



# Confidentiality Agreement

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## Purpose

Lord Selkirk School Division (LSSD) handles sensitive student and employee information on a regular basis. In accordance with the Privacy Act – Manitoba Law, Personal Information Protection Electronic Documents Act (PIPEDA) and Personal Health Information Act (PHIA), LSSD requires all employees to handle sensitive personal information in a confidential and appropriate manner. It is understood that employees of LSSD will become aware of confidential information regarding our staff and students through the course of their employment. If confidential information is not effectively protected, the operations of LSSD may be threatened, and the well-being and privacy of our staff and students may suffer irreparable damage.

Employees of LSSD are required to keep all confidential information and relevant knowledge regarding our students, our staff and our facilities confidential both during and after their term of employment. These practices have been adopted as they have been deemed essential to the protection of LSSD, and the well-being and privacy of our students and staff.

## Confidentiality Agreement

Confidential information is anything that directly pertains to the operations, students and staff of LSSD.

*Any information relating to the LSSD that is freely in the public domain may not be considered "Confidential". In the event that an employee can prove that information was possessed before it was received from LSSD, or that information was gained from an unrelated third party, said information will not be classified as "Confidential".*

### Nondisclosure:

In working for LSSD, employees shall not divulge, disclose, provide or disseminate confidential information to any third party not employed by LSSD at any time, unless LSSD or the employee gives written authorization. Furthermore, confidential information shall not be used for any purpose other than its reasonable use in the normal performance of employment duties for LSSD.

### Company Property:

Upon termination of employment with LSSD, employees shall promptly return (without duplicating or summarizing), any and all material pertaining to LSSD students, parents/guardians of students or staff in their possession including, but not limited to: all student information (report cards, reviews, etc.), physical property, documents, keys, electronic information storage media, manuals, letters, notes and reports and items purchased from school and LSSD budgets.

### Legal:

This agreement will not supersede any legal obligation to disseminate information when required to do so in a court of law.



## Acknowledgment and Agreement of Confidentiality Agreement

I, \_\_\_\_\_, acknowledge that I have read and understand the Confidentiality Agreement of Lord Selkirk School Division. I agree to adhere to this agreement in its entirety. I understand that if I violate the rules set forth in the Agreement, I may face legal, punitive, or corrective action.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_