



CONFIDENTIALITY ACKNOWLEDGEMENT AFFIDAVIT AND NON-DISCLOSURE AGREEMENT

In accordance with the Family Educational Rights and Privacy Act (“FERPA”), Utah laws and regulations that govern access to confidential educational records, and Washington County School District (WCSD) policies, WCSD may only allow access and/or disclosure of personally identifiable information from students’ educational records to certain authorized individuals and/or under certain circumstances without prior consent from the parent(s) of a minor student or directly from an adult student. Among individuals and other circumstances not relevant for this document, access/disclosure may be permitted to school officials and/or other individuals that WCSD has determined to have a legitimate educational interest in the student’s educational record. Pursuant to WCSD Policy 3260 personally identifiable information may be disclosed to teachers or other District educational specialists as authorized by the Superintendent.

Student Teachers, Practicum Students, Volunteer/Tutor and Student Intern Teachers (Hereafter referred to as Guest Teachers) may have access under this provision if they are:

- Performing a task that is specified in his or her assignment as guest teacher under the District agreements with the student’s university.
- Performing a task related to a student's education.
- Performing a task related to the discipline of a student.
- Providing a service or benefit relating to the student or student's family, such as health care, counseling, job placement, or financial aid.

Guest Teachers who have access to District student educational records, are bound to maintain the confidentiality of the information obtained from the student records as mandated by FERPA and Utah laws governing the confidentiality of student records.

Affirmation and Agreement

By signing this document, I agree that from _____(start date) to _____(end date), as a Guest Teacher with WCSD, assisting school officials in performing their tasks, I will be considered a “school official” of WCSD as defined above and I agree to and affirm the following:

1. I am bound to maintain the confidentiality of the information obtained from the student records as mandated by FERPA, Utah laws, and WCSD policies governing the confidentiality of student records. **I understand that I am to maintain this confidentiality in perpetuity and my obligation to maintain the confidential of the information obtained from the student records remains even after the date that my Guest Teacher time frame ends.**
2. I will not identify any pupil, parent, staff member, school, or WCSD by name or in any other manner, either in the information accessed/submitted for research, for reports, for class, internship, practicum assignment, volunteer or tutoring experience, or by any other means.
3. I will not access any and all documents, information, including any personally identifiable information without the permission of my WCSD supervisor, and if I am permitted to leave WCSD premises with any documents and information, any and all documents will be returned to my WCSD supervisor to be destroyed at the conclusion of the internship or when the documents or information is no longer needed for the purpose for which it was collected/obtained.

4. I will not use or reveal any personally identifiable information to which I will have access during my Guest Teaching experience for any purpose other than the fulfillment of the requirements of my internship/practicum. I understand that this section still does not allow me to identify any pupil, parent, staff member, school, or WCSD by name or in any other manner, either in the information accessed/submitted for research, for reports, for class, internship, practicum assignment, volunteer or tutoring experience, or by any other means as stated above even if a report or other written document and/or oral presentation is needed to fulfill the requirements of my class, internship, practicum assignment, volunteer or tutoring experience.
5. I will not make any release or publication whereby an individual could be identified, or data related to an individual can be identified.
6. I will not permit anyone other than the staff of WCSD to examine personally identifiable information or data from students' educational records.
7. I agree to abide by all other policies, rules, and regulations of WCSD as set forth in the School Board Policy Manual as well as all federal, state, and local laws and regulations.

I hereby certify, by execution of this confidentiality affidavit and non-disclosure agreement, that I have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child or crime of moral turpitude.¹

I understand and agree that if the conditions of this agreement are not met, or are broken at any stage of the internship, practicum, volunteering, or tutoring, WCSD reserves the right to deny future access to all its records, personnel, and facilities, and to revoke permission for use of all records, documents, and data previously obtained. Additionally, I understand and agree that if the conditions of this agreement are not met, or are broken at any stage of the internship, the internship, practicum, volunteering, and/or tutoring will be terminated immediately upon discovery of the breach of the agreement.

Name of Intern/Practicum Student, Volunteer or Tutor (Printed)	Signature	Date
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University/Organization/Agency Affiliation	Location (School or Department)
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Name of WCSD Supervisor (Printed)	Signature	Date
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¹ UCA § 53E-6-701 and UCA § 53G-11-410