

## APPENDIX 1: EMPLOYEE CONFIDENTIALITY AGREEMENT ("Agreement")

*This Agreement is Between:*

Sudbury Catholic District School Board  
(the "Board")

And

\_\_\_\_\_   
(the "Employee")

### Definitions

In this Agreement:

**"Confidential Information"** means information, whether oral, written, electronic or otherwise recorded, regarding:

- proposed plans, policies, budgets or projects relating to the administration of the Board that have not yet been put into operation or made public;
- relating to the management, organization and administration of personnel;
- positions, plans, procedures, proposals, criteria and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Board, including labour negotiations;
- information which if disclosed could reasonably be expected to prejudice the financial interests of the Board;
- trade secrets or scientific, technical, commercial, financial information, supplied to the Board in confidence by a third party;
- statements of financial account to a third party relating to services provided to the Board;
- information obtained in confidence from governments, other agencies, or legal counsel;
- material which is, has or will be the subject of discussion at an *in camera* session of the Board of Trustees;
- information that might reveal security arrangements for vehicles, buildings or computer systems;
- relating to an investigation; and
- other work produced or developed by or for the Board, whether located on the premises or stored in the physical or electronic files of the Board or elsewhere, and whether or not identified as "confidential".

**"Personal Information"** has the same meaning as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, and includes personal health information as defined in section 4 of the *Personal Health and Protection of Privacy Act*, and as further defined in BR160.

**“Personal Health Information”** means identifying information about an individual which pertains to their health care, including information about physical or mental health, receipt of health care services, health number, and the identity of the health care provider or a substitute decision-maker;

### **Duty of Confidentiality**

The Employee acknowledges that in the course of his or her employment with the Board, the Employee may have access to Confidential Information belonging to the Board or a third party, and Personal Information and Personal Health Information belonging to students, staff, parents, volunteers, and other individuals.

**The Employee hereby agrees to keep confidential and not disclose, copy or otherwise disseminate any such Confidential, Personal or Personal Health Information, by any means, including by verbal, written or electronic communication, except as is required in the course of carrying out his or her duties.**

The Employee further agrees not to use, directly or indirectly, for the Employee’s own gain or for the gain of any person, firm, board or other entity, Confidential or Personal Information which has been disclosed or entrusted to the Employee or developed or generated by the Employee in the performance of the Employee’s duties.

If the Employee is in any doubt as to whether a duty of confidentiality applies to information to which they have access or possession, the Employee shall not disclose the information unless and until he or she has received express confirmation from their supervisor that the information constitutes neither Confidential nor Personal Information.

The Employee agrees that their duty of confidentiality includes an obligation to take strict precautions to safeguard and protect Confidential, Personal and Personal Health Information from direct, indirect or inadvertent disclosure to any person.

Electronic and digital retention shall include password protection and/or encryption consistent with the sensitivity of the Confidential, Personal and Personal Health Information being retained.

Safeguards to protect Confidential, Personal and Personal Health Information must include precautions to be taken when using mobile devices and when accessing Confidential, Personal and/or Personal Health Information off site. Such safeguards must include passwords, secure storage when mobile devices, digital and paper records are not in use and may include encryption, depending upon the sensitivity of the Confidential, Personal and Personal Health Information.

The foregoing provisions shall not apply to any Confidential or Personal Information which is publicly known without breach of this Agreement, or has been expressly and specifically authorized for disclosure, or is required to be disclosed by law.

### **Board Property**

The Employee acknowledges and agrees that records which include Confidential, Personal and Personal Health Information are the property of the Board, and shall not be removed from the Employee’s worksite or duplicated in any manner without the express permission of the Board.

Upon termination of employment with the Board, the Employee shall promptly return (without duplicating or summarizing), any and all material pertaining to Board business, employees, students, or parents of students in the Employee’s possession including, but not limited to documents and other materials containing Confidential, Personal and Personal Health Information, physical property belonging to the Board, keys, electronic information storage media, manuals, letters, notes, summaries, appraisals (other than the Employee’s own personal performance appraisals), and reports.

**Board Policies, Procedures, Regulations and Guidelines**

The Employee agrees that he or she is bound by the terms of the Board's policies, procedures, regulations and guidelines, and in particular for the purposes of this Agreement acknowledge receipt of and duty to adhere to APG #PIM01 and APG #HR26, attached hereto, the terms of which form part of this Agreement.

**Media**

Employees that are neither official spokespersons nor permanently and/or temporarily designated official spokespersons cannot, under any circumstances (including on a "no-names" or "off the record" basis), respond to inquiries from the media, unless specifically asked to do so by his or her supervisor or an official spokesperson.

**Term**

The term of this Agreement includes and survives the period of the Employee's employment with the Board, and shall remain in full force and effect indefinitely to the benefit of the Board.

\_\_\_\_\_  
(Employee Name)

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date (mm/dd/yyyy)**

\_\_\_\_\_  
**Supervisor's Signature**

**c: Personnel file**

*September 2018*