



Confidentiality Policy

Adopted: 09-04-13

The Peninsula College Foundation does not disclose nonpublic personal information received from donors unless authorized. We have and will continue to protect our donors' right to privacy.

All information about donors and prospective donors, including but not limited to their names, the names of their beneficiaries, the nature and amounts of their gifts, and the sizes of their estates will be kept strictly confidential by the Foundation and its representatives, unless the donor grants permission to release such information. All requests by donors for anonymity will be honored, except to the extent that the Foundation is legally required to disclose the identity of donors.

Types of Nonpublic Information We Collect

We collect nonpublic personal information about donors that is provided to us by the donor or obtained by us with the donor's authorization.

Parties to Whom We Disclose Information

For current and former donors, we do not disclose any nonpublic personal information obtained in the course of our business to anyone, except as authorized by the donor or as required or permitted by law.

Permitted disclosures include, for instance, providing information to our staff and in limited situations, to unrelated third parties such as financial institutions, who need to know that information to assist us in providing services to the donor. In all such situations, the Foundation always stress the confidential nature of the information being shared.

Protecting the Confidentiality and Security of Current and Former Donors' Information

The Foundation retains financial records so that we are better able to assist donors with their needs and, in some cases, to comply with requirements of the law. In order to guard donors' nonpublic personal information, we maintain physical, electronic and procedural safeguards.

Issues pursuant to Title V of the Gramm-Leach-Bliley Act to provide information on our policies regarding privacy of client information: <http://banking.senate.gov/conf/grmleach.htm>



Peninsula College Foundation Rules Regarding Donor and Foundation Information

PC Foundation practices are summarized below recognizing that the Confidentiality Agreements with Staff, Board Members and Volunteers may occasion questions about how the organization handles such information.

- Mailing Lists - all mailing lists of current or potential donors are confidential and not shared with other agencies.
- E-Mail Lists - all email information is confidential. PC Foundation does not sell or rent e-mail addresses to anyone outside the organization.
- Website - The Confidentiality Policy is posted on the PC Foundation Website on the homepage at <http://www.pencol.edu/foundation>.
- Survey Results - PC Foundation is committed to ensuring that information gathered for the betterment of the PC community via surveys is shared publicly and made available as appropriate on the PC Foundation website.
- Information on staff compensation is not released except in the aggregate.
- Votes of the Board of Directors - On voice votes, no member shall suggest or imply the vote of another member. In contested votes the final vote will be recorded in the meetings minutes which are available to the public upon request.
- Executive Sessions - Minutes of executive sessions are not published, copied or otherwise disclosed either to the membership or the general public. However, if specific actions are taken in executive session, the board shall memorialize such actions in full and open sessions of the board in ways that provide a clear record of such action, while respecting the confidential nature of such discussions.
- Home Contact Information - The home contact information (postal, email, phone, fax) of members of the board, committees of the board, volunteers or staff will not be given out to any individual or organization without the express permission of the person affected.
- Disclosure - PC Foundation complies with both the letter and the spirit of all public disclosure requirements, including the availability of its Form 990 tax returns.

Note - This confidentiality policy and procedures shall not be construed in any manner to prevent PC Foundation from disclosing information to tax authorities, other governmental agencies or courts having regulatory control or jurisdiction over the organization. In addition, PC Foundation's auditors, legal counsel and other contractors are authorized to review records as required for the purposes for which they are engaged.



Confidentiality Agreement for Board Members
Adopted: 09-04-13

This agreement is made this _____ day of _____, 20__ by and between the Peninsula College Foundation, hereinafter called "the Foundation", and _____, hereinafter called "Board Member".

In consideration of Board Member's service as a member of the Foundation's Board of Directors, the parties agree as follows:

1. The Foundation shall provide Board Members with certain confidential and/or proprietary information to assist Board Member in fulfilling his/her duties.
2. Board Member shall not disclose any such confidential and/or proprietary information except as a part of the proper discharge of his/her duties, recognizing that such information must be disclosed only as part of the transaction of the Foundation's business.
3. "Confidential and/or proprietary information" shall include but not be limited to the following:
 - a. Employee applications, hiring, salaries, benefits, terminations, layoffs, promotions, and disciplinary actions and other personnel matters of the Foundation.
 - b. Donor identifies, addresses, contributions, contracts, agreements, correspondence, accounts, grants and other financial transactions with the Foundation.
 - c. Grant and scholarship applications, review comments and actions.
 - d. Investment, asset development, membership and other committee activities other than what is required by law.
4. I recognize that such information to be the property of the Foundation and I agree to hold such information in trust and solely for the Foundation's benefit and not to disclose such information to those inside or outside the Foundation, either, during or after my tenure on the Board, without the written consent of an officer of the Foundation.
5. Upon leaving the Foundation's Board, I agree not to take with me, without first obtaining written consent of an officer of the Foundation, any document or tangible evidence of confidential information or data belonging to or under the control of the Foundation, whether on disk, recorded or hard copy, whether an original or a reproduction.



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6. Improper disclosure of confidential and/or proprietary information may cause the Board Member to be removed from the Board of Directors and subject him/her to suit for damages.

Peninsula College Foundation
Board President

Peninsula College Foundation
Board Member

Date

Date



Confidentiality Agreement for Employees
Adopted: 09-04-13

This agreement is made this ____ day of _____, 20__ by and between the Peninsula College Foundation, hereinafter called "the Foundation", and _____, hereinafter called "Employee".

In consideration of my employment or continuance of employment (as the case may be) by the Foundation, it is hereby agreed as follows:

1. **CONFIDENTIAL INFORMATION:** During my period of employment, the Foundation may disclose or cause to be disclosed to me confidential information relating to personnel matters, such as information regarding salaries, medical treatment or diagnosis, terminations, layoffs or promotions and disciplinary measures regarding individual employees, financial information regarding contractual arrangements, pricing, letters of agreement or understanding, intellectual property developed by the Foundation employees, identifiable confidential matters, or information regarding prospective business of the Foundation. I recognize such information to be the property of the Foundation and I agree to hold such information in trust and solely for the Foundation's benefit and not to disclose such information to those inside or outside the Foundation, either during or after employment, without the written consent of an officer of the Foundation.
2. **CONSEQUENCES OF BREACH:** I understand that any breach of this agreement is grounds for corrective action, up to and including immediate dismissal.
3. **SUBSEQUENT EMPLOYMENT AND TERMINATION OF EMPLOYMENT:** This agreement shall continue in any subsequent employment of mine by the Foundation, and extend to the Foundation's successors or assigns. Upon leaving the Foundation's employ, I agree not to take with me, without first obtaining the written consent of an officer of the Foundation, any document or tangible evidence of confidential information or data belonging to or under the control of the Foundation, whether on disk, recorded or hard copy, whether an original or a reproduction.
4. **FORMER OBLIGATIONS:** I will strictly adhere to any obligations, which I may have with former employers insofar as the use or disclosure of confidential information is concerned.



Peninsula College Foundation
Employee Signature

Peninsula College Foundation
Supervisor Signature

Date

Date