



CONFIDENTIALITY AGREEMENT

I UNDERSTAND that:

- “Confidential Information” means information that is not on the Chinook’s Edge School Division’s (CESD) 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, race, 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 or learning profile (ie. individual personal plan (IPP) or learning Support plan (LSP));
 - h. anyone else’s opinions about the individual; and
 - i. an individual’s personal views or opinions, except if they are about someone else.
- CESD 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 contracted employment for CESD, 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 contracted employment with CESD;
- It is a statutory requirement as well as an expectation on my contracted employment 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 CESD staff for the purpose of exercising my contracted-related duties, including providing guidance, consultation, 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;
- Confidential Information regarding students and parents may be shared among authorized personnel for the purposes of supporting both staff and students.
- 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 contracted 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 contracted employee of Chinook's Edge School Division.

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 during the term of my contract does not belong to me;
- CESD may take away my access at any time;

I WILL:

- Be made aware of the 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 CESD employee whether read, overheard, observed or told directly, as confidential;
- Protect the privacy of CESD employees, students and their families;
- 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 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.

_____ Contractor Signature

_____ Witness Name Witness Signature