

The Episcopal Parish of St. Clement – Honolulu and St. Clement’s School

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (“Agreement”) is entered into by and between the Episcopal Parish of St. Clement and St. Clement’s School (collectively, the “Church and School”) and the undersigned employee or contractor (“Recipient,” defined as any employee, contractor, vestry member, or ministry volunteer).

1. Purpose

The Church and School are communities of faith, education, and pastoral care. In the course of ministry, education, administration, and operations, employees and contractors may come into contact with confidential, private, and sensitive information. This Agreement is intended to protect such information and uphold the Church's ethical, legal, and canonical obligations.

2. Definition of Confidential Information

“Confidential Information” includes, but is not limited to:

- Personal, pastoral, medical, or financial information of parishioners, students, families, or staff.
- Records protected under federal and state privacy laws.
- Personnel records and employment information
- Student educational records.
- Communications made in confidence within pastoral relationships.
- Any non-public operational, financial, or strategic information of the Church and School.

3. Legal and Canonical Obligations

The Recipient acknowledges that confidentiality is governed by multiple legal and ecclesiastical authorities, including:

(a) Federal Law

Applicable federal laws may include, but are not limited to:

- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g), protects student education records
- The Health Insurance Portability and Accountability Act (HIPAA) (42 U.S.C. § 1320d et seq.), where applicable

(b) Hawaii State Law

Recipient agrees to comply with all applicable laws of the State of Hawaii, including but not limited to:

- Hawaii Revised Statutes Chapter 487N (Security Breach of Personal Information)
- Hawaii Revised Statutes § 350-1.1 (Mandatory reporting of child abuse and neglect)

- Any applicable privacy and employment laws governing the handling of personal information

(c) The Episcopal Church Canons

Recipient acknowledges the governing authority of The Episcopal Church, including but not limited to:

- Title III (Ministry), which establishes standards of conduct for clergy and lay ministers
- Title IV (Ecclesiastical Discipline), which addresses misconduct, including breaches of trust and confidentiality
- Diocesan policies and Safe Church training requirements, which emphasize confidentiality, pastoral trust, and mandatory reporting obligations

(d) Diocese of Hawai'i Canons and Parish Bylaws

Recipient further acknowledges and agrees to comply with:

- The Canons and policies of the Episcopal Diocese of Hawai'i, including any provisions relating to conduct, confidentiality, pastoral responsibility, and Safe Church requirements
- The Constitution and Canons of the Diocese of Hawai'i, as they may be amended from time to time
- The Bylaws and governing policies of the Episcopal Parish of St. Clement, including those related to confidentiality, records, and the ethical handling of information

These diocesan and parish authorities establish additional standards of accountability and conduct, and are binding upon employees and contractors as applicable to their role and duties within the Church and School

4. Obligations of Confidentiality

The Recipient agrees:

- To maintain strict confidentiality of all Confidential Information
- Not to disclose such information to any unauthorized person
- To use such information solely for purposes of fulfilling their duties
- To take reasonable precautions to safeguard such information

5. Ethical and Pastoral Responsibility

As a ministry of The Episcopal Church, the Church and School hold sacred the trust placed in them by parishioners, students, families, and the wider community. The Recipient acknowledges that:

- Confidentiality is both a legal and moral obligation
- Sensitive information must be handled with care, dignity, and respect
- The Church is entrusted with deeply personal matters requiring discretion and compassion
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6. Duty to Report

Nothing in this Agreement prohibits or limits the Recipient from reporting information when required by law or Church policy. The Recipient agrees:

- To report suspected abuse, neglect, or harm in accordance with Hawaii law (including HRS § 350-1.1)
- To report concerning, unsafe, or unethical conduct to appropriate supervisors or authorities
- To comply with Safe Church policies and mandatory reporting standards

7. Term of Agreement

This Agreement is a condition and term of employment, contractual engagement, ministry, etc. The obligations herein:

- Begin upon commencement of employment or contract
- Continue during the term of service
- Survive termination of employment or contract indefinitely with respect to Confidential Information

8. Breach and Consequences

The Recipient understands that breach of this Agreement may result in:

- Disciplinary action, up to and including termination of employment or contract.
- Ecclesiastical disciplinary action under Title IV of The Episcopal Church Canons.
- Civil liability and legal action under applicable federal and Hawaii state laws.

9. Return of Information

Upon termination of employment or contract, the Recipient agrees to return or securely destroy all Confidential Information in their possession.

10. Acknowledgment

By signing below, the Recipient acknowledges that they have read, understood, and agree to comply with this Agreement, and understand that confidentiality is both a legal requirement and a sacred trust within the life of the Church and School.

Signature

Printed Name

Date