

Nye County School District

EMPLOYEE CONFIDENTIALITY AGREEMENT

This agreement is made between _____ (Employee) and the Nye County School District (Employer).

1. Employee acknowledges that, in the course of employment, Employee has and may in the future have access to Confidential Information. Confidential Information, for the purpose of this agreement, means any of the following information, whether obtained verbally, in writing, electronically, by observation, or through any other means:
 - Student information. This includes but not limited to the following information pertaining to students: personal identifying information; medical information; information pertaining to any physical, mental, or intellectual disability; family, social, and financial information; grades, test scores, and other academic information; and any information otherwise protected from disclosure under the Family Education Rights and Privacy Act (FERPA), the Individuals with Disabilities in Education Act (IDEA), or any other applicable federal or state law.
 - Personnel information. This includes but is not limited to the following information pertaining to employees or volunteers of Employer: personal identifying information, performance evaluations, discipline, investigations, disabilities and accommodations, Employee Assistance Program participation, and any other information that would, if disclosed, undermine working relationships within the school district or violate the rights of other employees or volunteers.
 - Sensitive and secure-access information. This includes but not limited to: usernames, passwords, and access information for any account, database, system, or other physical or virtual space owned or operated by Employer; proprietary information; privileged information; or any other information that would, if disclosed, create a security risk or inhibit Employer's ability to maintain confidentiality over sensitive information as permitted or required by law.
2. Employee agrees to use Confidential Information only for authorized, lawful, and proper purposes in the course and scope of Employee's duties. Confidential Information may not otherwise be disclosed at any time during or after Employee's employment. This prohibition includes but is not limited to the sharing of stories or anecdotes containing Confidential Information. Employee is encouraged to seek guidance from Employee's building principal or the Superintendent in situations where Employee is unsure whether the disclosure of Confidential Information is appropriate.
3. In the event that Employee receives a request for district-related information from the media or a member of the public, Employee shall refer the request to the Superintendent. Although Employer is a public entity subject to laws regarding disclosure of public records, it is the prerogative and responsibility of Employer to determine what information, if any, is to be disclosed. Employee agrees not to disclose Confidential Information or speak in an

official capacity on behalf of Employer unless expressly authorized to do so by the Superintendent.

4. In the event that Employee violates this agreement, Employee acknowledges and understands that Employee will be subject to discipline, up to and including termination.
5. This agreement shall be maintained in the Employee's official personnel file.

I have reviewed and understand this agreement, and I acknowledge that I am bound by its terms.

Employee Signature

Supervising Administrator Signature

Date

Date