



# Park Lawn Preschool Inc.

Park Lawn Preschool \* Humber Bay Child Care Centre \* PLP Early Learning Centre at St. Mark

## 2014 PLP 112 Confidentiality and Non-Disclosure

It is the policy of Park Lawn Preschool Inc. that Board members, staff, and volunteers of Park Lawn Preschool Inc. may not disclose, divulge, or make accessible confidential information belonging to, or obtained through their affiliation with the organization to any person, including relatives, friends, and business and professional associates, other than to persons who have a legitimate need for such information and to whom Park Lawn Preschool Inc. has authorized disclosure.

Board members, volunteers, and staff shall use confidential information solely for the purpose of performing services as Board members or staff members of Park Lawn Preschool Inc.

This policy is not intended to prevent disclosure where disclosure is required by law (Emergency, Fire, Police, Children's Aid Society, etc.).

All staff and Board members including volunteers must exercise good judgement and care at all times to avoid unauthorized or improper disclosures of confidential information. This includes all proprietary information, internal information, data and materials of Park Lawn Preschool Inc. including pictures and information on social media.

Conversations in public places, such as restaurants, elevators, public transportation and on cell phones in public places should be limited to matters that do not pertain to information of a sensitive or confidential nature related to the organization.

Board members and staff should be sensitive to the risk of inadvertent disclosure and should refrain from leaving confidential information on desks or otherwise in plain view, and refrain from the use of speaker phones to discuss confidential information if the conversation could be heard by unauthorized persons. This also extends to the electronic dissemination of confidential and/or sensitive information related to the organization.

Upon termination of employment, or term of office on the Board or volunteer relationship with the organization at the request of Park Lawn Preschool Inc. all documents, papers, and other materials, regardless of medium which may contain or be derived from confidential information must be returned.

Directors, staff and volunteers who have access to confidential information must read and sign the following:

### ACKNOWLEDGEMENT & UNDERSTANDING OF IMPORTANCE OF NON-DISCLOSURE

I, \_\_\_\_\_ acknowledge that the information to which I will have access as a result of the position I hold within the organization is confidential, personal, and valuable to Park Lawn Preschool Inc. and that the unauthorized disclosure of that information to another party would cause the organization and its membership irreparable harm and be in violation of the organization's policies and procedures and the *Personal Information Protection and Electronic Documents Act* (PIPEDA) covering the collection, use or disclosure of personal information in the course of any commercial activity.

**AGREEMENT NOT TO DISCLOSE CONFIDENTIAL INFORMATION**

I, \_\_\_\_\_ acknowledge that in order to appropriately safeguard the interests of the Park Lawn Preschool Inc., its clients, membership, staff, and business affairs:

1. I will not directly or indirectly disclose or divulge any information related to the business or affairs of the organization or personal information concerning its staff, clients, or associations it serves except as may be necessary in the proper discharge my duties.
2. I will ensure any information that must be disclosed is done in accordance with the terms and conditions set out in the Organization’s internal policies and procedures.
3. I will ensure that those who do receive our information are made aware of and observe our privacy policies and procedures.
4. I shall not remove any confidential information in any form from the Organization’s premises except in the course of performing my duties on behalf of the Organization or with the prior authorization of the Operations Manager or President of the Board.

**RETURN OF CONFIDENTIAL INFORMATION**

I, \_\_\_\_\_ acknowledge that upon the termination or conclusion of my position with the Organization/Board for whatever reason, I shall return all information immediately to the organization along with any confidential information regardless of medium.

**ENFORCEMENT OF AGREEMENT**

I, \_\_\_\_\_ acknowledge that the terms of this Agreement shall continue to be effective at all material times after the termination or conclusion of my position with the organization for whatever reason.

The Organization shall be entitled to specific performance and injunctive relief for any breach of this Agreement.

Board Member, Staff, or Volunteer

Name	Signature	Date
<i>Witness:</i>		

Name	Signature	Date

Signed copies for Directors will be kept at Head Office in the Park Lawn Preschool Inc. Board of Directors file. Signed copies for staff will be kept in their Human Resource files. Signed copies for volunteers will be kept in their Volunteer files.