120 E. Smith Ave. Darlington, SC 29532 Phone: 843-398-5100 Fax: 843-398-5254

CONFIDENTIALITY AGREEMENT

Between Darlington County School District ("District") and Interns, College Students, and/or Community Volunteers ("Participant").

Participant Name:

_____

Role: Intern

College Student

Community Volunteer

Job Shadow

Contracted Worker/Partner

Site/School Location:

Supervisor/Point of Contact:

Phone number:

Email address:

RECITALS AND STATEMENT OF PURPOSE

The District's mission is to educate, nurture, and protect students in a safe and secure learning environment. In furtherance of this mission, the Participant may be entrusted with access to student information, records, and other non-public information. This Agreement sets forth the confidentiality obligations that are a condition of participation in District programs and activities.

1. Definitions.

"Confidential Information" means all non-public information obtained in the course of service with the District, including but not limited to: student education records; personally identifiable information (PII); health, safety, or disciplinary information; employee information; proprietary instructional materials; security procedures; and any information designated as confidential by law or by the District. Confidential Information includes information protected under the Family Educational Rights and Privacy Act (FERPA) and other applicable federal and state laws.

2. Participant Obligations.

a. Non-Disclosure. The Participant shall not disclose, discuss, or permit access to Confidential Information to any person except as expressly authorized by the District and only for legitimate educational purposes.
b. Use Limitation. The Participant shall use Confidential Information solely for District-authorized duties and shall not copy, remove, photograph, download, or transmit Confidential Information by any means (including social media and personal devices) without prior written authorization.
c. Safeguards. The Participant shall safeguard all Confidential Information, maintain secure handling of physical and electronic records, and immediately report any suspected or actual unauthorized disclosure, loss, or breach to the Supervisor/Point of Contact.
d. Minimum Necessary. The Participant shall access only the minimum information necessary to fulfill assigned responsibilities.
e. Return/Destruction. Upon request or upon completion of service, the Participant shall promptly return or securely destroy all Confidential Information in the Participant's possession, in accordance with District direction.

3. Compliance with Law and Policy.

The Participant agrees to comply with FERPA and all other applicable federal and state laws, District policies and regulations, and site-specific procedures concerning confidentiality, records, technology use, and student safety.

4. Limited Exceptions.

Nothing in this Agreement prohibits disclosures required by law (e.g., mandatory reporting of child abuse or neglect) or in response to a valid subpoena or court order. The Participant shall immediately notify the District upon receipt of any such request, unless prohibited by law.

5. Term; Survival.

This Agreement is effective on the date last signed below and remains in effect during the Participant's service with the District. Obligations concerning Confidential Information survive the termination or completion of service.

6. Violations; Remedies.

Unauthorized use or disclosure of Confidential Information may result in removal from District programs, denial of future participation, and, where applicable, legal action and reporting to the Participant's college or sponsoring organization.

7. Acknowledgment.

By signing below, the Participant affirms that the Participant has read, understands, and agrees to abide by this Agreement; has received guidance on confidentiality and appropriate conduct; and understands that safeguarding student information is vital to the District's mission to educate and protect students.

SIGNATURES

Participant Signature: _____

Printed Name / Date: _____

Superintendent or Designee Signature: _____

Printed Name / Title / Date: _____