

## INFORMATION SHARING AGREEMENT

This INFORMATION SHARING AGREEMENT ("Agreement") dated June 13, 2017 (the "Effective Date") is between:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 63 (SAANICH)

("School District")

AND:

THE SAANICH TEACHERS' ASSOCIATION

("Union")

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### BACKGROUND

- A. The School District is a board of education as defined in the *School Act*.
- B. The Union is a trade union and certified bargaining agent for the teachers employed by the School District.
- C. The Parties are bound by a collective agreement ("**Collective Agreement**") that contains provisions applicable to the School District regarding class size and composition ("**Class Size and Composition Provisions**").
- D. The Parties are governed by a Memorandum of Agreement (the "**MOA**") between the British Columbia Public School Employers' Association ("BCPSEA"), the British Columbia Ministry of Education, the British Columbia Public Sector Employers' Council and the British Columbia Teachers' Federation ("BCTF") that requires the School District to make best efforts to achieve full compliance with the Class Size and Composition Provisions for the commencement of the 2017/2018 school year and thereafter (the "**Best Efforts Clause**").
- E. The Union requires access to certain data for the purposes of assessing the School District's compliance with the Class Size and Composition Provisions and the Best Efforts Clause (the "**Purpose**").
- F. The Parties have entered into this Agreement to confirm their arrangements regarding the sharing of certain data and to ensure compliance with, as applicable, the *Freedom of Information and Protection of Privacy Act* ("**FIPPA**") and the *Personal Information Protection Act* ("**PIPA**"), and regulations thereto (collectively the "**Applicable Privacy Statutes**").

THE PARTIES AGREE AS FOLLOWS:

### Purpose and Scope

1. This Agreement governs the disclosure of certain data between the School District and the Union for the Purpose, and includes measures to ensure the security and protection of any data that comprises Personal Information of students of the School District or from which such student Personal Information may be discovered or inferred. For the purposes of this Agreement "Personal Information" has the meaning set out in the Applicable Privacy Statutes.
2. This Agreement does not limit or affect the sharing of information between the School District and its employees for the purposes of delivering educational services to students, and is without prejudice or precedent to the sharing of similar information pursuant to other agreements and understandings between the Parties, including access to information provisions in the Collective Agreement.

### Access to Information

3. To the extent reasonably required for the Purpose, the School District agrees to provide the Union with the following de-identified data (the "**Protected Data**") in accordance with the provisions of this Agreement:
  - a. The number of students in each class at each school within the district that are:
    - i. the subject of an Individual Education Plan, or
    - ii. designated as a "high incidence" or "low incidence" by the British Columbia Ministry of Education, or
    - iii. the subject of a Ministry of Education special education designation and the specific Ministry of Education designation code that is applicable to each student.
4. In no case, will the Protected Data provided to the Union under this Agreement include the names or other identifiers of any individual student. Any data that comprises student Personal Information, or may reasonably be used to infer or discover student Personal Information (when taken alone or when combined with other available information) will constitute Protected Data.
5. Where the Protected Data is requested by the Union to fulfill the Purpose, it will be provided to the Union within a reasonable time frame. If the School District discovers that it provided the Union with incorrect, incomplete or inaccurate Protected Data, then it will provide the corrected Protected Data as soon as reasonably possible.
6. The Protected Data will be provided in an encrypted electronic user friendly format, unless the Union requests paper copies.

### Protection of Privacy

7. The Parties acknowledge and agree that each owes statutory duties with respect to the collection, use, disclosure, access, storage and disposal of all Personal Information within its custody and control pursuant to the Applicable Privacy Statutes.
8. Without limiting the Parties' ability to rely on any other authority that may exist, the authority for the collection, use and disclosure of the Protected Data for the Purpose exists under the Applicable Privacy Laws as follows:
  - a. The School District is authorized to disclose the Protected Data to the Union in accordance with section 33.1(c) of FIPPA, which authorizes the disclosure of Personal Information where such disclosure is authorized or required by an enactment of British Columbia;
  - b. The School District is authorized to disclose the Protected Data to the Union in accordance with section 33.1(d) of FIPPA, which authorizes disclosure of Personal information under a provision of a written agreement made under an enactment of British Columbia;
  - c. The School District is authorized to disclose the Protected Data to the Union in accordance with section 33.2(a) of FIPPA, which permits such disclosure for a purpose that is consistent with the purpose for which the Data was obtained.
  - d. The Union's collection of the Protected Data is authorized by section 12(1)(h) of the PIPA which permits it to collect such information as authorized or required by law.
  - e. The Union is authorized to use the Protected Data for the purposes described in this Agreement in accordance with section 15(1)(h) of PIPA.

Notwithstanding the foregoing, each Party is responsible for ensuring and satisfying itself that it has appropriate legal authority to collect, use and disclose the Protected Data in accordance with the Applicable Privacy Statutes.

9. The Parties agree to work cooperatively together to ensure that the information sharing activities contemplated within this Agreement comply with the provisions of Applicable Privacy Statutes, the *Labour Relations Code* and the Collective Agreement.
10. Without limiting section 9 above, the Union will:
  - a. maintain the security and confidentiality of the Protected Data, including by ensuring that all electronic copies of the Protected Data in its possession are encrypted;

- b. use the Protected Data only for the Purpose;
- c. refrain from using the Protected Data to identify or contact any individual student or their parents or guardians;
- d. destroy any Protected Data received pursuant to this Agreement at the end of each school year or, if the Protected Data is required by the Union after the end of the school year, then destroy such information at the earliest possible time that it is no longer needed for the Purpose;
- e. if it provides access to the Protected Data to its employees or representatives or the employees or representatives of the BCTF ("**Authorized Personnel**"), limit access to the Protected Data to those with a need to know such information for the Purpose;
- f. ensure that any Authorized Personnel who are provided with access to the Protected Data first undertake and agree to collect, use and disclose the Protected Data in compliance with section 9 and this section 10;
- g. ensure that the Protected Data is not stored in, or accessed from, any location outside of Canada; and
- h. comply with all additional requirements of PIPA for the collection, use, disclosure, access, storage and disposal of the Protected Data.


#### **Term of Agreement and Related Matters**

11. This Agreement comes into effect on the Effective Date and shall remain in effect until the School District and the Union have concluded a new collective agreement, after which it will be reviewed.
12. To the extent that the Union retains any Protected Data under this Agreement, the Union's obligations under section 9 and 10 of this Agreement shall continue beyond the termination or expiry of this Agreement.
13. This Agreement may not be amended or modified except by signed written agreement of the Parties.


14. In the event of any change to the Applicable Privacy Statutes or other applicable laws affecting the Parties' obligations under this Agreement, the Parties agree to review this Agreement and negotiate in good faith any amendments as may be prudent or necessary in response to such changes in the law.

Signed this 13th day of June 2017.

School District No. 63 (Saanich  
*per:*

  
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Jonathan Wittig

Saanich Teachers' Association  
*per:*

  
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