



# CTCLINK EMPLOYEE DATA PRIVACY AND USAGE AGREEMENT

*Last Updated July 14, 2022*

This Agreement is entered into by and between the Washington State Board for Community and Technical Colleges (SBCTC) and each individual college employee for the purpose of preventing the unauthorized access and disclosure of information stored within the ctcLink system infrastructure. The ctcLink system contains college information related to students, employees and finances. The ctcLink system infrastructure includes not only the production, development and test environments but also the replicated data stored in the dataLink databases. The SBCTC administers the ctcLink and dataLink systems that contain the college owned information.

I understand that I will be working directly or indirectly with information in the ctcLink system and that the term “information” includes all data stored within, or extracted from, the ctcLink and dataLink systems.

I understand that the ctcLink system includes or will include information for all institutions in the Washington community and technical college system. There are protocols in place to prevent one college from accessing another college’s data, however all data is stored within a single database. If, despite the existence of protective protocols, data becomes accessible between institutions, it is imperative that I report unintentional access to another institution’s information so that the issue can be resolved immediately.

I understand that my authorization to access data is limited to the specific information needed in the performance of my job duties. Specific data items in the ctcLink system, including but not limited to, personal information of employees, personal information from student records, financial and proprietary data, and medical data, may be protected under various state and federal laws.

I will be deemed a school official with legitimate education interests under 34 CFR 99.31(a)(1) when acting as a trainer, trainee or troubleshooter. Consistent with 34 CFR 99.33, Personally Identifiable Information (PII) from education records may be viewed by trainers and trainees for the limited and sole purposes of carrying out the training and troubleshooting activities. Such data must not be retained beyond the training or troubleshooting activity and may not be further disclosed.

I further understand that I am prohibited from directly or indirectly making any unauthorized disclosure of any such information to any other person or entity and I affirm and promise that I will not do so by complying with the following guidelines:

1. I will not purposefully access any information not required to fulfil my job duties.
2. I will not purposefully access, use or publish another institution’s information.

3. I will access and retain data only for the period of time necessary to complete the job duties requiring me to access this data.
4. I will not save ctcLink data to personal devices unless required to complete my job duties and will disposed of the information from those devices once it is no longer required.
5. I will not make any public disclosure or publication whereby individuals could be identified without the explicit authorization from my institution's administration.
6. I shall contact my college's ctcLink security administrator lead if I erroneously come into contact with another institutions information or information that I should not have access.

Any disclosure of information contrary to above is unauthorized and may trigger sanctions under state and federal law. Unauthorized disclosure of any confidential information will be referred to the employer for potential discipline and may be referred to the State Executive Ethics Board under RCW 42.52.050.

I am aware that I am accountable for all data usage policies, guidelines, and procedures that apply to my job duties at the organization. Moreover, I agree to use data in an appropriate and ethical manner including while training or troubleshooting. I understand that failure to abide by any and all policies, guidelines, and procedures can result in organizational, civil, or criminal action; and/or the termination of my employment.

College Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_