

CONFIDENTIALITY AGREEMENT

West Kern Community College District

As an employee of the West Kern Community College District (“WKCCD”), and in accordance with Board Policy 3720 and Administrative Policy 3720, you may have access to confidential or sensitive data or information (“Confidential Materials”) in the course of your employment. Confidential Materials include, but are not limited to: contents of confidential or sensitive documents; contents of confidential or sensitive shared files; contents of work-related e-mails; personal data or information concerning WKCCD personnel; personal data or information concerning WKCCD students; sensitive or confidential data or information concerning WKCCD business operations; and any other confidential or sensitive data or information that relates to WKCCD, its operations, its personnel, or its students in any format or medium.

You are personally responsible for maintaining the confidential nature of Confidential Materials by carefully observing the following security measures:

1. Do not disclose, discuss, or allow any other person(s) to access Confidential Materials unless:
 - a. If the Confidential Materials constitute student records, you are releasing the Confidential Materials pursuant to one or more of the exceptions set forth in Board Policy 5040; or
 - b. If the Confidential Materials are not student records, the recipient of the Confidential Materials is a WKCCD staff member who needs the data or information to perform his or her duties; or
 - c. You have been specifically authorized to disclose, discuss, or allow a specific person to access the Confidential Materials for a specific purpose by the WKCCD President.
2. Secure all Confidential Materials when you are not directly working with them in such a manner that the Confidential Materials cannot be viewed or otherwise accessed by other person(s).
3. Do not share any digital passwords or security codes for any WKCCD-related account with anyone.
4. Do not retain any hardcopies or make personal file copies of Confidential Materials in any format or medium except as expressly authorized by your supervisor or pursuant to WKCCD Board Policies. Destroy any extra hardcopies of Confidential Materials by shredding when they are no longer necessary.
5. Do not abuse your access privileges by intercepting, accessing, viewing, monitoring, recording, copying, auditing, inspecting, or viewing the Confidential Materials described in this agreement unless it is in the pursuance of normal and routine functions and/or duties associated with your job, or unless specifically directed to do so by the WKCCD President or law enforcement personnel with a valid and properly executed search warrant or subpoena.
6. If you have any questions about the confidentiality of any of the information to which you have access, you should assume the information is confidential and handle it as such until you are informed otherwise by your supervisor.

These security measures apply to any and all Confidential Materials to which you have access. It is essential that these measures and any additional ones that are requested by your supervisor or may be reasonably necessary to carry out the intent of this Confidentiality Agreement are maintained at every stage of a confidential process in which you assist, participate, or review.

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Because of the importance of security, you are expected to notify your supervisor or another designated staff member if any circumstances cause you to believe that the confidential nature of any Confidential Materials or processes has been breached or otherwise compromised.

Your failure to comply with this Confidentiality Agreement may result in revocation of your access to Confidential Materials and may result in disciplinary measures up to and including dismissal.

A copy of this Confidentiality Agreement will be maintained in your personnel file.

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I have read, understand, and agree to comply with the terms of the above Confidentiality Agreement. I accept the responsibility of maintaining the strict confidentiality of all Confidential Materials to which I have access. I understand that my failure to comply with the above Confidentiality Agreement may result in revocation of my access to Confidential Materials and may result in disciplinary measures up to and including dismissal.

(Employee's Name)

(Signature)

(Date)

(Classification)

The terms of the above Confidentiality Agreement and the security measures discussed therein were discussed with the above employee:

(HR Director or Designee)

(Signature)

(Date)

(Classification)