

Maintaining Confidentiality as a Leader

Proverbs 11:13 reads, *“People who tell secrets about others cannot be trusted. Those who can be trusted keep quiet.”* (ERV) This verse reveals one positive trait of a trustworthy person. There are many examples in the Word of God where individuals made major blunders by verbally sharing the wrong information. Ministry heads who make similar mistakes often create division and discord within the leadership and congregation. This class is designed to share insight on subjects that can have a negative impact on churches and efforts leaders can take to avoid it.

I. Logical Information about Confidentiality

Listed below are various subjects that should be kept confidential as a leader.

1. **Background** _____ information should not be shared with others as a leader.
Esther 2:10
“Esther had not revealed her nationality and family background, because Mordecai had forbidden her to do so.” (NIV)
2. **Discipline** _____ information should not be shared with others as a leader.
Proverbs 10:17
“Whoever heeds discipline shows the way to life, but whoever ignores correction leads others astray.” (NIV)
3. **Financial** _____ information should not be shared with others as a leader.
Proverbs 11:12
“It is foolish to belittle one’s neighbor; a sensible person keeps quiet.” (NLT)
4. **Medical** _____ information should not be shared with others as a leader.
Job 13:4, 5
“But you cover things with lies. You are doctors of no worth. 5) If only you would be quiet, and that would show your wisdom!” (NLT)
5. **Personal** _____ information should not be shared with others as a leader.
Psalms 39:1
“I said to myself, I’m going to quit complaining! I’ll keep quiet, especially when the ungodly are around me.” (LB)

6. **Personnel** _____ information should not be shared with others as a leader.

Amos 5:13

“Therefore the prudent keep quiet in such times, for the times are evil.”
(NIV)

7. **Unverified** _____ information should not be shared with others as a leader.

II Corinthians 4:2

“We don’t do shameful things that must be kept secret. And we don’t try to fool anyone or twist God’s message around. God is our witness that we speak only the truth, so others will be sure that we can be trusted.”
(CEV)

II. **Biblical Illustrations on Confidentiality**

Listed below are various passages in the Bible on the subject of confidentiality.

1. Talking too much can lead to **Sorrow/Trouble** _____ .

Proverbs 10:14, 19

“A wise man holds his tongue. Only a fool blurts out everything he knows; that only leads to sorrow and trouble. 19) Don’t talk so much. You keep putting your foot in your mouth. Be sensible and turn off the flow!” (LB)

2. Talking too much can lead to **Rumors** _____ .

Proverbs 11:13

“A gossip goes around spreading rumors, while a trustworthy man tries to quiet them.” (LB)

3. Talking too much can lead to **Destruction** _____ .

Proverbs 13:3

“Those who control their tongue will have a long life; opening your mouth can ruin everything.” (NLT)

4. People who talk too much can ruin **Friendships** _____ .

Proverbs 16:28

“Gossip is no good! It causes hard feelings and comes between friends.” (CEV)

5. People who talk too much should be **Avoided** _____ .

Proverbs 20:19

“A gossip betrays a confidence; so avoid anyone who talks too much.”
(NIV)

6. Talking too much can lead to Arguments.
Proverbs 26:20
“Without wood, a fire goes out. Without gossip, arguments stop.” (ERV)
7. People who talk too much are Fools.
Ecclesiastes 10:14
“Fools talk way too much, Chattering stuff they know nothing about.”
(MSG)

III. Rational Applications for Confidentiality

Listed below are actions leaders can take to refrain from disclosing confidential information.

1. Establishing a no talk rule with close friends and family
2. Exercising caution when sending sensitive information via email
3. Placing confidential matters in a locked file cabinet
4. Refusing to have private conversations in the presence of others
5. Removing confidential documents from your desk
6. Seeking advice only from individuals who are privy to the information
7. Signing non-disclosure agreement forms

Additional Resources on Confidentiality

Books

Understanding the Need for Confidentiality
By Brian Kent

Confidentiality and Clergy: Churches, Ethics, and the Law
By William W. Rankin

A Simplified Guide to NDAs: An Entrepreneur's Guide to Confidentiality, Non-Disclosure, and Secrecy Agreements
By Bill Naifeh

Drafting Confidentiality Agreements
By Mark Anderson and Warner Victor

Agreements, Forms and Checklists for Risk Managers: A Companion to Legal Risk Management for In-House Counsel and Managers
By Bryan E. Hopkins

Online Resources

www.churchexecutive.com

www.allbusiness.com

www.leadersoutghttoknow.com

Transparency vs. Confidentiality

<https://angieward.wordpress.com/2012/05/18/transparency-vs-confidentiality/>

On Leadership, Transparency and Breaching Confidentiality

<http://linked2leadership.com/2015/12/09/on-leadership-transparency-and-breaching-confidentiality/>

EMPLOYEE CONFIDENTIALITY AGREEMENT

This Employee Confidentiality Agreement (this "Agreement") is made and entered into as of _____, 2016, by and between Church ("Church") and _____, a _____ ("Employee").

