PUBLIC SCHOOLS OF NORTH CAROLINA
DEPARTMENT OF PUBLIC INSTRUCTION | June St. Clair Atkinson, Ed.D., *State Superintendent*
WWW.NCPUBLICSCHOOLS.ORG

CONFIDENTIALITY AGREEMENT

I am working as an authorized representative for the state of North Carolina on a project involving North Carolina schools, students, teachers, and/or administrators. I understand that my work on this project involves the use of Department of Public Instruction or Local Education Agency (LEA) data that is confidential under state law, federal law, or both state and federal law.

All personally identifiable information is to be protected in adherence with FERPA guidelines. I will refrain from including personally identifiable information in any form of communication with anyone outside the project. This includes emails, instant messaging, faxes, other written correspondence, and any type of oral conversation. When conversing with any LEA or school employees about any students, staff, schools, or LEAs in the execution of my assigned duties, I will take all precautions to protect the confidentiality of all personally identifiable information.

I understand that I can be removed from this project if it is determined that I either intentionally violated or was willfully negligent on any aspect of the Confidentiality Agreement. Further, my violation of or negligence regarding this Confidentiality Agreement may put in jeopardy the working relationship between my agency and the Department of Public Instruction. I also understand that my violation of this Confidentiality Agreement could result in my being held liable for damages in a civil lawsuit.

Name (please print): _____

Signature: _____

Date: _____

DIVISION OF DATA, RESEARCH AND FEDERAL POLICY
Karl Pond, Enterprise Data Manager | karl.pond@dpi.nc.gov
6367 Mail Service Center, Raleigh, North Carolina 27699-6367 | (919) 807-3241 | Fax (919) 807-4000
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

COMPLIANCE WITH FERPA. To effect the transfer of data subject to FERPA, Contactor agrees to:

1. In all respects comply with the provisions of FERPA. For purposes of this agreement, “FERPA” includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

2. Use the data shared under this agreement for no purpose other than work authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations. Agent further agrees not to share data received under this MOU with any other entity without the NCDPI approval. Agent agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this agreement and any relevant records of Agent for purposes of completing authorized audits of the parties.

3. Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from Agent to any other institution or entity.

4. Not to disclose any data obtained under this agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. Agent agrees to abide by the NCDPI “small numbers” policy of deleting all data items that include any group of students less than five (5).

5. Not to provide any data obtained under this agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iii) of Title 34, Code of Federal Regulations.

6. Destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes the Agent to maintain data beyond the time period reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to the NCDPI in compliance with 34 CFR Section 99.35(b)(2).

PERSONALLY IDENTIFIABLE INFORMATION (PII): Any information about an individual maintained by an agency, including any information that can be used to distinguish or trace an individual's identity such as name, social security number, date or place of birth, mother's maiden name, biometric records, and any other personal information that is linked or linkable to an individual.