

FERPA Compliance Worksheet

Part 1: Does the service or vendor require disclosure of:

YES **NO**

- Student's name, parent's name(s), or other family member's name(s);
- Student's address or phone number(s) or family's address or phone number(s);
- Any personal identifiers (SSNs, campus ID numbers; AU User IDs; e-mail addresses);
- A list of personal characteristics or other information that would make the student's identity easily traceable?

Does the service or vendor require disclosure of student records for participation, such as:

YES **NO**

- Transcripts, disciplinary records, and/or NCAA records;
- Tests, exams, and/or papers;
- Photos (still or video);
- E-mail messages to and from students;
- Databases from which names have been removed, if identity could be deduced?

If you answer YES to any of these, the student's voluntary written consent is required before the information can be disclosed: See Part 2.

Part 2: Do you have *voluntary* consent from the student. ***No student can be compelled to allow disclosure as part of a course requirement.***

YES **NO**

- In writing,
- Signed and dated by the student,
- Specifying records to be disclosed,
- Purpose for their disclosure, and
- Persons to whom they will be disclosed?

If voluntary written consent is given, Auburn has a continuing responsibility following a disclosure. You must agree to:

- Notify service or vendor that the disclosed information may be used only for the purpose specified (copies must be retained and kept with class or project records);
- Keep a record of each request and disclosure made and keep it with the relevant education record as long as the records are maintained (i.e., record of accounts established; records of interaction with service);
- Keep a record of the parties (service or vendor) who requested or received the disclosed information and their legitimate interest in the information.

Compliance with Auburn's Contracting Standards Worksheet

Does the service or vendor user agreement include these basic requirements:

- Procedure for termination or discontinuation clearly identified and understood
- Title and authority of person signing for contractor/vendor
- Clear descriptions of amounts of money or other consideration for contract
- Rights, obligations, duties of every party are clearly listed

Beware of agreements that contain these types of provisions:

- Indemnification, liquidated damages, attorney's fees, waiver of contractor's liability, waiver of statutes of limitations clauses
- Governing Law provisions naming states other than Alabama
- Venues for suits other than Lee County, Alabama
- Confidentiality clauses

AU will not enter into an agreement that includes any of these.

Should you have questions or need help in using this checklist, please contact

- 1) your IT director/manager, or
- 2) Dr. Kathy McClelland, Manager, IMG (img@auburn.edu / 334-844-5181)