



ALASKA GATEWAY SCHOOL DISTRICT

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Scott MacManus, Superintendent of Schools

CONFIDENTIALITY AGREEMENT EMPLOYEES, VOLUNTEERS, STUDENT TEACHERS and SUBSTITUTES

This agreement covers all persons working, volunteering or doing business with the Alaska Gateway School District. This agreement prohibits confidential information as defined by Federal, State and local policy from being accessed, disclosed or released in any format to or by a person/business that does not have a "need to know" without the proper consent of the individual/parent involved or an Alaska Gateway School District supervisor. In addition, certain information considered confidential may be released by certain parties, but must not be released before obtaining specific authorizations.

This information includes, but is not limited to, documents concerning employees, students, or members of the public. The documents may include medical information; home address or telephone number; social security number, payroll deductions, salary documents, data, and reports, personnel files, and any personally identifiable information regarding employees or applicants; and student files and data. This agreement also applies to e-mail and other electronically accessible information.

You are personally responsible for maintaining the confidential nature of these materials by carefully observing the security measures listed below:

1. Permit no other persons to have access to confidential information or materials and do not discuss any aspect of any data/information or other confidential personnel-related matters with any other persons unless they are:
 - a) members of the AGSD staff who need the information to perform their work, or
 - b) authorized by the supervisor or another designated member of the AGSD staff.
2. Secure all confidential materials when you are not directly working with them.
3. Do not retain any copies or make personal file copies of confidential materials unless necessary. Any extra copies of confidential materials should be destroyed by shredding when they are no longer necessary.
4. If you have any questions about the confidentiality of any of the information to which you have access, you should assume the information is confidential and handle it as such until you are informed otherwise by your supervisor.

These security standards apply to any and all confidential materials to which you have access. It is essential that these standards and any additional ones that are requested or may be necessary are maintained at every stage of a confidential process in which you may assist, participate, or review.

Because of the importance of security, you should notify your supervisor or another designated staff member if any circumstances cause you to believe that the confidential nature of any material or process has not been maintained or has been compromised.

Conduct of Personnel

All individuals are expected to be professional and maintain confidentiality at all times, whether dealing with actual records, projects, or conversations, and abide by the obligations of contractual confidentiality agreements. Situations in violation of this policy include, but are not limited to:

1. "Loose" talk among employees regarding information about any student or fellow employee.
2. Verbal disclosures of information or allowing unauthorized access to confidential student records*, confidential data, or personal employee information.

"Where Teachers Are The Gateway To Learning"

3. Sharing of information acquired by persons in the course of their work to others who don't have the authority to access in the course of his work, or doesn't have a need to know to carry out his/her duties.
4. Disclosure of any information regarding an employee, without authorization to any unauthorized person.
5. Discussing student information with anyone, including school employees or the student's own family, unless it is relevant to the student's educational growth, safety, or well being.
6. Before you speak, always remember that violating a student or fellow employee's confidentiality isn't just disrespectful, it is against the law, it violates district policy and the directives in this agreement that you are signing.
7. I will not use devices, including but not limited to cell phones, or other image or audio capturing devices at my school or my workplace to capture images or recordings of students on school grounds or at school activities at any time, except with express written approval of site and/or district administration. I will not disseminate or share the personal information of any other individual, including, but not limited to students, except as laid out in the permission to publish agreement with student guardians.

* The Family Educational Rights and Privacy Act is a federal law that protects the privacy of student educational records. Education records include a range of information about a student that is maintained in schools in any recorded way, such as handwriting, print, computer media, video or audio tape, film, etc. Examples are:

- Date and birthplace, parent(s) and/or guardian addresses, and where parents can be contacted in emergencies;
- Grades, test scores, courses taken, and official letters regarding a student's status in school;
- Special education records, Disciplinary records;
- Medical and health records that the school creates or collects and maintains;
- Documentation of attendance, schools attended, courses taken, awards and degrees earned;
- Personal information such as a student's social security number, picture, or other information that would make it easy to identify or locate a student.

The safest course of action when questioned or asked for information that may be in violation of confidentiality is to refer all such questions to an authorized school district employee and explain that this information is confidential.

Reporting Breach of Confidentiality

All employees, volunteers or people doing business with Alaska Gateway School District are required to report violations of this policy to their site or district supervisor.

A copy of this form will be maintained in your personnel file.

I have read the above Confidentiality Agreement and understand my responsibility regarding security and misuse of confidential information. I accept the responsibility of maintaining the strict confidentiality of all materials, processes, and information to which I have access. I understand that the disclosure of any confidential information about a student or staff member may result in disciplinary action, up to and including being terminated from employment with the district.

 Printed Name

 Signature

 Date

This confidentiality agreement was discussed with the above individual:

 AGSD Administrator Signature