

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 3, 2015

OFFICE OF THE STATE BOARD OF EDUCATION

SUBJECT

Chief Financial Officer (CFO)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section II.B.3.b.

BACKGROUND/DISCUSSION

Board Policy II.B.3.b. requires Board approval for the initial appointment of any position hired at a rate of 75% or greater of the Chief Executive Officer's salary.

The Chief Financial Officer is a mission critical position in the Office of the State Board of Education. The position has been vacant since June 29, 2015.

IMPACT

This position provides staff support to the State Board of Education and is responsible for all financial and human resources oversight. The CFO performs: research and analysis of complex educational budget issues; financial analysis and reporting; budget development; and formulation of guidance and governing policies as well as supervision of the office financial staff.

BOARD ACTION

I move to appoint Chet Herbst as the Chief Financial Officer for the Office of the State Board of Education and to set his salary at \$52.89/hr (\$110,011.20 annually), effective October 5, 2015.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 3, 2015

SUBJECT

Approval of Multistate Data Exchange

APPLICABLE STATUTES, RULE OR POLICY

Section 33-133, Idaho Code

BACKGROUND / DISCUSSION

Under a grant from the Bill and Melinda Gates Foundation, the Western Interstate Commission for Higher Education (WICHE) is coordinating a project to expand a data exchange between states that will be used to evaluate education programs in Idaho. A memorandum of agreement establishes a data-sharing relationship among state agencies in participating states and WICHE in order to:

- Compile data necessary to match identities across state lines
- Evaluate the effectiveness of education programs by examining the level of individual mobility among participating states.

The specific research questions to be pursued through this agreement fall under the following general questions:

1. How many secondary and postsecondary students cross state lines in the pursuit of education?
2. How do these levels of migration affect the evaluation of Education Programs?
3. How well do proposed processes for matching identities from different data systems perform?
4. How will this performance affect analysis and evaluation of the Board's education programs when using data obtained from other states?

Data exchanged under this agreement is used solely for the purposes expressed above and no other. Research reports that are produced shall contain only aggregated data about levels of mobility between states' education programs and the performance of different identity matching processes.

IMPACT

Idaho has been participating in this multistate data exchange since 2010. Pursuant to Section 33-133, Idaho Code, implemented in 2014, disclosure of "confidential" data may not be transferred to any "other organization of entity outside of the state of Idaho" unless "approved by the state board of education" or included under one of the listed exceptions. As such, Board counsel recommends that the Board approve execution of this agreement.

ATTACHMENTS

Attachment 1 – OSBE – WICHE Memorandum of Agreement

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STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 3, 2015

BOARD ACTION

I move to approve the Memorandum of Agreement between the Office of the State Board of Education and the Western Interstate Commission on Higher Education as set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

MEMORANDUM OF AGREEMENT

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This Agreement is made between the Idaho Office of the State Board of Education (SBE) and the Western Interstate Commission for Higher Education (WICHE), pursuant to relevant statutes and regulatory authority. WICHE is a 501(c)(3) regional educational nonprofit organization created by the Western Regional Education Compact, adopted in 1953 by Western states. Idaho is a member of WICHE. WICHE's mission is to promote access to high quality postsecondary education for residents of the West.

Background and Purpose

Under a grant from the Bill and Melinda Gates Foundation, WICHE is coordinating a project to expand a data exchange between states that will be used to evaluate education programs in Idaho. As part of that expansion, WICHE and the participating states plan to evaluate education programs by examining the mobility of students between states and to test processes for matching individual identities across data systems. This evaluation will depend on an effective process to match individuals across data systems.

The parties to this agreement recognize that there is a public policy interest in exchanging data among agencies and that evaluating the level of mobility of students is crucial for understanding the effectiveness of education programs. Currently, state agencies evaluate their education programs with limited data that do not generally account for the mobility of students across state lines. SBE cannot fully understand the effectiveness of its education programs without better understanding the extent to which students flow in and out of the state to pursue education.

This agreement sets out the terms and conditions under which the SBE will disclose personally identifiable data on individuals from its data system to the data exchange project. Personally identifiable information will be matched with corresponding data from other participating state agencies to determine the rates at which individuals move across state lines and to identify effective strategies to match the identities of these individuals across data systems. Understanding the accuracy of the matchmaking is a necessary component of evaluating SBE's education programs.

