

SJBC NDA POLICY AND PROCEDURES

A nondisclosure agreement (hereinafter NDA) is a contract by which one or more parties agree not to disclose confidential information obtained as a necessary part of doing business together, and more specifically for our purposes, operating as a church. For St John Baptist Church (hereinafter SJBC), this requirement is two-fold. Staff, elected, and appointed leaders are privy to the church's sensitive financial and legal information, e.g. legal settlements or litigation with third parties. Additionally, these individuals may have access to confidential information about individual members, including, but not limited to, healthcare challenges and requests for benevolence. Therefore, SJBC requires all members of its staff, Board of Trustees (BOT), Finance and Operations Ministry (FINOPS), and Deacon Ministry to sign an NDA annually.

A. Staff

Individuals under consideration for staff positions shall be provided a copy of this policy and procedures document, plus the NDA, and informed that signing will be a prerequisite of accepting a job offer with SJBC. All contractual employees and consultants who perform services for SJBC will also be required to sign the NDA.

B. Newly Elected and Appointed Leaders

Candidates for elected office and Deacons-in-Training will be provided with a copy of this policy and procedures document, plus the NDA and make a verbal commitment to the Pastor or the chairperson of the ministry he or she seeks to join, expressing intention to sign the NDA after elected or ordained. Refusal to provide said commitment will result in a candidate's removal from the ballot and bar the ordination of a Deacon-in-Training. A member nominated from the floor during the annual congregational meeting, must be advised of the NDA and his or her expectation to sign same. Said member must make a verbal commitment to the chairperson of the nominating committee to sign the NDA if elected, before the nomination may be accepted. A newly elected candidate's refusal to sign the NDA within thirty (30) days of a written notice to execute the contract, will result in immediate, indefinite suspension and subject the officer to removal from office, pursuant to the Constitution and Bylaws. During the suspension period,

officers will not be permitted to attend meetings of the Board or ministry to which he or she was elected and shall not receive confidential documents or information available to other leaders.

C. Continuing Leaders

Any duly elected trustee or member of the Finance and Operations Ministry serving a subsequent year of his or her term, or any appointed member of the Board of Trustees or Finance and Operations Ministry or any ordained deacon, who refuses to sign the NDA for the current calendar year, shall be given written notice that failure to sign the NDA within thirty (30) days will result in immediate, indefinite suspension and subject said leader to removal from office and active service, pursuant to the Constitution and Bylaws. During the suspension period, said leader will not be permitted to attend meetings of the Board or ministry to which he or she was elected or appointed and shall not receive confidential documents or information available to other leaders. A deacon also serving on the Board of Trustees would forfeit his or her ability to serve on both the Deacon Ministry and the Board of Trustees.

D. Visitors to BOT, FINOPS, and Deacons' Ministry Meetings

All BOT and FINOPS meetings are open to church members to attend. Other visitors may attend if they have a special presentation or have been invited for a specific reason. On occasion, guests are invited to Deacons' Ministry meetings for a specific purpose or presentation. In the case of such visitors, they will be made aware of the confidential nature of the information potentially discussed at the meeting and asked to sign the NDA. Any visitor who refuses to sign will be asked to leave the room when sensitive material is being discussed. If they refuse to leave, the ministry will discontinue any discussion of confidential information or conclude the meeting.

E. Damages

Paragraph IV of the NDA states in part that a disclosure "will subject Employee/Volunteer to disciplinary action, prosecution, and/or monetary damages . . ." Courts do and have awarded damages for breach of an NDA. In

Konjevich v. Washington Systems, Inc., 23 F.3d 401 (1994), the U.S. Fourth Circuit Court of Appeals upheld a damage award of \$45,000 against Konjevich for disloyalty to the company in which he served as an officer and had signed an NDA within the course of his employment.

Adopted by the SJBC Bd of Trustees on September 9, 2021