

# UW Whitewater Police



## Code of Ethics - Confidentiality

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1.1.2.1

No. Pages:  
4

Special Instructions:

Approved By:  
Chief Kiederlen

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1

### I. Purpose

The purpose of this policy is to guide all employees of the UW-Whitewater Police Department on keeping information that they come across as part of their employment as confidential.

### II. Policy

Employees at the UW-Whitewater Police Department (UWWPD) have a unique view of society. They are exposed to private information about people as part of criminal investigations, medical calls and other situations. Some of that information is protected by laws such as the Health Insurance Portability and Accountability Act (HIPPA) and the Family Educational Rights and Privacy Act (FERPA), but all information should be considered private and not discussed with the general public.

### III. Procedure

- A. Employees shall treat department documents, conversations, transactions and records, including those obtained from other entities, whether law enforcement or not and electronic systems, as confidential and shall not discuss or impart information to any person who is not a member of the criminal justice system without the permissions of the Chief of Police or Designee.
  1. An exception is allowed for public safety and official university functions acting within their formal function, such as Human Services, Dean of Students, Residence Life, University Health and Counseling Services and CARE Team that may require information for the safety of the individual or campus as a whole.
- B. Most employees do not need to know the details of the complex laws of confidentiality records and evolving legal issues. Employees shall, however, understand that information contained in official records (police reports, information from TIME System. etc.) cannot be released to the general public. Any requests for this information should be referred to Administrative Services as an Open Records Request.
- C. No official police report or record will be shared with anyone outside of UWWPD unless it is approved by an On-Duty or On-Call Supervisor. Administrative Services or Supervisors will normally send reports to the proper departments outside of UWWPD.

# UW Whitewater Police

- D. All employees will sign a Confidentiality Agreement and be provided a copy upon hire at UWWPD. A copy of this agreement is attached to this GO (see Attachment A below).

# UW Whitewater Police

Attachment A.

## CONFIDENTIALITY AGREEMENT

I, \_\_\_\_\_, have accepted a position at the University of Wisconsin – Whitewater Police Department (UWWPD). As a condition of my employment at UWWPD, I understand and agree with the following provisions that implement the requirements of the Confidential Information Policy to which I am bound as a UWWPD employee:

1. I understand that in performing the duties for which I have been hired I may see and have access to confidential, sensitive and/or private information (hereafter “confidential information”). For purposes of this Agreement, “confidential information” means any fact, matter, document, or file in any form (oral, hard copy, or electronic), disclosed to me or known by me as a consequence of my employment and not generally known outside UWWPD.
2. During my employment and after my employment is terminated, I will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of UWWPD, any confidential information, in any form, except to the extent such disclosure, discussion or sharing is authorized by the Chief/Director of UWWPD or appropriate designee.
3. I will not use confidential information for my own personal purposes.
4. I will not copy or remove from UWWPD materials containing confidential information, except to the extent that I am given permission to do so by the Chief/Director of UWWPD or appropriate designee.
5. I will not look at, examine, or retrieve any document, file, or database, except those to which I am authorized to access and which are necessary for me to access in order to perform my job duties.
6. I will not discuss or share with any unauthorized person, group or department, inside or outside of UWWPD, any conclusions that I or others draw from confidential information, if discussing or sharing those conclusions would reveal any confidential information.
7. If I am ever uncertain whether a particular fact, matter, document, or file is covered by this agreement, I will resolve all uncertainties in favor of preserving the confidentiality of that information, and I will seek clarification from my supervisor before engaging in any conduct that could jeopardize the confidentiality of the information.
8. If I become aware that a breach of confidentiality has occurred due to my own or others’ acts or omissions, I will immediately notify my supervisor.
9. I understand that as a UWWPD employee, I am bound by all applicable University of Wisconsin System, University of Wisconsin-Whitewater and UWWPD policies as they now exist and as they may from time to time be amended. For full time and Limited Term Employees this includes University of Wisconsin System Work Rules, I. Work Performance, C. Unauthorized disclosure of confidential information or records. For Student Workers this is in the Student Employment Handbook, Prohibited Conduct, Unauthorized disclosure of confidential information or records.
10. Upon termination of my assignment or as requested by my supervisor, I will return all material containing confidential information to my supervisor or his/her designee.
11. I understand that any violation of the terms of this agreement may subject me to disciplinary action, up to and including termination of my employment. In addition, I understand that UWWPD reserves the right to take further action including referral to the appropriate internal or law

# UW Whitewater Police

enforcement authorities for investigation, adjudication, or prosecution.

By signing and dating this agreement in the spaces below, I certify that I have read and understood this agreement in its entirety, and that I agree to be bound by its terms both during my employment and after I leave my position at UWWPD.

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_