As part of this agreement, SBE has contracted with WICHE, and designates WICHE as its authorized representative in accordance with 20 U.S.C. 1232g to assemble identifying data necessary to match identities among participating states and to evaluate the effectiveness of these approaches in accordance with the terms set forth in this document. WICHE will use a subcontractor (SAS Institute, Inc.) under this agreement to build the technical components for matching identities. SBE also designates WICHE's subcontractor as an authorized representative, and WICHE will ensure that its contract with the subcontractor ensures compliance with all provisions of this Agreement.

State agencies listed in Attachment D will assist in assessing the matching process and in the development of the evaluation reports based on the processes. SBE also designates these other state agencies as its authorized representatives under FERPA that may use data provided solely for evaluation purposes described in this agreement.

36 Each state agency listed in Attachment D will designate a staff person to participate in the evaluation
37 and these individuals must complete a Notice of Non-disclosure (Attachment C) before data from any
38 participating state agency is disclosed to them.

39 Other participating state agencies will designate SBE as their authorized representative for the purposes
40 of examining the matching processes to carry out the proposed evaluation of education programs.

41 Definitions

- 42 1. Data – When used as a specific term, this refers to individual-level data elements shared with
43 WICHE, its contractor, or other participating state agencies. These elements include name, date
44 of birth, hashed Social Security number, and a state/sector identification number.
- 45 2. Education Program – Consistent with 34 CFR 99.3, referring to secondary and postsecondary
46 education, job training, career and technical education, adult education, and other programs
47 offered by educational institutions and agencies.
- 48 3. Hashed Social Security Number – A social security number that has been replaced with values
49 derived from using a one-way cryptographic hash function such as the SHA-2 family of functions
50 so that the original social security number is no longer present or discoverable.

51 Scope

52 This agreement establishes a data-sharing relationship among state agencies in participating states and
53 WICHE in order to:

- 54 • Compile data necessary to match identities across state lines
- 55 • Evaluate the effectiveness of Education Programs by examining the level of individual mobility
56 among participating states.

57 The specific research questions to be pursued through this agreement will fall under the following
58 general questions:

- 59 1. How many secondary and postsecondary students cross state lines in the pursuit of
60 education? How do these levels of migration affect the evaluation of Education Programs?
- 61 2. How well do proposed processes for matching identities from different data systems
62 perform?
- 63 3. How will this performance affect analysis and evaluation of SBE’s education programs when
64 using data obtained from other states?

65 Data exchanged under this agreement shall be used solely for the purpose expressed above and no
66 other. Any research products produced under this agreement shall be available for inspection by each
67 participating state agency. Research reports that are produced shall contain only aggregated data about
68 levels of mobility between states’ education programs and the performance of different identity
69 matching processes. Cell sizes with fewer than 10 observations will be suppressed.

70 Justification and Authority

71 In accordance with the FERPA, and in particular 34 CFR 99.31(a)(3)(iv) and 99.35, SBE is a state
72 educational authority that for the limited purposes of this Agreement, designates WICHE and its
73 subcontractor as its authorized representative for the purpose of assembling data necessary to conduct
74 evaluations of publicly-funded education programs. SBE also designates the agencies listed in
75 Attachment D as authorized representatives, executing the agreement in Attachment B, for the
76 purposes of evaluating student mobility and the matching processes that will be used to assemble data
77 necessary to evaluate SBE's education programs. Procedures used in this agreement will be governed by
78 FERPA and all other applicable state and federal laws.

79 Description of the Data

80 The data elements to be exchanged under this agreement ("Data") are housed within state or
81 institutional data systems. These Data include personally identifiable information, including individual
82 names, personal identifiers such as state/sector identification numbers, dates of birth, and a Social
83 Security number converted using a mutually agreed upon one-way cryptographic hash function. Any
84 combination of this information would make it possible to easily identify individuals. These education
85 data may only be redisclosed to properly designated authorized representatives SBE in accordance with
86 FERPA. The specific data elements to be included in this data exchange are listed in Attachment A.

87 Process for Exchanging Data

88 Operational procedures to carry out the exchange of Data are as follows:

89 SBE will initially supply WICHE and/or its subcontractor tasked with building the matching processes
90 with a data file containing the following data elements:

- 91 1. First, middle, and last name
- 92 2. Date of birth
- 93 3. Alternate names
- 94 4. Hashed social security number (nine digit)
- 95 5. Hashed social security number (four digit)
- 96 6. State identification number

97 SBE will provide these data elements adhering to the Common Education Data Standards 5.0. These
98 elements are fully defined in Attachment A. Data contributors that possess 9-digit Social Security
99 numbers will create a separate element consisting of the last four digits of the numbers prior to
100 converting them using a hashing algorithm provided by WICHE in consultation with participating state
101 agencies. States may elect to use an existing state identification number for individuals in the cohort or
102 create a new one specifically for the purposes of this exchange.

