



PUBLIC SCHOOLS OF NORTH CAROLINA

DEPARTMENT OF PUBLIC INSTRUCTION | Mark Johnson, *Superintendent of Public Instruction*

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LEA or Fiscal Agent Organization: _____

21st CCLC Program Name and Unit No.: _____

CONFIDENTIALITY AGREEMENT

My organization is a 21st Century Community Learning Centers (CCLC) grantee for the state of North Carolina on a project involving North Carolina schools, students, teachers, and/or administrators. I understand this project involves the use of Department of Public Instruction (DPI) or Local Education Agency (LEA) data which is confidential under state law, federal law, or both state and federal law.

All personally identifiable information is to be protected in adherence with the Family Educational Rights and Privacy Act (FERPA) guidelines. I will refrain from including personally identifiable information in any form of communication with anyone outside of the project. This includes emails, instant messaging, faxes, other written correspondence, advertising, and any type of verbal 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 personnel can be removed from this project if it is determined s/he either intentionally violated or was willfully negligent on any aspect of this Confidentiality Agreement. Further, any violation of or negligence regarding this Confidentiality Agreement may jeopardize the funding for this project through DPI. Moreover, I also understand any violation of this Confidentiality Agreement could result in my being held liable for damages in a civil lawsuit.

Title of Fiscal Agent Organization Chief Administrator: _____

Name of Fiscal Agent Organization Chief Administrator (print): _____

Signature of Chief Administrator: _____ Date: _____

Furthermore, as the designated Chief Administrator of the Fiscal Agent Organization, I am authorizing _____ to perform data entry duties required for the 21st CCLC program.

As the DATA ENTRY DESIGNEE, I agree to comply with the responsibilities contained within this Confidentiality Agreement.

Name (print): _____ Phone: _____

Signature: _____



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COMPLIANCE WITH FERPA: To effect the transfer of data subject to FERPA, the 21st CCLC grantee 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. 21st CCLC grantee further agrees not to share data received under this Confidentiality Agreement with any other entity without the NCDPI approval. 21st CCLC grantee 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 21st CCLC grantee 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 21st CCLC grantee 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. 21st CCLC grantee 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 21st CCLC grantee 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.

FEDERAL PROGRAM MONITORING AND SUPPORT DIVISION

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