

THE ROOSEVELT HIGH SCHOOL FOUNDATION CONFIDENTIALITY POLICY

I. Overview

Confidentiality is a priority of The Roosevelt High School Foundation (hereinafter “TRHSF”). TRHSF must always protect confidential information, such as, for example, a donor’s cell number. However, TRHSF is a nonprofit, dependent on public support and trust, so there must be a thoughtful balance between confidentiality and transparency. This Confidentiality Policy offers clarity concerning duties to protect TRHSF’s confidential information.

II. Applicability of Confidentiality Policy

This Confidentiality Policy applies to Board Members, employees, independent contractors, consultants, volunteers, and members of committees, as well as anyone given access to TRHSF confidential information (hereinafter, collectively referred to as “persons associated with TRHSF”).

III. Scope of Confidentiality Policy

Information that is generally considered confidential includes, but is not limited to, planning documents; business and legal negotiations; personnel files; donor and prospective donor data; personal information such as home and office addresses, phone numbers, fax numbers, and e-mail addresses of persons associated with TRHSF; and Board discussions in executive sessions.

IV. Specific Confidentiality Provisions

1. **Board and committee meetings.** On any vote of the Board, or any vote of a TRHSF committee, both the numbers of affirmative and negative votes and the individual votes, unless specifically requested by a Board Member or a member of committee to the contrary, shall be confidential, but the record of individual votes shall be kept on file.
2. **Executive sessions.** The minutes of Board meetings shall indicate when the Board goes into executive session, but shall not normally reflect any of the topics or discussion that occurs in executive session. However, when the Board takes an action in executive session that needs to be recorded, the President of the Board will provide any text to be included in the official minutes of the meeting.
3. **Personal information.** The home and offices addresses, telephone numbers, fax numbers, email addresses, and other such similar personal information of persons associated with TRHSF shall be considered confidential, and shall not be discussed with, or disclosed to, any individual or entity. Such discussion or disclosure of personal information may be allowed if either expressly authorized by the person whose information is to be discussed or disclosed *or* there is a legitimate and good faith business reason for doing so.

4. Donors and prospective donors.

- a. TRHSF shall take particular care with information concerning donors and prospective donors.
- b. The home and offices addresses, telephone numbers, fax numbers, email addresses, and other such similar personal information, especially including any and all financial information, of donors and prospective donors shall be considered confidential, and shall not be discussed with, or disclosed to, any individual or entity. Such discussion or disclosure of personal information may be allowed if either expressly authorized by the person whose information is to be discussed or disclosed *or* there is a legitimate and good faith business reason for doing so.
- c. All persons associated with TRHSF shall adhere to the principle that all donor and prospective donor information created by, or provided to, TRHSF is the property of TRHSF and shall not be transferred or utilized except on behalf of TRHSF.
- d. TRHSF shall not sell or otherwise make available the names and contact information of its donors to third party individuals or organizations, unless the third party individuals or organizations are working on behalf of TRHSF.
- e. When a donor requests that a gift be treated as an anonymous gift, the donor's wishes are to be honored to the greatest extent possible.

V. Duty of Care

Persons associated with TRHSF must exercise reasonable care to ensure that unauthorized individuals do not overhear discussion, receive documents, or otherwise gain access to confidential information.

VI. Confidentiality Extends Beyond Term of Employment/Service

Persons associated with TRHSF must understand and agree that during their employment and/or service they are likely to receive confidential information. All persons associated with TRHSF are required to return any documents or other materials containing confidential information at the time of the termination of employment or expiration of service. The duty to keep confidential information sacrosanct shall extend after a person's term of employment or service.

VII. Consequences for Breach of Confidentiality

Any person associated with TRHSF who divulges confidential information, whether during or after his/her term of employment or service, is subject to appropriate discipline, including dismissal or other sanctions. Persons associated with TRHSF recognize that TRHSF has proprietary interests in confidential information and that TRHSF would be irreparably damaged as a result of any disclosure of confidential information.

VIII. Amendments to this Policy

This Confidentiality Policy may be amended, but only by a vote after due deliberation by the Board at a meeting held with proper notice, including notice this Policy is to be discussed.

Policy approved by The Roosevelt High School Foundation on:

_____.

[date]

Signature: _____

Name: _____

Title: _____

CONFIDENTIALITY POLICY ACKNOWLEDGMENT

I have read the Confidentiality Policy set forth above and agree to comply fully with its terms and conditions at all times during and after my service and to The Roosevelt High School Foundation. If at any time following the submission of this form, I become aware of any actual or potential breaches of confidentiality, I will promptly notify The Roosevelt High School Foundation in writing.

I acknowledge and agree that my selection for service to The Roosevelt High School Foundation and the opportunities made available to me by serving The Roosevelt High School Foundation constitute good and valuable consideration for entering into this agreement, the receipt and sufficiency of which I hereby acknowledge.

In my individual and corporate capacity:

Signature: _____

Name: _____

Title: _____

Date: _____