
**DATA USE AGREEMENT
BETWEEN
WASHINGTON STUDENT ACHIEVEMENT COUNCIL
AND
*Lake Stevens School District***

This Data Use Agreement is entered into by and between *Lake Stevens School District* (hereinafter called "**Data Receiver**"), and the **Washington Student Achievement Council** (hereinafter called the "**Data Provider**"). Furthermore, the Data Receiver (*Lake Stevens School District*), will, for the purposes of the below outlined audit or evaluation serve as an authorized representative of the Washington Student Achievement Council.

This agreement will become effective upon signature by both parties and will remain effective through the end of June 2018.

I. SCOPE OF WORK

The Parties desire to cooperate with each other in sharing information contained in student education records for the purposes of assisting the Local Education Agency (LEA) in identifying students who have or will complete a Free Application for Federal Student Aid (FAFSA) as defined by the U.S. Department of Education.

II. DEFINITIONS

For the purposes of this data use agreement,

- "Identifying information"/"identifying data" shall refer to any data elements that could potentially identify a student or employee and includes DOB, gender, and race/ethnicity.
- "Confidential information"/"confidential data" shall refer to any non-public information regarding an individual student.

FERPA Regulations and Audit or Evaluation Exception:

All data sharing measures will be performed in accordance with the requirements of the federal "Family Education Rights and Privacy Act of 1974" as amended, (20 U.S.C. §1232g) (FERPA). FERPA §1232g(b)(1)(C) provides that education records and personally identifiable information (PII) may be released without student or parental consent to "authorized representatives of the

- d. *Reasonable Methods.* The Data Receiver agrees to use “reasonable methods” to ensure to the greatest extent practicable that Data Receiver and all parties accessing data are FERPA-compliant. Specifically, this means: 1) PII may only be used to carry out an audit or evaluation of federal or state-supported education programs, or for the enforcement of or compliance with federal legal requirements related to these programs; 2) The Data Receiver must protect PII from further disclosures or other uses, except as authorized by the Data Provider in accordance with FERPA. Approval to use PII for one audit or evaluation does not confer approval of use for another.
- e. *Confidentiality.* The Data Receiver agrees to protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. Identifiable level data will not be reported or made public.
- f. *Reporting.* The Data Receiver shall report to the Data Provider as soon as the Data Receiver is aware of any use or disclosure of the confidential information in violation of this agreement or applicable law.
- g. *Public Release.* No confidential information will be publicly released.
- h. *Data Retention/Destruction of Records at End of Activity.* Records must be destroyed in a secure manner or returned to the Data Provider at the end of the work described in the work proposal. However, any de-identified data may be retained for future use. As a courtesy, the Data Provider requests to be informed of future uses of de-identified data.
- i. *Proper Disposal Methods.* In general, proper disposal methods may include, but are not limited to:
- 1) For PII in paper records: shredding, burning, pulping, or pulverizing the records so that PII is rendered essentially unreadable, indecipherable, and otherwise cannot be reconstructed.
 - 2) For PII on electronic media: clearing (using software or hardware products to overwrite media with non-sensitive data), purging (degaussing or exposing the media to a strong magnetic field in order to disrupt the recorded magnetic domains), or destroying the media (disintegration, pulverization, melting, incinerating, or shredding).
 - 3) Other methods of disposal also may be appropriate, depending on the circumstances. Organizations are encouraged to consider the steps that other data professionals are taking to protect student privacy in connection with record disposal.
- j. *Minimum Necessary.* The Data Receiver attests that the confidential information requested represents the minimum necessary information for the work as described in the scope of work and that only relevant individuals will have access to the confidential information in order to perform the work.

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Signed by Superintendent: Amy Beth Cook Date: 11/16/15

Data Provider Point of Contact (for any questions)

Printed Name: Sarah Weiss
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Data Provider

Printed Name: Weiya Liang
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Signed by Data Provider Designated Signatory: Weiya Liang on February 6, 2015