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 _____
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

STAFF COMMENTS AND RECOMMENDATIONS
Staff recommends approval.
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

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

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

Definitions

1. Data – When used as a specific term, this refers to individual-level data elements shared with WICHE, its contractor, or other participating state agencies. These elements include name, date of birth, hashed Social Security number, and a state/sector identification number.

2. Education Program – Consistent with 34 CFR 99.3, referring to secondary and postsecondary education, job training, career and technical education, adult education, and other programs offered by educational institutions and agencies.

3. Hashed Social Security Number – A social security number that has been replaced with values derived from using a one-way cryptographic hash function such as the SHA-2 family of functions so that the original social security number is no longer present or discoverable.

Scope

This 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 will fall under the following general questions:

1. How many secondary and postsecondary students cross state lines in the pursuit of education? How do these levels of migration affect the evaluation of Education Programs?

2. How well do proposed processes for matching identities from different data systems perform?

3. How will this performance affect analysis and evaluation of SBE’s education programs when using data obtained from other states?

Data exchanged under this agreement shall be used solely for the purpose expressed above and no other. Any research products produced under this agreement shall be available for inspection by each participating state agency. 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. Cell sizes with fewer than 10 observations will be suppressed.
Justification and Authority

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

Description of the Data

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

Process for Exchanging Data

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

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

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

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

SBE will supply these data elements for the following cohorts of individuals to the extent they are available:
all public secondary students enrolled during the academic years 2010-11 through 2013-14.

- all postsecondary students enrolled in a public institution during the academic years 2010-11 through 2013-14.

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

State Participation

Participating states and state agencies are listed in Attachment D.

Limitation on access and use

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

1. SBE retains ownership of Data supplied.

2. WICHE and/or its subcontractor shall not use, access, or redisclose SBE provided under this Agreement for any purpose other than those purposes authorized by this Agreement.

3. The Data provided by SBE will not be duplicated or redisclosed at the individual level without the written authority of the SBE, except as part of the essential process of matching the data as provided in this Agreement.

4. Access to the Data within WICHE and/or its subcontractors will be restricted only to those persons with legitimate interests in performing the essential functions under this Agreement.

5. WICHE will require that any employees of a subcontractor with access to the Data sign an agreement preventing the disclosure of the data except as provided in this Agreement, prior to gaining access to the Data. WICHE shall supply copies of this nondisclosure agreement to participating state agencies.

6. WICHE and/or its subcontractor will not duplicate or redisclose the Data without the written authority of SBE, except as provided in this Agreement. All stipulations of this Agreement will apply to any duplication of records or files.

7. WICHE and its subcontractor are authorized to redisclose SBE Data to the educational agencies named in Attachment D.

8. Any SBE Data redisclosed in accordance with this section shall only be redisclosed pursuant to a written agreement which provides that the data may only be used for the purpose described in
this Agreement, may not be redisclosed without the express written consent of SBE, and must
be destroyed when no longer needed for the purpose described above.

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

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

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

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

1. SBE will not redisclose Data to any entity that is not a party to this Agreement including
institutions, schools, school districts, or other state agencies.

2. No reports using these Data will be prepared by SBE.

3. These Data shall not be used to make a decision about the rights, benefits, or privileges of any
individual identified in the course of the research.

Physical safeguards

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

1. Access to the SBE data will be restricted to only those authorized personnel who need it to
perform their official duties pursuant to this Agreement, and all parties will maintain a list of
authorized personnel.

2. The information will be stored in a manner that is safe from access by unauthorized persons. No
data shall be transferred to or stored on laptop computers or portable storage devices such as
USB keys and external hard drives.

3. WICHE will require its subcontractor to comply with all aspects of this agreement and with all
applicable state and federal statutes and regulations related to the privacy and security of
individual educational records.

4. WICHE shall take necessary precautions to ensure that only authorized personnel are given
access to the data.
5. WICHE shall instruct all personnel and subcontractors with access to the information regarding
the confidential nature of the information, the requirements of this Agreement, and other
relevant state and federal laws respecting unauthorized disclosure.

6. WICHE, its subcontractor, and each participating state agency shall not sell the data or permit its
use for targeted advertising or marketing, or for the development of commercial products or
services.

Transmission and storage of data

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

Notice of nondisclosure

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

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

In the event WICHE, its subcontractor, or participating state agencies are requested by a third party to
disclose any Data received from participating state agencies (specifically including, but not limited to,
information which could potentially identify individuals or specific postsecondary institutions) pursuant
to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order
of any court of competent jurisdiction, the entity receiving the request shall respond appropriately as
required by applicable state and federal laws, and rules of the court. In addition, the entity receiving the
request shall as soon as practicable forward the request to the appropriate agency or agencies that
provided the Data and notify WICHE (in the event WICHE does not receive the request). In responding to
the request, the entity receiving the request will inform the requesting party that it does not own the
Data it received from participating states; that it received the Data under express terms and conditions of this Agreement, which are designed to protect the privacy of individuals; and that because it is not authorized to disclose Data except as specifically provided for in this Agreement, it will require additional time to consult with other participating states and with WICHE to determine what Data, if any, may be released and who the proper releasing party should be.

