

## MAINTAINING CONFIDENTIALITY AND RESPECTING INTELLECTUAL PROPERTY DURING ASSISTANTSHIP ASSIGNMENTS

Undergraduate or graduate assistants may have access to student and faculty personal information that includes but is not limited to transcripts, applications, personnel files, personal and institutional information, grades, other written materials or electronic files, as well as conversations about confidential information. Assistants may also be responsible for working with and handling the intellectual property of other students, faculty, or staff and may have to sign a non-disclosure agreement.

Per federal and state laws, and RISD's institutional policies, assistants are responsible for maintaining the confidentiality of all personal information and preventing its misuse, as well as respecting and protecting the intellectual property rights of students, faculty, and their colleagues. Note that all such private and protected information should be accessed and used solely to facilitate performance of legitimate job functions. Failure to maintain confidentiality and respect intellectual property, intentional or otherwise, may result in termination of the assistantship, and/or disciplinary action. This responsibility remains in effect during and after any assistantship assignments.

Anyone with access to student or faculty personal information and intellectual property is required to:

- Not use, inappropriately share/disclose, permit use, or collaborate in the use of such information in unauthorized ways.
- Not seek personal benefit or permit others to benefit personally by any confidential information or intellectual property which has come to them by virtue of their assignment.
- Not to exhibit or divulge the contents of any record, report, or intellectual property to any person except in the conduct of their work assignment in accordance with RISD policy.
- Not to knowingly include or cause to be included in any record or report a false, inaccurate or misleading entry.
- To immediately report any violation of this code to one's supervisor.

### RELEVANT POLICIES

- [Student Code of Conduct](#)
- [Student Code of Conduct for Remote Learning](#)
- [confidentiality-agreement.pdf](#)
- [Notice of Student Rights with Respect to FERPA](#)
- [FERPA Basics: What Faculty and Staff Should Know](#)
- [FERPA and Virtual Learning Related Resources](#)

- [FERPA workshop with General Counsel Steve MacDonald](#)
- [Protecting Student Privacy While Using Online Educational Resources](#)

## **GENERAL GUIDELINES FOR TEACHING ASSISTANT CONFIDENTIALITY CONCERNS**

### **Assignments**

- ensure that grades and comments are not visible to others when materials are returned
- return work in supervised conditions that ensures that students pick up only their own work (unless you have received written permission for an exception from a classmate)
- retain unclaimed student work for (period of time?)
- arrange for secure destruction of unclaimed work

### **Student Grades**

- clearly explain how assignment grades will be posted and accessed at the beginning of class and after completion of assignments
- Post assignment grades on Canvas so students can access their own grades and are receiving consistent updates on their progress in the course
- any requests for the release of academic/personal information to a third party (e.g., a parent) should be referred to your supervisor, or, if you are faculty of record, addressed only with the written consent of the student
- if you must email grades, only use your risd.edu email

### **Student Attendance and Group Work Signup**

- inform students at the beginning of class how personal information, including attendance, will be collected and used
- attendance should be taken either by the faculty of record or the teaching assistant
- for group work, ensure that only the minimum personal information necessary to the completion of the work is shared (i.e. email addresses or phone numbers, but not home address)
- do not ask students to circulate lists with personal information

### **Email Correspondence**

- advise students at the start of the course on email practices and expected etiquette (timing (e.g. late-night messages, expected window of response time, etc. and tone of messages).

- set the expectation that class correspondence should take place through official RISD email accounts
- avoid “reply all” responses whenever practical/appropriate
- maintain a professional tone at all times

### **Student Records**

- only access and collect information essential to the fulfillment of your job

### **Record Keeping**

- Ensure that you do not delete emails to and from students related to your assistantship
- all records fall under FERPA and can be requested and released (and so they have to withstand public scrutiny)
- maintain organized, clear records that are safe and protected from access by third parties
- destroy personal information no longer needed for your work

### **Disclosure of Student Information**

- In the case of emergencies, health and safety issues trump privacy and assistants are responsible for communicating the issue to the direct supervisor as well as to the appropriate office (e.g. Public Safety, CAPs, etc)
- personal information may be shared with a student’s advisor on a need-to-know basis and/or with a student’s written consent

## **Confidentiality Acknowledgement**

I understand that I have access to private student and/or faculty information, and that student educational records are considered confidential records under the Family Educational Rights and Privacy Act (FERPA) and RISD policy. I therefore acknowledge the following:

1. I have read and understood the confidentiality and intellectual property code, as well as FERPA-related materials, and RISD Policies (Conduct, Remote Learning Conduct, and FERPA) pertaining to my assistantship responsibilities, and pledge to abide by related expectations.
2. I will not disclose faculty, student, or other employee information to anyone unless there is a clear and significant threat to the health or safety of any member of the RISD or

broader community, and the disclosure is necessary to the health or safety of the student or other individuals. In the event of a health and safety emergency, I will follow the procedures located at:

<https://healthandwellness.risd.edu/behavioral-health/support-faculty-staff-families/>

3. I will refer requests for student records, other than from my supervisor or individual approved by my supervisor, to the Registrar's Office. I will maintain proper custody of student records, including keeping these records in a secure environment that may not be accessed by third parties, locking my access to computer systems when not in use, and not disclosing student record information to others, except as part of my legitimate job duties.
4. If I have any questions about confidentiality requirements for this assignment, I will contact my supervisor.
5. I understand that any failure to comply with this confidentiality agreement could result in disciplinary action including but not limited to losing my assistantship position, as well as consequences under the Student Code of Conduct.
6. The terms of this agreement remain in effect during and after my employment and/or assignment.