

Confidentiality Policy

This document outlines the fundamental objectives setting forth the confidentiality policies for Camp Solomon Schechter (CSS). It is not the intent of this policy to circumvent state or federal law; state and federal take precedence over any statement made in this policy.

I. Vision & Mission

Mission: Camp Solomon Schechter provides a fun, safe and welcoming environment where children and young adults create their own unique Jewish community in the spirit of the Conservative movement, thereby becoming independent, caring individuals who are connected to Judaism, Israel and their local Jewish communities.

Vision: Camp Solomon Schechter will be the premier Jewish camping experience in the Pacific Northwest. Schechter will create programs based around nature, music, art and sport that strengthen the bonds of our Jewish communities and provide a high quality, critical Jewish intellectual, physical, emotional and social experience for its campers, staff and alumni.

II. Scope of this Policy

The purpose of this confidentiality policy is to assure that the highest ethical standards and integrity are maintained in conducting the business of Camp Solomon Schechter (CSS) and carrying out its mission.

All members of the Board of Directors, volunteers and employees are subject to this confidentiality policy and shall exercise good faith and judgment in all dealings relating to his or her position with CSS. Actions by these individuals inconsistent with this policy shall not be permitted unless expressly approved by the Board of Directors.

III. Definitions

1. Board of Directors (Directors) – shall refer to the Camp Solomon Schechter Board of Directors, the governing body established by the CSS Bylaws.
2. Employees – shall refer to any person working for CSS as non-exempt, exempt or on a contract basis.
3. Volunteers – shall refer to any person who performs a service for CSS without pay.
4. Appropriate Person – shall refer to an employee's or volunteer's supervisor, the Board President(s) for the Executive Director and the Executive Committee for any member of the Board of Directors.

5. Confidential Information – shall refer to information, in any form or medium (e.g., verbal, written or electronic), including notes, copies and summaries, maintained, received, created or requested by CSS that identifies, or can be used to identify, any individual and that relates to the physical or mental health of the individual, the provision of health care to the individual or is treated, or designated, by CSS as confidential or for which CSS is under an obligation to keep confidential. Examples of Confidential Information include:
- Medical and psychiatric records or information of campers or their family members
 - Camper records
 - Computerized camper data
 - Detailed donor demographics
 - Internal CSS financial reports
 - Any human resource information about Directors, employees or volunteers
 - Contracts with vendors
 - Any verbal information provided in reference to the above

IV. General Information

It is the policy of CSS that Directors, employees and volunteers may not disclose, divulge or make accessible Confidential Information belonging to, or obtained through, their affiliation with the organization to any person, including relatives, friends and business and professional associates, other than to persons who have a legitimate need for such information and to whom the organization has authorized disclosure. Directors, employees and volunteers shall use Confidential Information solely for the purpose of performing services as a Board member, employee or volunteer for the organization. This is not intended to prevent disclosure where disclosure is required by law.

Directors, employees and volunteers must exercise good judgment and care at all times to avoid unauthorized or improper disclosures of Confidential Information. Conversations in public places, such as restaurants, elevators and airplanes, should be limited to matters that do not pertain to information of a sensitive or confidential nature. In addition, Directors, employees and volunteers should be sensitive to the risk of inadvertent disclosure and should, for example, refrain from leaving Confidential Information on desks or otherwise in plain view and refrain from the use of speakerphones to discuss Confidential Information if the conversation could be heard by unauthorized persons.

V. Procedure

A. Directors

Directors will be expected to sign the *CSS Workforce Confidentiality Agreement* (“Agreement”) at the beginning of each of their terms on the Board prior to gaining access to Confidential Information.

B. Employees

Employees will be expected to initially sign the *CSS Workforce Confidentiality Agreement* (“Agreement”) at the beginning of their employment prior to gaining access to Confidential Information. They will also be expected to sign the Agreement annually at the beginning of each fiscal year.

C. Volunteers

Volunteers will be expected to sign the *CSS Visitor Confidentiality Agreement* (“Agreement”) at the beginning of their experience with CSS, prior to gaining access to Confidential Information.

VI. Enforcement

- A. In the event an individual fails to submit a completed Agreement as required by this policy, that individual shall be advised that he or she is not in compliance with the Confidentiality Policy.
- B. If a Director fails to comply prior to his or her first Board or committee meeting after election, he or she will be advised by the Board President(s) that his or her participation in official Board activities is suspended until compliance with this policy is completed in a manner satisfactory to the Board President(s).
- C. If an employee or volunteer of the camp fails to immediately comply, his or her supervisor shall counsel them and provide the appropriate direction as required by policy.
- D. In the event an individual fails to comply with this policy, without good cause for such delay being shown, a Director's membership on the Board shall terminate; the volunteer shall be terminated; and employee's status shall move to a counseling or discipline status which could lead to termination of employment following the employment practices of the camp.

VII. Determination of Whether a Breach of Confidentiality Exists

- A. If the Appropriate Person has reasonable cause to believe that a breach of confidentiality exists, the Appropriate Person shall inform the individual of the basis for such belief and afford the individual an opportunity to explain the alleged breach.
- B. If, after hearing the response of the individual and making such further investigation as may be warranted in the circumstances, the Appropriate Person

determines that the individual has in fact breached confidentiality, appropriate disciplinary and corrective action shall be taken according to the current policies and procedures of the organization.

VIII. Termination

At the end of a Director's term in office, when a volunteer leaves or upon the termination of an employee's employment, he or she shall return or destroy all documents, papers and other materials, regardless of medium, that may contain or be derived from Confidential Information in his or her possession. All keys, key cards and identification cards will be returned, and the individual's access to electronic information will be blocked.

Approved this 23rd day of February, 2014



David Schwartz, Board Co-President



Karen Twain, Board Co-President



Sarah Glass, Board Secretary

Due for review and affirmation in February 2017.