

CHEERS SCHOOL FAMILY, INC.

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

I, _____, do hereby agree and acknowledge that in my position as _____ of CHEERS School Family, Inc. (“CHEERS”), I will come into contact with or have access to certain confidential and personal information about students, persons, and employees of CHEERS. CHEERS is obligated to maintain information in confidence. This “Confidential Information” includes, but is not limited to, personnel information; educational records; financial data and records of the parents or guardian of any student; employee salaries or wages; employee benefits; medical records of students, their parents, and employees; students’ and employees’ family circumstances; and testing, evaluations and/or disciplinary information concerning students and employees.

I recognize that data, records, and information may be obtained from many different sources, including, but not limited to, computer generated information, verbal information, and written documents. This Agreement is made without regard to the source of the Confidential Information, and whether any or all data or information used or witnessed by me would be deemed confidential, material or important. I stipulate and agree that all data and information arising from my employment with CHEERS are important, confidential and material, and affect the successful conduct of CHEERS and its good will. I further understand that the information is held as confidential not only as to outside parties, but also as to CHEERS students and their parents and CHEERS personnel whose jobs do not require access to such information.

I understand that all employees who may or must have access to Confidential Information in order to perform their job duties shall be required to sign and receive a copy of this Confidentiality and Nondisclosure Agreement. I also understand that any CHEERS employee whose job requires or allows access to such information and who refuses to sign this Confidentiality and Nondisclosure Agreement shall be subject to discipline, including, but not limited to, reassignment, suspension or discharge.

By signing this Confidentiality and Nondisclosure Agreement, I acknowledge the following:

- a. My job allows or requires access to Confidential Information.
- b. Disclosure of Confidential Information to any other CHEERS employee, any student, any parent or guardian of any student or outside entity or person is strictly prohibited except where such disclosure is an essential element of my job duties. If I am unsure whether disclosure of Confidential Information is an essential element of my job duties, I am required to consult with my direct supervisor or the Executive Director prior to making any disclosure.
- c. To the extent my job position applies to and involves a pre-kindergarten program, I agree to and acknowledge the responsibility to observe, obey, and adhere to the confidential requirements of the Family Educational Rights and Privacy Act and State Board Policy 4350, regarding the confidentiality of any protected student information.
- d. **VIOLATION OF THIS AGREEMENT REGARDING CONFIDENTIAL INFORMATION SHALL RESULT IN DISCIPLINARY ACTION INCLUDING, BUT NOT LIMITED TO, REASSIGNMENT, SUSPENSION OR DISMISSAL.**
- e. Upon termination of my employment with CHEERS, I shall immediately deliver to my immediate supervisor all data, documents or tangible materials whatsoever (and will not retain any copies for myself or others, in any form) concerning such Confidential Information and property. All such documents and tangible materials, and copies or duplicates thereof, are and shall remain the sole property of CHEERS. I further agree that I shall not disclose or use any Confidential Information at any time subsequent to my employment with CHEERS, without first obtaining the written consent of CHEERS, and acknowledge the binding nature of this obligation.

Signed this ____ day of _____, _____.

Employee

Director