



Policy #: 0006  
Developed: January 2019  
Revised: December 10, 2020  
Effective Date: January 18, 2021

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## CONFIDENTIALITY AND PRIVACY POLICY

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Purpose:

To provide clarification as to the confidentiality and privacy policies to which LLNB adheres and its process for ensuring employee, contractor, volunteer and board member compliance.

Scope:

Board members, employees, contractors, and volunteers of LLNB (with access to confidential information) (collectively the “LLNB Personnel”)

Responsible Party:

Executive Director, LLNB and President, LLNB Board

Related Documents:

LLNB Confidentiality and Privacy – Declaration of Understanding (Employees/Contractors/Volunteers with access to confidential information) Appendix A

LLNB Confidentiality and Privacy – Declaration of Understanding (Board Members) Appendix B

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## POLICY

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LLNB protects the confidentiality of Confidential Information and the privacy of Personal Information in its custody or control.

LLNB Personnel may not disclose, divulge, or make accessible Confidential Information or Personal Information belonging to, or obtained through their affiliation with LLNB to any party, other than to parties who have a legitimate need for such information and to whom LLNB has authorized disclosure.

LLNB shall comply with all applicable privacy legislation and regulations, related to the confidentiality of personal information. In particular, LLNB complies with *Personal Information Protection and Electronic Documents Act (PIPEDA)*. Unless specific and informed consent is granted to LLNB otherwise, all information shared with government, non-profit, academic, community or private partners, funders, sponsors or stakeholders concerning learners or tutoring volunteers will be anonymized to de-identify the individuals involved in respect of all data received from its LLNB Affiliated Councils. Unless specific and informed consent is granted to LLNB otherwise, all personal information of LLNB’s board members, employees, contractors and volunteers will be kept strictly confidential to and amongst those LLNB Personnel who have a need to know.

All LLNB Personnel are required to sign a Confidentiality and Privacy Declaration of Understanding annually, as per Schedule A, Appendix A and Appendix B attached.

In addition, confidentiality and privacy is addressed in the service contract with all LLNB Affiliated Councils and a confidentiality agreement is provided as part of the Tutor Coordinator Manual that each Council receives. It is the responsibility of the Council to ensure Confidentiality Agreements are signed/reaffirmed periodically with its own volunteer tutors to protect the privacy of learners and the confidential nature of the one to one tutoring relationship; however LLNB retains the right to request confirmation from each Council that this is happening.

Unless specific and informed consent is granted to LLNB otherwise, LLNB shall not release the contact particulars of its non-governmental sponsors/donors to the public or third parties and shall not release the amount of any sponsorships or donation received from non-governmental sponsors/donors other than included in the aggregate totals received from all donors/sponsors. Further, the anonymity of donors wishing to remain anonymous will be protected.

LLNB Employees/Board may see, hear or be given access to Confidential Information of the organization or Personal Information about board members, employees, volunteers or learners. Such information is to be held in the strictest of confidence and is not to be disclosed or discussed with anyone other than those authorized to receive such information in the course of performing their duties.

Access to any records regarding employees, volunteers or learners is a privilege. Access is granted only for the purpose of performing duties, or conducting business as per a contract or agreement. Employees and volunteers are strictly prohibited from accessing records or information to which they are not entitled within the scope of their duties.

The Board of LLNB is responsible for promoting an awareness of the requirements of this policy.

The LLNB Board has designated the Governance Committee of the Board the responsibility to:

- act as an expert resource regarding privacy and confidentiality related matters, and
- investigate privacy or breach of confidentiality complaints against itself or its Affiliated Councils.

Should a privacy or breach of confidentiality complaint be lodged against LLNB or an Affiliated Council and deemed to be meritorious, LLNB Board shall employ outside expertise when appropriate to investigate and/or mediate the matter.

Violation of this policy may result in disciplinary action, up to and including termination. In the case of board members and volunteers, violation of this policy may result in removal from the Board or the termination of the volunteer relationship.

NOTHING IN THIS POLICY IS INTENDED TO PREVENT DISCLOSURE WHERE DISCLOSURE IS REQUIRED BY LAW.

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#### DEFINITIONS

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**Confidential Information** - means private, proprietary, or sensitive information of LLNB, including but not limited to:

- Financial information of LLNB not publicly disclosed;
- Private contracts;
- Sponsor lists and data;
- Donor lists and data;
- Internal business, marketing or strategic planning documents not released to the public,

- Board Meeting Minutes and Board Package Materials (unless approved by the Board to be released to the public),
- Other information or documentation specifically classified as confidential by the Board , the Board President or Executive Director,
- Computer and software systems and data,
- Personnel information and HR matters,
- Learner data, and
- Confidential information or conversations with or concerning Affiliated Councils.