1. Confidential Information.

1.1 Definition of Confidential Information. "Confidential Information" as used in this Agreement shall mean any Confidential Church Information. "Confidential Church Information" is any and all technical and non-technical information including or relating to financial information and projections, business strategies and plans, the sale of Church assets, major partnering agreements, contracts, strategic relationships, employees, Officers and Board Members, litigation (whether actual or threatened), intellectual property, trade secrets, and proprietary information, techniques, know-how, processes, and the current, future and proposed business, products and services of the Church, its suppliers and members, including, without limitation, its respective information concerning development, design details and specifications, financial information, member lists, marketing plans and information. Confidential Church information also includes information that, if disclosed, may be useful to the Church's competitors or harmful to the Church, its members, suppliers and partners. "Board Information" includes information acquired in connection with the Employee's role, whether through board meetings, deliberations or private and confidential discussions among or between Employees, Managers, Officers and Board Members, or agents, and includes proprietary or confidential information of any third party who may disclose such information to the Employee in the course of the Church's business.

1.2 Nondisclosure and Nonuse Obligations. The Employee will use Confidential Information solely for the benefit of the Church. The Employee agrees that the Employee shall exercise reasonable care to protect the Confidential Information. The Employee will not disclose the Confidential Information to any party outside the Church. The Employee will immediately give notice to the Church of any unauthorized use or disclosure of the Confidential Information. The Employee agrees to assist the Church in remedying any such unauthorized use or disclosure of the Confidential Information. Additional obligations on the use or disclosure of Confidential Information include:

(a) Designated Spokespersons. The Church has designated the Church's Pastor(s) or their designated person(s) as the sole spokesperson(s) for the Church (the "Church Spokesperson"). Unless authorized by the Pastor(s) or the Board of Directors, the Employee is not authorized to speak or comment (verbally or in writing, including via the Internet) on behalf of the Church with respect to Church business, corporate actions affecting the Church, Board Information or rumors relating to the Church. Therefore, if the Employee receives any inquiry from a third party regarding the Church, the Employee must immediately refer the inquiry to the Church Spokesperson without further comment.

(b) Rumors and Speculation. The Employee may not comment, affirmatively or negatively, on rumors, unless specifically authorized to do so by the Church Pastor(s) or designated Church Spokesperson. This obligation also applies to rumors on the Internet. Accordingly, the Employee may not comment on speculation concerning the Church or other future business activities or events.

(c) Participation in Internet Forums Regarding Church Information. The Employee is prohibited from participating in discussions in newsgroups, social networks, chat rooms, bulletin boards or other Internet forums regarding the Church and its business, and is prohibited from posting messages about the Church in such forums, whether under actual or a fictitious name.

1.3 Exclusions from Nondisclosure and Nonuse Obligations. The Employee's obligations under Section 1.2 with respect to any portion of Confidential Information shall not apply to any information that (a) was in the public domain at or subsequent to the time it was communicated to the Employee by the disclosing party through no fault of the Employee, (b) was rightfully in the Employee's possession free of any obligation of confidence at or subsequent to the time it was communicated to the Employee by the disclosing party, or (c) is being disclosed by the Employee in response to a valid order by a court or other governmental body, or otherwise as required by law, or as necessary to establish the rights of either party under this Agreement.

2. Breaches. The Employee's obligations under this Agreement are of a unique character that gives them particular value, and breach of any of such obligations will result in irreparable and continuing damage to the Church, for which there will be no adequate remedy at law. Accordingly, in the event of such breach, the Church will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper including, in the case of gross negligence, recklessness or willful misconduct only, monetary damages if appropriate, unless such breach is caused by actions reasonably believed by the Employee, based on advice of competent counsel, to be consistent with the fiduciary duties owed by such Employee to the Church and its members. In addition, notwithstanding any other agreement between the Church and the Employee, in no case shall the Church be obligated to indemnify the Employee, or shall the Employee accept indemnification with respect to, any damages resulting from a breach of this Agreement as a result of gross negligence, recklessness or willful misconduct, unless such breach is caused by actions reasonably believed by the Employee, based on advice of competent counsel, to be consistent with the fiduciary duties owed by such Employee to the Church and its members.

3. Miscellaneous.

3.1 Application. This Agreement shall apply to Employee regardless of whether he or she is currently serving as an Employee and shall restrict Employee's use or disclosure of Confidential Information that is disclosed to Employee before, during, or after Employee's term of service.

3.2 Duties. The terms of this Agreement do not in any way diminish, limit or detract from those duties Employee owes to the Church and its members as an Employee of the Church or otherwise.

3.3 Notices. Any notice, request, claim, demand, waiver or other communication required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered by hand; (b) by overnight courier upon written verification of receipt; (c) by e-mail or facsimile transmission on the date sent upon acknowledgment of receipt of electronic transmission if sent during normal business hours of the recipient; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.

3.4 Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than of the State of Georgia. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated herein shall be instituted in the federal courts of the United States or the courts of the State of Georgia, in each state case located in the County of Dekalb County Georgia, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.

3.5 Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

3.6 Waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Moreover, the waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by such other party.

3.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Execution and delivery of this Agreement by exchange of e-mail or facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such e-mail and facsimile copies shall constitute enforceable original documents.

3.8 Entire Agreement; No Third-Party Beneficiaries. This Agreement is the sole and entire agreement between the parties concerning its subject matter, supersedes all prior agreements, understandings, representations and warranties, whether or not written, and is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CHURCH

By: _____

Name: _____

Title: _____

EMPLOYEE

Name :(printed) _____

Name :(signed) _____

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