USOE Data and Information Confidentiality Agreement

As an employee of the Utah State Office of Education (USOE), I acknowledge that in the course of my employment I may have access to confidential data. This policy provides protection for USOE employees as well as notice of inappropriate and unprofessional behavior.

I have read, understand and will comply with the USOE Data/Information and Privacy/Confidentiality Policies in section 4 of the USOE Information Technology Security Plan (http://dcsnt1.usoe.k12.ut.us/Policies/USOE%20Security%20Plan1.doc). At all times during and after my employment by the USOE, I agree to abide by and comply with the USOE Data/Information and Privacy/Confidentiality Policies and the terms of this Confidentiality Agreement. In any instance in which the terms of this Agreement are more restrictive than the USOE Data/Information and Privacy/Confidentiality Policies, the terms of this Agreement shall govern.

I acknowledge that in the course of my employment as a Utah State Office of Education employee I may have access to data in print or electronic form that contains confidential individual data.

I understand that, I may be disciplined and/or dismissed from employment if found to be in violation of this Agreement or the State of Utah Acceptable Use Policy (http://rules.utah.gov/publicat/bulletin/2004/20040515/27119.htm); and that, under state and federal law, misuse or mishandling of public data or information technology may result in criminal and/or civil action against the employee.

I agree or understand that:

- **Confidential Information includes, without limitation, any individually identifiable student, teacher, client, employee or customer data, including all data that are protected by the Family Educational Rights and Privacy Act (FERPA). FERPA provides for the protection of student information by setting forth principles for the gathering and handling of student level data.**

  Confidential information also includes confidential or secret information necessary for the proper functioning of the public educations system. Such information includes high-stakes test questions and keys, as well as profession practices cases.

- I will access and distribute such data only as needed to conduct USOE business and within the scope of my specific assignment(s).

- I will maintain the confidentiality of all such data and will not disclose (whether verbally, electronically, by document or any other form of communication) any such information to any person except to authorized Agency employees or as authorized in writing by my USOE supervisor.

- I will maintain the confidentiality of my security authorizations (user IDs, passwords, electronic keys, smartcards etc.) and be personally accountable for all work performed under my security authorizations.

- I will protect confidential information displayed on my workstation monitor from inadvertent exposure to passersby.
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- I will immediately report knowledge of security and/or privacy breaches to the Network Administration office at ext. 8-7915.

- Any request for access to information concerning any UOSE data by any person other than authorized USOE employees will be directed to the office that owns the data or information.

- I will comply with all parts of the State of Utah Acceptable User Policy (http://rules.utah.gov/publicat/bulletin/2004/20040515/27119.htm)

I will not:

- Gain or attempt to gain unauthorized access to USOE data.

- Share my user ID(s) and passwords(s) or electronic keys or smart cards with anyone.

- Leave my workstation unattended or unsecured while logged in to the USOE data systems.

- Use or knowingly allow other persons to use any USOE database or other USOE data for personal gain or other unauthorized use.

- Make unauthorized copies of USOE data or computer applications.

- Negligently or intentionally engage in any activity that could compromise the security or stability of any USOE data system.

Employee Acknowledgement and Acceptance

Name: _____ Telephone Extension:_____

Department/Unit:_____ Position:_____

Signature:_____ Date:_____

Supervisor:_____

Supervisor Signature:_____