**Personal Information** - means recorded information about an identifiable individual, including but not limited to:

- the individual's name,
- the individual's home address or electronic mail address or home telephone or facsimile number,
- information about the individual's age, gender, sexual orientation, marital status or family status,
- information about the individual's ancestry, race, colour, nationality or national or ethnic origin,
- information about the individual's religion or creed or religious belief, association or activity,
- personal health information about the individual,
- the individual's blood type, fingerprints or other hereditary characteristics,
- information about the individual's political belief, association or activity,
- information about the individual's education, employment or occupation or educational, employment or occupational history,
- information about the individual's source of income or financial circumstances, activities or history, or social condition,
- information about the individual's criminal history, including regulatory offences,
- the individual's own personal views or opinions, except if they are about another person,
- the views or opinions expressed about the individual by another person,
- salary, performance evaluations, discipline, contents of a personnel file or financial information of any staff or contractor, and
- literacy/skill assessments, learning history, level of progress, learning goals, learning challenges or disabilities, learning tools, social circumstances of any learner.

**Notes:**

1) The following information of employees, board members, contractors and volunteers is not considered to be Confidential Information or Personal Information: name, position/job title, business/employment/council contact particulars, any information that would normally be contained on a business card;

2) Many volunteers of LLNB (as opposed to the tutors of the Affiliated Councils) do not have access to Confidential Information or Personal Information of LLNB and therefore would not be considered subject to this policy or required to execute a LLNB Confidentiality and Privacy – Declaration of Understanding in respect of their specific and limited roles. Example -the majority of volunteers assisting in the annual Bookstravangaza fundraiser.

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## SECURITY

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LLNB does not keep credit card numbers or associated data. When LLNB provides service information regarding its learners to the Government of New Brunswick, no names are released, only a numerical designation given to each learner upon registration.

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## SCHEDULE A

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All LLNB Personnel with access to confidential information are required to sign a Confidentiality and Privacy Declaration of Understanding annually.

- Board will sign the Declaration annually at the Annual General Meeting.
- Employees and Volunteers will sign the Declaration annually upon their anniversary date with LLNB.
- Contractors will sign annually, or in the event of non-continuous service, upon the beginning of each new contract.

**APPENDIX A**

**LLNB Confidentiality and Privacy – Declaration of Understanding  
(Employees, Contractors and Volunteers)**

The employees, contractors and volunteers of LLNB have access to and in some case review, use and manage Confidential Information (the private, proprietary, sensitive and confidential information of LLNB) and Personal Information (the private, sensitive and confidential information of LLNB’s board members, employees, contractors, donors, sponsors, volunteers and learners) that must stay within the LLNB organization.

Employees, contractors and volunteers are not permitted to share this Confidential Information and Personal Information outside the organization, or to remove or make copies of any of LLNB’s private records, reports or documents in any form, without prior approval of the Executive Director. Disclosure of Confidential and/or Personal Information may lead to disciplinary action, which may include termination of employment, termination of contract, or termination of the volunteer relationship, as the case may be, as well as possible other legal action.

Additionally employees, contractors and volunteers are prohibited during and/or after the employment, contractor or volunteer relationship has terminated, from using LLNB’s Confidential Information or Personal Information in any form for their own purpose or for those of other persons or entities.

Finally, all Confidential Information and Personal Information relative to LLNB, regardless of its form, must be returned to the organization at the time of termination of the employment, contractor or volunteer relationship.

**Declaration of Understanding and Agreement**

I have been provided a copy and have reviewed LLNB’s written Confidentiality and Privacy Policy. I am aware that, during the course of my employment, contractor, or volunteer relationship with LLNB, Confidential Information and Personal Information may be made available to me. Further, I understand that it is critical to the success and reputation of LLNB that such information not be used by, disclosed or distributed to non-LLNB individuals or parties. In the event of the termination of my employment, contract or volunteer relationship, whether voluntary or involuntary, I hereby agree that I will not utilize or exploit this information for my own personal gain, or share with any other individual, nonprofit agency, or company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**APPENDIX B**

**LLNB Confidentiality and Privacy – Declaration of Understanding  
(Board Members)**

Members of the Board of LLNB have access to Confidential Information (the private, proprietary, sensitive and confidential information of LLNB) and in some cases have access to Personal Information (the private sensitive and confidential information of LLNB’s board members, employees, contractors, donors, sponsors, volunteers and learners) that must stay within the LLNB organization.

Members of the Board are not permitted to share this Confidential Information and Personal Information outside the organization, in any form, without prior approval of the President or written resolution of the Board Director. Disclosure of Confidential and/or Personal Information may lead to the termination of your position with the Board, as well as possible other legal action.

Additionally Members of the Board are prohibited during their term on the Board and after the expiry or termination of their office on the Board, from using LLNB’s Confidential Information or Personal Information in any form for their own purpose or for those of other persons or entities.

**Declaration of Understanding and Agreement**

I have been provided a copy and have reviewed LLNB’s written Confidentiality and Privacy Policy. I am aware that, during my term as a Director of the LLNB Board, Confidential Information and Personal Information may be made available to me. Further, I understand that it is critical to the success and reputation of LLNB that such information not be used by, disclosed or distributed to non-LLNB individuals or parties. Upon the termination or expiry of my term of office on the LLNB Board, I hereby agree that I will not utilize or exploit this information for my own personal gain, or share with any other individual, nonprofit agency, or company.

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Signature

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Date

\_\_\_\_\_

Print Name