103 SBE will supply these data elements for the following cohorts of individuals to the extent they are
104 available:

- 105 • all public secondary students enrolled during the academic years 2010-11 through 2013-
106 14
- 107 • all postsecondary students enrolled in a public institution during the academic years
108 2010-11 through 2013-14.

109 If SBE cannot provide the full cohort as specified above, it will submit as many individuals matching
110 those cohort criteria as possible and provide written documentation to WICHE and participating states
111 that specifies the exact nature of the submission. WICHE (through the subcontractor tasked with
112 building the matching processes) will use these Data, and similar Data provided by other participating
113 states, to match identities across data systems in different states and state agencies. WICHE, the
114 subcontractor, and designees of each participating agency will evaluate different matching processes
115 and their implications for analysis and evaluation of SBE's educational programs. WICHE, in
116 collaboration with state agency designees, will prepare a report with aggregate data showing the
117 implications of student mobility on evaluations of state educational programs. This will require
118 disclosure of personally identifiable information to the subcontractor and the agency designees. No
119 personally identifiable information will be disclosed publicly.

120 State Participation

121 Participating states and state agencies are listed in Attachment D.

122 Limitation on access and use

123 WICHE agrees to the following limitations on the use of the Data provided by SBE:

- 124 1. SBE retains ownership of Data supplied.
- 125 2. WICHE and/or its subcontractor shall not use, access, or redisclose SBE provided under this
126 Agreement for any purpose other than those purposes authorized by this Agreement.
- 127 3. The Data provided by SBE will not be duplicated or redisclosed at the individual level without
128 the written authority of the SBE, except as part of the essential process of matching the data as
129 provided in this Agreement.
- 130 4. Access to the Data within WICHE and/or its subcontractors will be restricted only to those
131 persons with legitimate interests in performing the essential functions under this Agreement.
- 132 5. WICHE will require that any employees of a subcontractor with access to the Data sign an
133 agreement preventing the disclosure of the data except as provided in this Agreement, prior to
134 gaining access to the Data. WICHE shall supply copies of this nondisclosure agreement to
135 participating state agencies.
- 136 6. WICHE and/or its subcontractor will not duplicate or redisclose the Data without the written
137 authority of SBE, except as provided in this Agreement. All stipulations of this Agreement will
138 apply to any duplication of records or files.
- 139 7. WICHE and its subcontractor are authorized to redisclose SBE Data to the educational agencies
140 named in Attachment D.
- 141 8. Any SBE Data redisclosed in accordance with this section shall only be redisclosed pursuant to a
142 written agreement which provides that the data may only be used for the purpose described in

143 this Agreement, may not be redisclosed without the express written consent of SBE, and must
144 be destroyed when no longer needed for the purpose described above.

145 9. WICHE will prepare a written analysis of how student mobility is likely to affect the evaluation of
146 education programs in participating states. This evaluation will contain only aggregate data with
147 no cell sizes smaller than 10 individuals reported. The evaluation and any conclusions drawn
148 from it will be provided to SBE for review and comment prior to any public release.

149 10. WICHE will prepare a written report analyzing the performance of the matching algorithms and
150 the implications for future evaluations of SBE’s education programs. This evaluation will contain
151 only aggregate data with no cell sizes smaller than 10 individuals reported. The evaluation and
152 any conclusions drawn from it will be provided to SBE for review and comment prior to any
153 public release.

154 11. All parties will strictly comply with all applicable laws and regulations regarding the privacy and
155 use of the individually identifiable data used within this project, including (but not limited to)
156 FERPA and any applicable state and federal laws. SBE will provide guidance to the parties on
157 matters of the laws of its state regarding data use. Where published guidance on regulatory
158 compliance is unclear, the parties will seek clarification to the extent reasonably available and
159 will attempt to mutually agree to their position on such questions; no party will be responsible
160 to indemnify the others for actions taken to effectuate such mutually agreed interpretations.

161 SBE agrees to the following limitations on use of data provided by other states through this Agreement.

- 162 1. SBE will not redisclose Data to any entity that is not a party to this Agreement including
- 163 institutions, schools, school districts, or other state agencies.
- 164 2. No reports using these Data will be prepared by SBE.
- 165 3. These Data shall not be used to make a decision about the rights, benefits, or privileges of any
- 166 individual identified in the course of the research.

