

Lewis Center for Educational Research

**BP 4219 PERSONNEL
PROPRIETARY INFORMATION NON-DISCLOSURE**

Adopted: December 8, 2005

Revised:

The Lewis Center for Educational Research (LCER) spends significant time, effort, and money developing certain Proprietary Information; products, software, innovative ideas and curriculum, which the LCER considers vital to its business and goodwill. This Proprietary Information will necessarily be communicated to or acquired by Employee in the course of his employment with the company.

This Proprietary Information is the property of the LCER and staff will not disclose this information to anyone outside of the company for the duration of Employee's employment by the LCER and shall survive termination of the Period of Employment and/or termination of this Agreement.

The staff shall maintain the confidentiality of all confidential information until such time as laws, state regulations and/or bylaws of LCER permit disclosure.

During the Period of Employment, Employee shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of the LCER and as is necessary to carry out his or her responsibilities under this Agreement. Any material breach by Employee of this Agreement shall be grounds for terminating Employee's employment with the LCER.

Employee will agree that all property, including, without limitation, all equipment, tangible Proprietary Information i.e.: cell phones, keys, credit cards, ID badge, parking sticker, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by Employee in the course of or incident to his employment, belongs to the LCER and shall be returned promptly to the LCER upon termination of the Period of Employment.

Any action by an employee, which inadvertently or carelessly results in release of confidential/privileged information, shall be recorded, and the record shall be placed in the employee's personnel file. Depending on the circumstances, the CEO or designee may deny the employee further access to any privileged information and shall take any steps necessary to prevent any further unauthorized release of such information.

Any employee who willfully releases confidential/privileged information about students, staff, or any proprietary information shall be subject to disciplinary action up to and including dismissal from LCER.

Any employee who willingly and for monetary gain uses or discloses confidential/proprietary information as defined in Government Code 1098 is guilty of a misdemeanor. (Government Code 1098)

As part of the employment packet, employees will sign a Proprietary Information Non-Disclosure acknowledgement. This acknowledgement provides the employee opportunity to consult legal counsel in regard to this Agreement. Signing the form acknowledges that he or she has read and understands this Agreement, that he or she is fully aware of its legal effect, and that he or she has entered into it freely and voluntarily and based on his or her own judgment and not on any representations or promises other than those contained in this Agreement.