



MEMORANDUM OF UNDERSTANDING REGARDING ACCESS TO CTCLINK INFRASTRUCTURE DATA

Last Updated September 26, 2021

THIS Memorandum Of Understanding is made and entered into by and between the following Washington state public institutions and agencies:

Bates Technical College	Peninsula College
Bellevue College	Pierce College
Bellingham Technical College	Renton Technical College
Big Bend Community College	Seattle Central College
Cascadia College	Shoreline Community College
Centralia College	Skagit Valley College
Clark College	South Puget Sound Community College
Clover Park Technical College	South Seattle College
Columbia Basin College	Spokane Community College
Edmonds College	Spokane Falls Community College
Everett Community College	Community Colleges of Spokane
Grays Harbor College	State Board for Community and Technical Colleges (SBCTC)
Green River College	Tacoma Community College
Highline College	Walla Walla Community College
Lake Washington Institute of Technology	Wenatchee Valley College
Lower Columbia College	Whatcom Community College
North Seattle College	Yakima Valley College
Seattle Colleges District Office	
Olympic College	

This Memorandum of Understanding (MOU) is entered into in accordance with, 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31 of the Family Educational Rights and Privacy Act (FERPA) related to student information, the Federal Privacy Act, RCW 42.56.590 (9) related to disclosure of personal information requiring data breach notification, and other laws that make certain personal and financial transaction information confidential.

This MOU is effective this 26th day of January, 2022.

IT IS THE SOLE PURPOSE OF THIS MOU to memorialize the obligations of the parties to this MOU regarding the safeguarding of information and data in the ctcLink system.

THEREFORE, IT IS MUTUALLY AGREED THAT:

All individuals with authorized access to information in the ctcLink system are required to sign an Employee Data Privacy and Usage Agreement attesting that the policies, guidelines and procedures found within have been made available for adequate review and consideration prior to access to the ctcLink system.

“Individuals” with authorized access include employees, staff, faculty, contractors, subcontractors, and any other person to whom a party to this agreement grants access to the ctcLink system and the data and information contained therein.

All obligations of confidentiality and non-disclosure apply to any and all data, not simply the data of the individual’s institution. Thus, any data to which an authorized individual may be exposed, whether from their institution, or another institution, will always be treated consistently with regard to confidentiality, non-disclosure, and any related state or federal regulations. Further, any access or exposure of another institution's data to an unauthorized individual will be reported to the appropriate parties as indicated herein.

Obligation of Partners

1. Records, information, and data of the parties may be disclosed to the State Board for Community and Technical Colleges (SBCTC) for use in the ctcLink system. Student records may be disclosed to the SBCTC under the authority of 34 C.F.R § 99.31(a)(3) and § 99.31(a)(6)(i)(B). Data contained in ctcLink may contain confidential or personally identifiable information; no such information will be disclosed to any non-representative of the participating parties or in any analysis or publication. Personally or individually identifiable information will only be used for official and authorized purposes, including but not limited to the creation of a student identifier for the purpose of linking enrollment records across institutions. In accordance with 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6)(iii)(B) and 99.33(b), the SBCTC will, in consultation with the parties to this MOU as provided herein, destroy any individually identifiable information it receives under this agreement when it is no longer needed for the purposes of this MOU.
2. Due to the capabilities of the ctcLink system, each party to this MOU may be capable of accessing certain data through ctcLink that belongs to other institutions. With respect to personally identifiable student information (PII) from education records, under 34 CFR 99.31(a)(1), an educational institution that does not use physical or technological access controls must ensure that it has in place an effective administrative policy for controlling access. Accordingly, the data of other institutions shall not be accessed absent legal authority to do so. All access to such data will be conducted in accordance with the terms and obligations of this MOU and any associated Data Privacy and Usage Agreements.

