

401-1F CONFIDENTIALITY AGREEMENT

During the course of work, an employee/volunteer may acquire information that is privileged information. This includes but is not limited to information in paper files, digital files, pictures, and personal information of any type. All employees/volunteers will:

- a. be made aware during training of the code of conduct and principles of confidentiality by which they must abide.
- b. treat all personal information regarding any student, parent or staff member whether read, overhead, observed or told directly, as confidential.
- c. treat all information gathered as confidential, not only for the duration of service, but indefinitely after service is completed.

Limits of Confidentiality

Employees/volunteers will, where appropriate, ensure to the best of their ability that students are made aware of the limits of confidentiality.

- a. Confidential information may be shared with school staff for the purpose of guidance, debriefing or referral without the consent of the student.
- b. Confidential information will be shared with school staff and/or appropriate authorities (i.e. Child Welfare, police) upon disclosure of abuse, self-harm, or intended self-harm without the consent of the student.
- c. Employees are encouraged to always use their best judgment and err on the side of caution.
- d. Confidential information regarding students, parents and staff members may be shared among authorized personnel for the purposes of maintaining the integrity of the school.

Employees/volunteers will sign the confidentiality agreement upon entry into service. The confidentiality agreement states that the employee/volunteer understands and agrees to abide by the principles and limits of confidentiality outlined herein and on the code of conduct.



CANADIAN ROCKIES PUBLIC SCHOOLS

CONFIDENTIALITY AGREEMENT

I UNDERSTAND that:

- “Confidential Information” means information that is not on the CRPS’ public record and not available upon request and which appears in any form and recorded on any medium, including but not limited to written and electronic records, social media and verbal information.
- “Personal Information” means (see section 1(n) of *FOIP*) recorded information about an identifiable individual, including, but not limited to
 - a. an individual’s name, home or business address or home or business telephone number;
 - b. an individual’s race, national or ethnic origin, colour or religious or political beliefs or associations;
 - c. an individual’s age, sex, marital status or family status;
 - d. an identifying number, symbol or other particular assigned to the individual;
 - e. individual’s fingerprints, other biometric information, blood type, genetic information or inheritable characteristics;
 - f. information about the individual’s health and health care history, including information about a physical or mental disability;
 - g. information about the individual’s educational, financial, employment or criminal history, including criminal records where a pardon has been given;
 - h. anyone else’s opinions about the individual; and
 - i. an individual’s personal views or opinions, except if they are about someone else.
- CRPS regards the security and confidentiality of the Confidential Information and the Personal Information to be of utmost importance.

- In being granted access to the Confidential Information and the Personal Information in the course of my employment for CRPS, I hold a position of trust and must preserve the security and confidentiality of the Confidential Information and the Personal Information;
- This Agreement is binding indefinitely, regardless of length, nature and/or termination of my employment with CRPS;
- It is a statutory requirement as well as a job expectation that I maintain at all times the confidentiality of the Confidential Information and the Personal Information, including student, parent, third party and/or employee information and that I use such information only for the performance of my job duties and functions;
- Confidential Information and Personal Information may be shared with CRPS staff for the purpose of exercising my work-related duties, including providing guidance, debriefing or referral as required;
- Confidential Information and Personal Information will be shared with school staff and/or appropriate authorities (i.e. Child Welfare, Police) upon disclosure of abuse, self-harm, or intended self-harm;
- Personal Information of students, parents, third parties and/or employees is protected by the provisions of Alberta's Freedom of Information and Protection of Privacy Act, the School Act, their regulations and the guidelines published there under, including the Alberta Student Record Regulation and any breach of confidentiality may result in disciplinary measures up to and including the termination of my employment and/or civil or criminal legal penalties.

I WILL NOT:

- Show, tell, copy, give or sell any Confidential Information and the Personal Information;
- Misuse or be careless with Confidential Information and the Personal Information;
- Share any Confidential Information and the Personal Information even if I am no longer a CRPS employee;

I AM RESPONSIBLE for my use or misuse of any Confidential Information and any Personal Information.

I KNOW that:

- My access to the Confidential Information and the Personal Information may be audited;
- The Confidential Information and the Personal Information regarding any third party I acquire / learn on the job does not belong to me;
- CRPS may take away my access at any time;

I WILL:

- Be made aware of the [Code of Conduct](#) and principles of confidentiality by which I will abide;
- Tell my supervisor if I think there might have been a confidentiality breach;
- Treat all Confidential Information and Personal Information, including regarding any student, parent, third party or CRPS employee whether read, overheard, observed or told directly, as confidential;
- Protect the privacy of CRPS employees and students;
- Always use my best judgment and err on the side of caution;
- Abide by applicable laws and policies with respect to access, use or disclosure of Confidential Information and Personal Information;
- Follow control procedures and take reasonable measures to protect the Confidential Information and Personal Information to which I was or have been granted access.

I UNDERSTAND this Agreement and agree to abide by this Agreement.

Dated this _____ day of _____, 20__, in the Town of _____ in the Province of Alberta.

Employee Name

Witness Name

Employee Signature

Witness Signature

Reference

CRPS Administrative Procedure 490 School Volunteers

History

Developed: August 2003
Amended: September 4, 2019
Amended: May 2020