

Preston Public Schools
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

School employees, whether staff, faculty, student employee, affiliate, intern, or temporary employee, may need to access student data to fulfill employment responsibilities. It is important to understand that the Family Educational Rights and Privacy Act (FERPA) protects student data from unlawful use and disclosure.

I understand that by virtue of my employment in the Preston Public Schools, I may have access to records which contain personally identifiable information of students, the disclosure of which is prohibited by FERPA. I acknowledge that any student information that personally identifies a student from any source and in any form must be kept confidential and is available to me solely for the performance of my official duties as a Preston employee or affiliate. I shall protect the privacy and confidentiality of student information to which I have access and shall use it solely for the performance of my official duties.

I understand that FERPA allows students and parents/guardians access to education records, which include files, documents, and other material maintained by an educational institution that are directly related to a student. A student's grades or written comments about his or her performance in class are examples of educational records that must be released to the student and his or her parents upon request.

I understand that there are certain situations in which disclosure of personally identifiable information of a student is permissible without the consent of the parent or eligible student, including, but not limited to:

- Disclosure to other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests.
- Disclosure to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, if the disclosure is for purposes related to the student's enrollment or transfer.
- Disclosure to State and local officials or authorities that concerns the juvenile justice system, or to comply with a judicial order or lawfully issued subpoena.
- Disclosure of information the school has designated as "directory information"; and
- Disclosure to an agency caseworker or other representative of a State or local child welfare agency who is authorized to access a student's case plan when such agency or organization is legally responsible for the care and protection of the student in foster care placement.

I agree not to access information about students outside of my unit of responsibility or for which I do not otherwise have a legitimate educational interest. I further acknowledge that I fully understand that the disclosure by me of this information to any unauthorized person could subject the Preston Board of Education and Preston Public Schools to sanctions imposed by the Family Policy Compliance Office of the United States Department of Education.

I further agree to hold all confidential information, knowledge or data relating to the District or any of its affiliated activities, employees, or students and their families, and their respective responsibilities, which have been obtained by the Employee during employment by the Preston Public Schools in confidentiality. Data/information shall not be or become public knowledge. The employee shall not, without prior written consent from the PPS or as may otherwise be required by law or legal process, communicate or divulge any information, knowledge or data to anyone other than the PPS and those designated by it. In sum, the employee is subject to postemployment restraint that prohibits the use of any confidential information gathered during employment.

I agree to not divulge any information or data and upon post-employment will maintain and hold fast to this agreement in perpetuity unless required by law or agreement of the district to otherwise disclose.

I further acknowledge that such willful or unauthorized disclosure may constitute grounds for disciplinary action in accordance with the processes delineated in my Union contract or applicable Board policies and procedures.

Signature

Date

Print Name