

Appendix F: Confidentiality Agreement

Introduction

Privacy and the protection of confidential and personal information is a serious issue and one of which all employees and volunteers need to be aware when undertaking their role with the Strait Regional School Board. Failure to do so can have legal ramifications. Employees and volunteers also need to be aware that confidentiality still applies after employment and volunteerism with the Board ceases.

Definitions

For the purposes of this agreement, the following definitions apply:

“Employee” means a person employed by, or in an employee-like relationship, with the Strait Regional School Board.

“Board” means offices, schools and work sites of the Strait Regional School Board.

“Supervisor” is the person to whom the employee or volunteer reports.

“Volunteer” is an individual, who is not an employee of the Strait Regional School Board, and who interacts with students or groups of students as defined in the Volunteers in the School Policy VI-C-1.

‘Confidential information’ means:

- (a) or an opinion about an individual whose identity is apparent or can be reasonably ascertained from the information or opinion whether true or not. That is, information which allows an individual to be identified; or
- (b) any information that the Strait Regional School Board specifies as confidential; or
- (c) any information not on the public record and not available upon request.

Confidential information can appear in any form and be recorded on any medium, including but not limited to:

- (b) Written records
- (c) Electronic records
- (d) Social media
- (e) Information conveyed verbally

In accordance with Section 3(1)(i) of the Freedom of Information and Protection of Privacy (FOIPOP) Act, “personal information” means recorded information about an identifiable individual, including:

- i. the individual’s name, address or telephone number,
- ii. the individual’s race, national or ethnic origin, colour, or religious or political beliefs or associations,
- iii. the individual’s age, sex, sexual orientation, marital status or family status,
- iv. an identifying number, symbol or other particular assigned to the individual,
- v. the individual’s fingerprints, blood type or inheritable characteristics,
- vi. information about the individual’s health-care history, including a physical or mental disability,
- vii. information about the individual’s educational, financial, criminal or employment history,
- viii. anyone else’s opinions about the individual, and
- ix. the individual’s personal views or opinions, except if they are about someone else.

This agreement has been developed by the Strait Regional School Board to ensure that you understand your responsibilities. If you do not understand any part of this document or if you have uncertainties about its interpretation, you should discuss the matter with your Supervisor or designate. **Please read the Confidentiality Undertakings carefully.**

Confidentiality Undertakings

- i. I will comply with the legislation, policies and procedures of the Strait Regional School Board relating to confidentiality.
- ii. The employee and/or volunteer regards as confidential, and does not divulge other than through professional channels any information of a personal or domestic nature concerning either students or their home environment, obtained through the course of his/her professional and/or volunteer duties.
- iii. I will not disclose confidential information to any third party without the prior permission of the Strait Regional School Board.
- iv. I will not copy or remove original files, forms or other confidential documents from offices, schools and work sites of the Strait Regional School Board.
- v. I understand that my obligations under this Agreement continue to have full force and effect when I am no longer an employee or volunteer of the Strait Regional School Board.

THIS AGREEMENT is made on the _____ day of _____ 20__

BETWEEN

STRAIT REGIONAL SCHOOL BOARD

AND _____

SIGNED for and on behalf of the **STRAIT REGIONAL SCHOOL BOARD**

INSERT NAME and TITLE

Date

Declaration

I declare that I have read this confidentiality agreement and understand my responsibilities regarding the privacy and the protection of confidential and personal information. I understand that a breach of this agreement may impact on the right to privacy of an individual or Board and may lead to legal and/or disciplinary proceedings.

SIGNED by _____
Signature of Volunteer or Employee

Date

In the presence of _____
Signature of Supervisor

Date