167 Physical safeguards

168 WICHE agrees to the following minimum safeguards for the information provided by the SBE as follows:

- 169 1. Access to the SBE data will be restricted to only those authorized personnel who need it to
- 170 perform their official duties pursuant to this Agreement, and all parties will maintain a list of
- 171 authorized personnel.
- 172 2. The information will be stored in a manner that is safe from access by unauthorized persons. No
- 173 data shall be transferred to or stored on laptop computers or portable storage devices such as
- 174 USB keys and external hard drives.
- 175 3. WICHE will require its subcontractor to comply with all aspects of this agreement and with all
- 176 applicable state and federal statutes and regulations related to the privacy and security of
- 177 individual educational records.
- 178 4. WICHE shall take necessary precautions to ensure that only authorized personnel are given
- 179 access to the data.

- 180 5. WICHE shall instruct all personnel and subcontractors with access to the information regarding
181 the confidential nature of the information, the requirements of this Agreement, and other
182 relevant state and federal laws respecting unauthorized disclosure.
- 183 6. WICHE, its subcontractor, and each participating state agency shall not sell the data or permit its
184 use for targeted advertising or marketing, or for the development of commercial products or
185 services.

186 Transmission and storage of data

187 Transmission and storage of all data by WICHE, its subcontractor, and participating state agencies
188 pertaining to individual’s educational records will adhere to generally-accepted best practice standards
189 related to information security, including, but not limited to, commercially available and widespread
190 precautionary measures, such as firewall implementation, virus scanning, security access control
191 software, logical encryption of data as it leaves the data boundary, secure tunnels, and limitation of
192 physical access to confidential information. Upon the reasonable request of SBE, WICHE and its
193 subcontractor(s) will disclose and review said policies, procedures, and practices with SBE. All
194 transmission of data pertaining to individuals’ records shall be transmitted through mutually agreed
195 upon protocols that meet generally-accepted best practice standards for information security. Files
196 received by WICHE and its subcontractor(s) will be securely stored using FIPS 140-2 validated AES
197 encryption, the U.S. Federal encryption standard.

198 Notice of nondisclosure

199 WICHE agrees that all its authorized personnel, including information technology staff, network
200 administrators, and approved subcontractors, who will have access to the information provided by SBE
201 will sign a Notice of Nondisclosure (Attachment C).

202 In the event any Party hereto is subject to a data release incident or data breach whereby such
203 information is released to unauthorized parties, such Party will immediately notify the other Parties.
204 Such notification shall be given in accordance with applicable state and federal law. As between WICHE
205 and the State Parties, WICHE will be responsible for all costs associated with providing such notice to the
206 extent such a release incident or data breach occurs through its database; it is understood and agrees
207 that among the other parties ultimate liability would be determined on the basis the source of the
208 release.

209 In the event WICHE, its subcontractor, or participating state agencies are requested by a third party to
210 disclose any Data received from participating state agencies (specifically including, but not limited to,
211 information which could potentially identify individuals or specific postsecondary institutions) pursuant
212 to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order
213 of any court of competent jurisdiction, the entity receiving the request shall respond appropriately as
214 required by applicable state and federal laws, and rules of the court. In addition, the entity receiving the
215 request shall as soon as practicable forward the request to the appropriate agency or agencies that
216 provided the Data and notify WICHE (in the event WICHE does not receive the request). In responding to
217 the request, the entity receiving the request will inform the requesting party that it does not own the

218 Data it received from participating states; that it received the Data under express terms and conditions
219 of this Agreement, which are designed to protect the privacy of individuals; and that because it is not
220 authorized to disclose Data except as specifically provided for in this Agreement, it will require
221 additional time to consult with other participating states and with WICHE to determine what Data, if
222 any, may be released and who the proper releasing party should be.

223 Amendments and alterations

224 With mutual consent, WICHE and SBE may amend this Agreement at any time, provided that the
225 amendment is in writing and signed by authorized staff.

226 Nothing in this Agreement will alter, terminate, or amend any other existing agreements in operation
227 between the parties to this Agreement and any other entities.

228 Duration

229 WICHE and/or its subcontractor will securely maintain the Data until it no longer serves the purpose for
230 which it was intended; or December 31, 2016, whichever occurs first. WICHE and/or its subcontractor
231 shall destroy these Data, including all archived copies and backups, within six months of the first
232 occurrence of one of those events.