3. The SBCTC procured ctcLink as a system-wide solution for the community and technical college (CTC) system. The phased rollout to the various colleges includes training and trouble-shooting that is carried out college to college by employees within the system rather than by contractors from outside the system. When acting in their capacity as trainers and troubleshooters, system employees may be deemed school officials of the trainee with legitimate education interests under 34 CFR 99.31(a)(1). Similarly, when being trained, trainee college employees may be deemed school officials of the trainer college for the limited purpose of viewing the live manipulation of demonstration data owned by the trainer college. Consistent with 34 CFR 99.33, 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 activity and may not be further disclosed.
4. The parties agree to maintain the confidentiality of student educational records required by FERPA and maintain the confidentiality of other personally identifiable, sensitive, or protected information by maintaining policies that:
 - a. Restrict linking the data found in ctcLink to any other data source unless needed to conduct official business,
 - b. Restrict access to only designated individuals at the educational institutions involved who will use the data and information only in the course of performing their official duties,
 - c. Require all individuals with access to information or data in ctcLink to sign an Employee Data Privacy and Usage Agreement,
 - d. Adhere to all state and federal regulations regarding use of student data,
 - e. Adhere to all state and federal regulations regarding use of employee data,
 - f. Adhere to all state and federal regulations regarding use of financial data.
 - g. Disclose data security breaches in accordance with RCW 42.56.590.
 - h. Ensure employees are trained on their institutional data usage and privacy policies.
5. No institution shall publicly disclose another institution's data without prior written consent obtained from the appropriate authorities.

Reporting

Parties to this MOU shall comply with RCW 42.56.590 in the event of a data breach or unauthorized acquisition of data. Parties shall report to SBCTC in writing any unauthorized use, access, or disclosure of another institution's data not authorized by this MOU or associated Non Employee Data Usage Agreements. The parties discovering such incidents shall first make the disclosure to their college's designated ctcLink Security Administrator. If the report is deemed applicable, the college will make the disclosure to SBCTC in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement. This same report must also be shared with any college whose data was inappropriately accessed.

The report shall identify where possible:

- a. The nature of the unauthorized use or disclosure,
- b. A description of the data or information used or disclosed,
- c. Who made the unauthorized use or received the unauthorized disclosure,
- d. Actions taken to mitigate any deleterious effect of the unauthorized use or disclosure,
- e. What corrective action taken or anticipated to prevent future similar unauthorized use or disclosure.

Term

Subject to its other provisions and signing the MOU, the term of this MOU shall commence on January 26, 2022. This MOU will continue as long as the parties to this MOU have access to ctcLink data and information. The term does not affect the provisions of this MOU which are intended to survive the MOU, as identified in the section entitled "Survivorship."

Data & Information Handling Upon Termination

Upon expiration or termination of this MOU, Parties to this MOU shall certify that they have appropriately deleted and destroyed all confidential and personally identifiable data it no longer needs for authorized activities from its servers. Parties may request the return of their institutional data; any costs incurred for the retrieval, encryption, and delivery of that data will be the responsibility of the requesting Party.

Data on backup tapes stored in secure off-site locations will be deleted and scrubbed during the normal backup tape rotation schedule.

Authorization of Access

Each party to this MOU is responsible for establishing internal processes and procedures for granting authorization to individuals to access ctcLink data, for the training of those individuals, and for ensuring that those individuals have signed appropriate Employee Data Privacy and Usage Agreement. Parties to this MOU should conduct periodic review of lists of individuals with access, access granting procedures, training of individuals, and Employee Data Privacy and Usage Agreements and confidentiality policies.

Independent Capacity

The employees or agents of each party who are engaged in the performance of this MOU shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of any other party to this MOU. The parties hereto, in the performance of this MOU, will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another.

Liability

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority. The SBCTC reserves the right to suspend or terminate access to ctcLink from parties or individuals not in compliance with state and federal laws, regulations, or the terms of this MOU.

Survivorship

All ctcLink access shall be bound by all of the terms, conditions and obligations set forth herein, notwithstanding the expiration of the initial term of this MOU or any extension thereof. Further, the terms, conditions and obligations contained in this MOU that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this MOU shall so survive. Obligations of the protection of personally identifiable information, confidential information, and other protected or sensitive data shall always survive the termination of this MOU. In addition, the terms of the sections titled **OBLIGATION OF PARTNERS** and **REPORTING** shall survive the termination of this MOU.