement This DSA constitutes the entire agreement between the PARTIES and supersedes any prior oral or written agreements, commitments, or understandings concerning the matters provided for in this DSA. No other understanding, oral or otherwise, regarding the subject matter of this DSA will be deemed to exist or to bind any of the PARTIES hereto.
b. Termination. This DSA may be terminated by any party upon thirty days' written notice delivered to the other PARTIES.
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 any party to this DSA 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 PARTIES. 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.

CONTACTS

Agreement Administrator

- *The individual* who will provide oversight of the activities conducted under this DSA.

Signatory

- *The person with contract signature authority for your INSTITUTIONS.*

Privacy Administrator

- *The* individual designated to receive legal notices and to administer, amend, or terminate this DSA.

Technical Administrator

- *The IT or data lead who will be following the DSA requirements and handling receipt of the data.*

ENTITY PROVIDING DATA: SCHOOL

Contact Role	Agreement Administrator	Technical Administrator
Name:	Sarah Rich	Becky Cottrell
Title:	Assistant Superintendent	Assessment Coordinator
Department:	Instructional Services	Assessment
Email:	srich@ntps.org	bcottrell@ntps.org
Telephone:	360-412-4463	360-412-4461

ENTITY RECEIVING DATA: INSTITUTIONS

Contact Role	Agreement Administrator	Technical Administrator
Name:		
Institution:	Central Washington University	Central Washington University
Title:		
Department:		
Email:		
Telephone:		

Contact Role	Agreement Administrator	Technical Administrator
Name:		
Institution:	Eastern Washington University	Eastern Washington University
Title:		
Department:		
Email:		
Telephone:		

Contact Role	Agreement Administrator	Technical Administrator
Name:		
Institution:	The Evergreen State College	The Evergreen State College
Title:		
Department:		
Email:		
Telephone:		

Contact Role	Agreement Administrator	Technical Administrator
Name:		
Institution:	University of Washington Tacoma	University of Washington Tacoma
Title:		
Department:		
Email:		
Telephone:		

Contact Role	Agreement Administrator	Technical Administrator
Name:		
Institution:	Washington State University	Washington State University
Title:		
Department:		
Email:		
Telephone:		

Contact Role	Agreement Administrator	Technical Administrator
Name:		
Institution:	Western Washington University	Western Washington University
Title:		
Department:		
Email:		
Telephone:		

Contact Role	Agreement Administrator	Technical Administrator
Name:		
Institution:	Council of Presidents	Council of Presidents
Title:		
Department:		
Email:		
Telephone:		

Contact Role	Agreement Administrator	Technical Administrator
Name:		
Title:	Office of Financial Management Education Research & Data Center	Office of Financial Management Education Research & Data Center
Department:		
Email:		
Telephone:		

b. SIGNATURES

The signatures below indicate agreement between the entities:

District/SCHOOL

Sarah R 6/4/26

Signature Date

Name: Sarah Rich
Title: Assistant Superintendent
District/SCHOOL: North Thurston Public Schools

INSTITUTIONS

Signature Date

Name:
Title:
INSTITUTION: Central Washington University

Signature Date

Name:
Title:
INSTITUTION: Eastern Washington University

Signature Date

Name:
Title:
INSTITUTION: The Evergreen State College

Signature Date

Name:
Title:
INSTITUTION: University of Washington Tacoma

Signature Date

Name:
Title:
INSTITUTION: Washington State University

Signature Date

Name:
Title:
INSTITUTION: Western Washington University

Signature Date
Name:
Title:
Entity: Council of Presidents

Signature Date
Name:
Title:
Entity: Office of Financial Management Education Research & Data Center

Resaer

Exhibit 1
Example Written Notification from ERDC to WAGAP PARTIES

Date:

The Office of Financial Management Education Research & Data Center (OFM ERDC) has designated (data requestor) as an entity entitled to redisclosure of data and meets the requirements of FERPA and/or this DSA for the purposes set forth below.

The details of the request are as follows:

- **Purpose & Scope**
- **Data Set Type (Unredacted Aggregate or Student-Level):**
- **Duration:**
- **Data Elements Disclosed:**

[If unredacted aggregate or student-level data will be shared include the following]:

OFM ERDC and (data requestor) have executed a data sharing agreement that requires (data requestor) to:

- Use DATA, including, but not limited to, PII from education records only to meet the purpose(s) of the study,
- Limit access to DATA, including, but not limited to, PII from education records, to researchers with legitimate interests who are participating in the study as stated in the written agreement,
- Conduct the study in a manner that doesn't permit the identification of parents or students by anyone other than representatives of the organization with legitimate interests who are participating in the study, as stated in the written agreement.
- Destroy all DATA, including, but not limited to, PII from education records, when the information is no longer needed for the purposes for which the study stated in the written agreement was conducted and within a specified time period.

Exhibit 2

Example Opt-Out Authorization Request from ERDC to WAGAP PARTIES

Date:

The Office of Financial Management Education Research & Data Center (OFM ERDC) has received a request from (data requestor) to use DATA:

The details of the request are as follows:

- **Purpose & Scope:**
- **Data Set Type (**Redacted Aggregate, Unredacted Aggregate or Student-Level):
- **Duration:**
- **Data Elements Disclosed:**

OFM is authorized to fulfill this request (for redacted aggregate data)/ execute a data sharing agreement designating (Requestor) as an authorized representative for purposes of conducting the audit/evaluation specified in the data request (unredacted or student-level data) unless WAGAP PARTY submits Authorization Opt-Out Form to ERDC by (Due Date).

To opt out of authorizing this request, please complete and return this form prior to (Due Date).

☐ No (WAGAP party) does not approve or authorize ERDC to fulfill described Data Request.

☐ Conditional Authorization. (Entity) conditionally authorized ERDC to fulfill described Data Request according to the WAGAP party comments provided below.

Authorization Review Comments:

Date:

Signature:

Name:

WAGAP party:

NTPS Contract# 0036-2627

NORTH THURSTON PUBLIC SCHOOLS

ADMINISTRATIVE OFFICES • 305 COLLEGE STREET NE, LACEY, WASHINGTON 98516
TELEPHONE: (360) 412-4400 •FAX: (360) 412-4410• WWW.NTPS.ORG

June 4, 2026

To Whom It May Concern:

In my capacity as the Superintendent of North Thurston Public Schools, I fully support the public baccalaureate Washington Guaranteed Admissions Program (WAGAP) and the completion of a data sharing agreement with the institutions participating in WAGAP.

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

The point of contact for North Thurston Public Schools is Becky Cotrell, Assessment Coordinator.

Sincerely,

Troy M. Oliver, Superintendent
North Thurston Public Schools
305 College St. NE
Lacey, WA 98516

BOARD OF DIRECTORS
GRETCHEN MALISKA • JEFF LINE • SARAH TRACY • MICHELLE GIPSON • ESPERANZA BADILLO-DIIORIO
EQUAL EDUCATIONAL OPPORTUNITIES - EQUAL EMPLOYMENT OPPORTUNITIES