



CONFIDENTIALITY AGREEMENT for

THE PROTECTION of STAFF and STUDENT RECORDS/INFORMATION

Information security and confidentiality are matters of serious concern for all persons who have access to staff information and student education, health and medical records. The information contained in "educational records" is protected by the Family Educational Rights and Privacy Act (FERPA) of 1974. (20 U.S.C. 1232g(a)). The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule (Code of Federal Regulations, Title 45, Part 164) governs how "covered entities" may use and disclose "protected health information."

This Confidentiality Agreement is intended to help protect "personal", educational, health or medical staff and student information that may be included in, but not limited to, any communication or correspondence from any source or in any form; i.e. paper, magnetic or optical media, conversations, film, etc. The intent of the above laws is to assure that individually identifiable staff and student information will remain confidential through its use, only as a necessity to accomplish the organization's mission.

As a condition to access, receive or deliver any form of individually identifiable staff and student information identified above, I, the undersigned, agree to comply with the following terms and conditions for the management of spoken, written, or electronic information or communication concerning staff and student information:

1. I will comply with all policies and procedures and other rules of the District School Board of Collier County (DSBCC) relating to confidentiality of spoken, written, or electronic staff and student information.
2. I will access and utilize only staff and student information that is necessary for the performance of my job and I will not attempt to access any staff or student information except that which is necessary on a need-to-know basis to perform certain aspects of my job or duties.
3. My "electronic information password" or computer password (henceforth to be known as password) is equivalent to my LEGAL SIGNATURE and I will not disclose this password to anyone or allow anyone to access electronic information using my password.
4. I understand that I am responsible if another individual accesses confidential staff or student information using my password and I am responsible and accountable for all entries made and all retrievals accessed under my password, even if such action was made by me or by another due to my intentional or negligent act or omission.
5. I will not attempt to learn or use another person's password and I will not access any on-line computer system using a password other than my own.
6. I will not leave a secured computer application unattended while signed on.
7. I understand that my use of an electronic information system may be periodically monitored to ensure compliance with this agreement.
8. If I have reason to believe that the confidentiality of my user password has been compromised, I will immediately change my password and notify the DSBCC Management Information Security Officer of the suspected security breach.
9. I will not disclose any confidential staff or student information unless required to do so in the official capacity of my employment or contract.
10. I will refer public records requests through the District Information Office.
11. I may only divulge student information that may be allowed by law with the proper release of information signed by a parent/guardian or a student of legal age and I will not discuss in public or private any protected information without prior release of information.
12. I also understand that I have no right or ownership interest in any staff or student information.
13. I understand that records accessed via any data source may contain sensitive and confidential staff or student information, which should only be disclosed to those authorized to receive it.
14. I agree that disclosure of confidential staff or student information is prohibited indefinitely, even after termination of employment or business relationship, unless specifically waived in writing by the authorizing party(s).
15. I will respect the confidentiality of any reports, and handle, store, and dispose of these reports appropriately.
16. The confidentiality requirements of this agreement shall survive its termination, expiration, or cancellation.
17. The use of the DSBCC Internet connection is owned and controlled by DSBCC and my user privilege may be revoked at any time, for any reason, and my abuse or improper usage may be the basis for termination or corrective action.
18. I will at the termination of my contract delete all confidential data (student or staff) from all of my equipment used during the course of my employment with DSBCC.

As an employee of or an individual providing services for the District School Board of Collier County, understand that state and federal law and DSBCC Management Information Security require confidentiality and privacy protections for staff and student records and information about staff and students. I understand that there is corrective action for handling breaches of confidentiality whether spoken, written, or electronic. I have read and understand the above Confidentiality Agreement. I further understand that if I violate any of the above terms I may be subject to disciplinary action including; civil or criminal proceedings, restriction of electronic access, termination of contract or any other legal remedy available to DSBCC. I accept my obligation to maintain the confidentiality of staff and student information and agree to abide by the terms of this agreement.

Name (Please Print)

Employee ID Number

Job Title and School/Department

Network Username

Signature

Date