



NOVATO CHARTER SCHOOL
940 "C" Street, Novato, CA 94949
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www.novatocharterschool.org

Adopted on: 12/14/2022

CONFIDENTIALITY AGREEMENT FOR SCHOOL VOLUNTEERS

The Family Educational Rights and Privacy Act (FERPA) is a federal law enacted in 1974 that protects the confidentiality of a student's educational records. As a volunteer at Novato Charter School ("School") it is important for you to familiarize yourself with some of the basic provisions of FERPA to ensure that you do not violate this federal law.

- You must not, under any circumstances, release to any person(s) information about a student –unless your position specifically authorizes and requires you to do so.
- You must not acquire or collect any information from a student's record that you do not need in order to perform your duties as a volunteer. You must not share information about students that you may have learned while performing your role. Even a seemingly minor disclosure of information (e.g., speaking to another parent about disciplinary action, academic progress, or disabilities regarding a child other than your own child) is a violation and may result in adverse legal actions against you and the school. It is your responsibility to keep any information obtained in your involvement with the school confidential.

As a volunteer of Novato Charter School ("School"),

I WILL HONESTLY AND FAITHFULLY ABIDE BY THE FOLLOWING:

1. **Compliance with School Policies:** I have read the above statement as regards confidential student or family information protected under FERPA.
2. **Limited Access/Use of Confidential Information:** I will only access or use confidential information, especially identifiable pupil records, as needed to perform any legitimate duties as a volunteer.
3. **Refraining from Disclosure Unless Authorized:** I understand that confidential information, especially including identifiable pupil records, cannot lawfully be released to third parties without specific written authorization, and I will not disclose or release any such information unless specifically authorized to do so.
4. **Safeguarding Confidential Information:** Should I obtain access to any confidential pupil or personnel information, I agree that I will not transmit, divulge, copy, release, sell, loan, review, alter, or destroy any such confidential information except as properly authorized by a School official and within the scope of my volunteer duties; I will also safeguard any passwords I may be given and agree not to disclose any such passwords to any unauthorized third parties.

5. **Refraining from Removing Confidential Information:** I will not remove any confidential information from the School unless specifically authorized by a School official to do so.
6. **Immediate Reporting of Any Known Security Breaches:** I will immediately report any known security breaches or any activities if I suspect such activities may compromise the confidentiality of pupil or personnel records.
7. **Compliance with Continuing Confidentiality Obligations:** I understand that my obligations under this agreement continue after I cease any volunteer work with the School.
8. **Compliance with All Computer Use Protocols:** If I use a School computer which allows access to any confidential information, I will comply with all School Computer Use policies, including logging off once finished and/or following any other security or operational protocols specified by the School.
9. **Inquiry When In Doubt:** If I have any question concerning School policies or what constitutes confidential information or should be asked to release confidential information, if I should have any questions or doubt about whether information may lawfully be released to a third party, I agree to immediately inquire with an appropriate School official before taking any action.
10. **Consequences for Unauthorized Release of Information:** I understand that unauthorized disclosures of confidential information can cause grave consequences and may constitute violations of state or federal law which can lead to civil liability resulting in significant monetary damages.

Volunteer Signature

Date

Volunteer Name [Print]

Volunteer Address (Street)

Volunteer Address (City, State, Zip)

Administrative Approval:

Novato Charter School Representative

Date