233 Destruction means that all individual-level data received from participating state agencies or derived
234 from data provided by participating state agencies shall be destroyed by sanitization techniques that
235 overwrite the data such that it cannot be recovered by currently-known data recovery techniques. All
236 backup and archived copies of individual-level data shall be similarly destroyed. Aggregated Data or
237 results assembled in accordance with this agreement may be maintained. Should the duration of this
238 agreement be extended or altered through mutual consent as described above, this section shall reflect
239 that new duration.

240 Audit rights

241 Consistent with FERPA (34 C.F.R. 99.35), SBE shall have the right to conduct on-site inspections to review
242 and audit WICHE and its subcontractor to the extent required by law, in order to ensure compliance
243 with the nondisclosure aspects of this Agreement.

244 Termination

245 This Agreement may be terminated by either party with 30 calendar days' written notice to the other
246 party. Upon termination, WICHE agrees to cease work, destroy all data contributed by SBE within six
247 weeks, and provide written assurances to SBE that it has done so.

248 All confidentiality requirements in this Agreement survive termination of this Agreement.

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251 Severability

252 The provisions of this agreement are severable. If any provision of this agreement is held invalid by any
253 court or legal authority, that invalidity shall not affect the other provisions of this agreement and the
254 invalid provision shall be considered modified to conform to the existing law.

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256 Signatures

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258 _____
259 David Longanecker, President, WICHE Date

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261 _____
262 Idaho Office of the State Board of Education Date

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ATTACHMENT A. SPECIFICATION OF DATA SUBMISSIONS

264 The first step in testing identity resolution processes is to provide data on individuals meeting the
265 following criteria:

- 266 • all public secondary students enrolled during the academic years 2010-11 through 2013-
267 14.
- 268 • all postsecondary students enrolled in a public institution during the academic years
269 2010-11 through 2013-14.

270 To prepare the initial file, SBE will provide all of the following data stored in their respective data
271 systems for individuals meeting the criteria for inclusion. States will provide all records meeting the
272 above criteria even if they do not have complete information in the data elements listed below. States
273 will, to the greatest extent practicable, provide one record per individual for each year in the cohort
274 range. The record shall consist of the following elements, following the specifications provided by the
275 Common Education Data Standards 4.0:

Data element	Definition	Format
Hashed 9-digit Social Security number	The nine-digit number of identification assigned to the person by the Social Security Administration converted using a one-way hashing algorithm supplied by WICHE.	Alphanumeric – 128 characters
Hashed 4-digit Social Security number ¹	The last four digits of the nine-digit number of identification assigned to the person by the Social Security Administration converted using a one-way hashing algorithm supplied by WICHE.	Alphanumeric – 128 characters
State/sector identification number	An identification number chosen by the submitting state that will remain constant over time. First two characters identify state of origin with postal service abbreviation.	Alphanumeric – 28 characters maximum
First name ²	The full first name given to a person at birth, baptism, or through legal change.	Alphanumeric – 35 characters maximum
Middle name ²	A full middle name given to a person at birth, baptism, or through legal change.	Alphanumeric – 35 characters maximum
Last name/Surname ²	The full last name borne in common by members of a family.	Alphanumeric – 35 characters maximum
Alternate first name #1	Additional first name used by the individual.	Alphanumeric – 35 characters maximum
Alternate first name #2	Additional first name used by the individual.	Alphanumeric – 35 characters maximum
Alternate first name #3	Additional first name used by the individual.	Alphanumeric – 35 characters maximum

Alternate last name #1	Additional last name used by the individual.	Alphanumeric – 35 characters maximum
Alternate last name #2	Additional last name used by the individual.	Alphanumeric – 35 characters maximum
Alternate last name #3	Additional last name used by the individual.	Alphanumeric – 35 characters maximum
Date of birth	The year, month, and day, on which a person was born	YYYY-MM-DD

¹This element is not included in CEDS, but derived from the 9-digit Social Security number.

²States are not required to submit legal names, but should do so if they are available.

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277 State agencies that possess 9-digit Social Security numbers will derive a data element that consists of
 278 the last four digits of the number. Both elements will be hashed before submission using an algorithm
 279 provided by WICHE after consultation with participating state agencies. State agencies that possess only
 280 the last four digits of the Social Security number will similarly hash that element before submission.
 281 States may use an existing State/sector identification number, or develop a new number exclusively for
 282 use with this project.

