

COMMUNITY ENGAGEMENT BOARD CONFIDENTIALITY AGREEMENT

This Agreement, dated and effective as of _____, 20____ (the "Effective Date"), is made and entered into by and between Everett District No. 2 (the " District") and _____ ("Recipient"). The parties agree as follows:

1. DEFINITIONS.

1.1 "Confidential Information" means any information of the District, whether of a technical, educational, business or other nature (including, without limitation, information relating to the District's facilities, records, student information, staff information, technology, or other affairs), that is disclosed to or learned by Recipient during the Term and that Recipient knows or has reason to know is confidential or proprietary information of the District. Confidential Information also includes any information that has been made available to the District by third parties (including, without limitation, students) that the District is obligated to keep confidential.

1.2 "Confidential Materials" means any document, file, correspondence, email, diskette, tape, writing or other tangible item that contains any Confidential Information, whether in printed, handwritten, coded, magnetic, electronic or other form and whether delivered to or made by Recipient.

1.3 "Term" means the period beginning with the Effective Date and ending ten (10) days after either party gives the other written notice of termination.

2. RESTRICTIONS.

2.1 Confidential Information and Confidential Materials are made available to Recipient solely for the purpose of performing as a member of the District's Community Engagement Board for and at the request of the District. Recipient will not use, disclose, disseminate or distribute any Confidential Information or Confidential Materials for any other purpose without the prior written consent of the District.

2.2 Recipient will protect all Confidential Information and Confidential Materials from any unauthorized use, disclosure, copying, dissemination, publication or distribution. Without limitation of the foregoing, Recipient will: (a) not disclose the Confidential Information to any third party; (b) make or copy the Confidential Materials only as reasonably required for the purpose specified in Section 2.1; (c) not deliver, distribute, display, demonstrate or otherwise make available Confidential Materials to any third party; and (d) not remove or obliterate markings (if any) on Confidential Information indicating its proprietary or confidential nature.

2.3 All Confidential Information and Confidential Materials are the property of the District. Recipient will hold all Confidential Materials in trust for the District and will promptly destroy them or deliver them to the District upon the earlier of the District's request or when they are no longer needed for the purpose described in Section 2.1. Upon the District's request, Recipient will certify his or her destruction of such Confidential Materials.

2.4 Recipient will comply with any and all applicable laws relating to the use, disclosure, copying, dissemination and distribution of any Confidential Information or Confidential Materials

(including, but not limited to, any and all laws relating to the District's proprietary rights, the Washington Public Records Act, Chapter 42.56 RCW, and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

2.5 The District has the right to audit the Recipient's handling of Confidential Information and Confidential Materials at any time for compliance with FERPA, the Washington Public Records Act, and this Confidentiality Agreement.

3. MISCELLANEOUS.

3.1 Recipient's obligations with respect to any Confidential Information and Confidential Materials will survive any termination of the Term.

3.2 In the event of any breach of this Agreement, the District may suffer irreparable harm and have no adequate remedy at law. In such event or the threat of any such event, the District will be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies.

3.3 This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Washington without regard to its choice of law principles to the contrary. Recipient hereby irrevocably consents to the jurisdiction and venue of any state or federal court located in Snohomish County, Washington, with regard to any legal action or proceeding relating to this Agreement.

3.4 This Agreement may not be amended, except by a writing signed by the party against whom such amendment is to be enforced.

DATED this _____ day of _____, 20_____.

Everett School District

By: _____

By: _____
Community Engagement Board Member

Print Name: _____