**Amendments and alterations**

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

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

**Duration**

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

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

**Audit rights**

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

**Termination**

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

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

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

Signatures

David Longanecker, President, WICHE  Date

Idaho Office of the State Board of Education  Date
The first step in testing identity resolution processes is to provide data on individuals meeting the following criteria:

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

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

<table>
<thead>
<tr>
<th>Data element</th>
<th>Definition</th>
<th>Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hashed 9-digit Social Security number</td>
<td>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.</td>
<td>Alphanumeric – 128 characters</td>
</tr>
<tr>
<td>Hashed 4-digit Social Security number¹</td>
<td>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.</td>
<td>Alphanumeric – 128 characters</td>
</tr>
<tr>
<td>State/sector identification number</td>
<td>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.</td>
<td>Alphanumeric – 28 characters maximum</td>
</tr>
<tr>
<td>First name²</td>
<td>The full first name given to a person at birth, baptism, or through legal change.</td>
<td>Alphanumeric – 35 characters maximum</td>
</tr>
<tr>
<td>Middle name²</td>
<td>A full middle name given to a person at birth, baptism, or through legal change.</td>
<td>Alphanumeric – 35 characters maximum</td>
</tr>
<tr>
<td>Last name/Surname²</td>
<td>The full last name borne in common by members of a family.</td>
<td>Alphanumeric – 35 characters maximum</td>
</tr>
<tr>
<td>Alternate first name #1</td>
<td>Additional first name used by the individual.</td>
<td>Alphanumeric – 35 characters maximum</td>
</tr>
<tr>
<td>Alternate first name #2</td>
<td>Additional first name used by the individual.</td>
<td>Alphanumeric – 35 characters maximum</td>
</tr>
<tr>
<td>Alternate first name #3</td>
<td>Additional first name used by the individual.</td>
<td>Alphanumeric – 35 characters maximum</td>
</tr>
<tr>
<td>Alternate last name #1</td>
<td>Additional last name used by the individual.</td>
<td>Alphanumeric – 35 characters maximum</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>Alternate last name #2</td>
<td>Additional last name used by the individual.</td>
<td>Alphanumeric – 35 characters maximum</td>
</tr>
<tr>
<td>Alternate last name #3</td>
<td>Additional last name used by the individual.</td>
<td>Alphanumeric – 35 characters maximum</td>
</tr>
<tr>
<td>Date of birth</td>
<td>The year, month, and day, on which a person was born</td>
<td>YYYY-MM-DD</td>
</tr>
</tbody>
</table>

1 This element is not included in CEDS, but derived from the 9-digit Social Security number.
2 States are not required to submit legal names, but should do so if they are available.

State agencies that possess 9-digit Social Security numbers will derive a data element that consists of the last four digits of the number. Both elements will be hashed before submission using an algorithm provided by WICHE after consultation with participating state agencies. State agencies that possess only the last four digits of the Social Security number will similarly hash that element before submission.

States may use an existing State/sector identification number, or develop a new number exclusively for use with this project.

SBE will submit all relevant information for each of the data elements indicated above to WICHE’s subcontractor for the purposes of matching records among multiple agencies. Specifically, the data exchange process will use this personally identifiable information to match records across multiple databases in multiple states according to the process set forth in the “Process for Exchanging Data” section of the Agreement.
ATTACHMENT B. AGREEMENT BETWEEN Idaho Office of the State Board of Education AND Other Participating State Agencies for Data Redisclosure

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

- University of Hawaii
- Oregon Chief Education Office
- Oregon Higher Education Coordinating Commission
- Washington Education and Research Data Center
- Washington State Office of Financial Management

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

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

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

SIGNATURES:

________________________________________________________________________
Idaho Office of the State Board of Education

________________________________________________________________________
David Longanecker, President, WICHE
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 ____________________________________________
ATTACHMENT D. AGENCIES AND ENTITIES THAT WILL EVALUATE MATCHING ALGORITHMS USING PERSONALLY IDENTIFIABLE INFORMATION UNDER THIS AGREEMENT

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

<table>
<thead>
<tr>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Hawaii</td>
</tr>
<tr>
<td>Idaho Office of the State Board of Education</td>
</tr>
<tr>
<td>Oregon Chief Education Office</td>
</tr>
<tr>
<td>Oregon Higher Education Coordinating Commission</td>
</tr>
<tr>
<td>Washington Education and Research Data Center</td>
</tr>
<tr>
<td>Washington State Office of Financial Management</td>
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</table>