



4851 Wharf Parkway West
D-216 Office H
Orange Beach, AL 36561

Employee Confidentiality Agreement-FERPA Compliance

This Employee Confidentiality Agreement (“Agreement”) is entered into by and between Progressive Steps, LLC hereinafter referred to as “the Organization” and _____ hereinafter referred to as “the Employee,” effective as of _____.

- **Purpose and Scope:** The Organization recognizes the importance of safeguarding sensitive educational records in accordance with the Family Educational Rights and Privacy Act (FERPA). This Agreement outlines the Employee’s responsibilities and obligations regarding the confidentiality and security of educational records they may encounter during their engagement with the Organization.

- **Confidential Information:** The term “Confidential Information” under this agreement refers to all personally identifiable information contained within educational records, including but not limited to, student names, addresses, grades, schedules, enrollment information, and other personally identifiable information protected by FERPA.

- **Obligations:** The Employee agrees to the following terms:
 - a. **Access Limitation:** The Employee shall only access educational records in the course of their authorized contractual duties and responsibilities.
 - b. **Confidentiality:** The Employee shall treat all Confidential Information as strictly confidential and shall not disclose, share, or distribute such information without proper authorization.
 - c. **Use for Official Purposes:** The Employee shall use Confidential Information solely for legitimate and official purposes related to their contracted role within the organization.
 - d. **Physical and Digital Security:** The Employee shall exercise reasonable precautions to prevent unauthorized access to physical and digital education records. This includes securing documents, using strong passwords, and complying with Organization’s security protocols.

- **Prohibited Actions:** The Employee shall not engage in the following actions:
 - a. Unauthorized Disclosure: Sharing or disclosing Confidential Information to unauthorized individuals, including colleagues or third parties who are not directly involved in the student's education affairs.
 - b. Unauthorized Access: Accessing educational records that are not directly relevant to the Employee's contractual duties.
 - c. Data Sharing: Sharing educational records with the external parties without explicit written consent from the student or lawful exception under FERPA.

- **Reporting Violations:** The Employee shall promptly report any known or suspected breaches or violations of the Agreement to their designated contact person within the Organization.

- **Consequences of Breach:** Any breach of this Agreement may result in termination of the Employee's engagement and any associated contractual agreements, as well as potential legal consequences in accordance with applicable laws and regulations.

- **Survival:** The obligations of confidentiality outlined in this Agreement shall survive the separation of the Employee's engagement with the Organization.

By signing below, the Employee acknowledges that they have read, understood, and agree to comply with the terms of this Employee Confidentiality Agreement in accordance with FERPA regulations.

Employee's Full Name: _____

Signature: _____

Date: _____