283 SBE will submit all relevant information for each of the data elements indicated above to WICHE’s
 284 subcontractor for the purposes of matching records among multiple agencies. Specifically, the data
 285 exchange process will use this personally identifiable information to match records across multiple
 286 databases in multiple states according to the process set forth in the “Process for Exchanging Data”
 287 section of the Agreement.

288 **ATTACHMENT B. AGREEMENT BETWEEN Idaho Office of the State Board of**
289 **Education AND Other Participating State Agencies for Data Redisclosure**

290 In accordance with the Family Educational Rights and Privacy Act (FERPA), and in particular 34 CFR
291 99.31(a)(3)(iv) and 99.35, Idaho Office of the State Board of Education (SBE) is a state educational
292 authority that, for the limited purposes of this agreement, designates the following agencies as its
293 authorized representative for the purpose of assisting the Western Interstate Commission for Higher
294 Education (WICHE) in assembling and analyzing processes to match identities across multiple data
295 systems in order to conduct evaluations of publicly-funded education and training programs:

- 296 • University of Hawaii
- 297 • Oregon Chief Education Office
- 298 • Oregon Higher Education Coordinating Commission
- 299 • Washington Education and Research Data Center
- 300 • Washington State Office of Financial Management

301 Procedures used in this work will be governed by FERPA, the Privacy Act of 1974, and all applicable
302 state laws. These agencies will conduct all activities under the instruction of WICHE and in conformance
303 with the MEMORANDUM OF AGREEMENT between the SBE and WICHE dated as of [INSERT DATE] (the
304 “Agreement”). WICHE will ensure that these agencies fully comply with all restrictions, requirements
305 and controls on the use of data to which WICHE is subject under the terms of the Agreement, and that it
306 adheres to the policies and procedures, consistent with FERPA and other Federal and State laws,
307 contained in the Agreement to protect personally identifiable information (PII) from education records
308 from further disclosure or unauthorized use.

309 In the course of analyzing processes for matching identities across multiple data systems these agencies
310 may view data containing personally identifiable information from I SBE, identified in Attachment A.

311 These agencies shall designate a mutually acceptable representative who will complete a non-disclosure
312 agreement (Attachment C) prior to engaging in any work related to personally identifiable information
313 disclosed through this agreement.

314 SIGNATURES:

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317 Idaho Office of the State Board of Education

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321 David Longanecker, President, WICHE

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ATTACHMENT C. NOTICE OF NONDISCLOSURE

STATEMENT OF CONFIDENTIALITY AND NONDISCLOSURE

between the

Idaho Office of the State Board of Education

and the

XXXX

Before you are allowed access to the information in the data, you are required to sign the following statement:

As an employee of XXXX, I have access to information provided by the Idaho Office of the State Board of Education. This information is confidential, and I understand that I am responsible for maintaining this confidentiality. I understand that the information may be used solely for the purposes of work under the MEMORANDUM OF AGREEMENT between Idaho Office of the State Board of Education and the Western Interstate Commission for Higher Education (WICHE) dated as of [_____].

- I have been informed and understand that all information related to this Agreement is confidential and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system.
- I also understand that I am not to access or use this information for my own personal information but only to the extent necessary and for the purpose of performing my assigned duties as an employee of XXXX under this Agreement. I understand that a breach of this confidentiality will be grounds for disciplinary action which may also include termination of my employment and other legal action.
- I agree to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this Agreement.

Employee

I have read and understand the above Notice of Nondisclosure of Information

Supervisor

The employee has been informed of their obligations including any limitations, use or publishing of confidential data

Signature _____

Printed Name _____

Organization _____

Job Title _____

E-mail address _____

Date _____

362 **ATTACHMENT D. AGENCIES AND ENTITIES THAT WILL EVALUATE MATCHING**
363 **ALGORITHMS USING PERSONALLY IDENTIFIABLE INFORMATION UNDER THIS**
364 **AGREEMENT**

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366 Upon SBE’s execution of the MEMORANDUM OF AGREEMENT with WICHE, and execution of
367 Attachment B with all state agencies listed below, these entities will be entitled to view data provided by
368 SBE as designated authorized representatives of SBE for the purposes of evaluating educational
369 programs.

Agency
University of Hawaii
Idaho Office of the State Board of Education
Oregon Chief Education Office
Oregon Higher Education Coordinating Commission
Washington Education and Research Data Center
Washington State Office of Financial Management

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