DATA AND INFORMATION SHARING AGREEMENT

BETWEEN:

KINOOMAADZIWIN EDUCATION BODY on behalf of the Anishinabek First Nations (the "Kinoomaadziwin Education Body")

and –

HER MAJESTY THE QUEEN in RIGHT OF ONTARIO as represented by the Minister of Education ("Ontario")

(Collectively "the Parties")

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- WHEREAS the Anishinabek First Nations, the Kinoomaadziwin Education Body, and Ontario have entered into a Master Education Agreement to support Anishinabek student success and well-being in the Anishinabek Education System and Provincially-Funded Education System;
- 2. **AND WHEREAS** the Anishinabek First Nations and the Kinoomaadziwin Education Body collect information in relation to the Anishinabek Education System;
- 3. **AND WHEREAS** Ontario collects information in relation to the Provincially-Funded Education System;
- 4. **AND WHEREAS** the Parties will share information collected by the Parties as set out in this Agreement to further the objectives of the Master Education Agreement including research on matters related to that agreement;
- 5. **AND WHEREAS** the Parties wish to ensure that data and information related to Anishinabek students is managed in a manner that meets applicable laws and standards regarding personal privacy and any disclosure or sharing of Personal Information is done with informed consent;
- 6. **AND WHEREAS** Anishinabek First Nations wish to ensure that data and information is managed in manner that meets the First Nations' expectations and interpretation of Anishinabek First Nations' ownership, control, access and possession of Anishinabek First Nations' data and information;
- 7. **AND WHEREAS** the Parties have agreed to undertake research and evaluation of Anishinabek student success and well-being;
- 8. **AND WHEREAS** this Agreement will address intellectual property, ownership, reproduction, evaluation, and publication of data and information;
 - **NOW, THEREFORE** in consideration of the mutual covenants contained in this Agreement, and subject to the terms and conditions set out in this Agreement, the Kinoomaadziwin Education Body and Ontario covenant and agree as follows:

ARTICLE 1: APPENDICES, SCHEDULES, DEFINITIONS, AND INTERPRETATION

Appendices and Schedules

1.1 The following appendices and schedules are attached to and form part of this Agreement:

Appendix 1:

Information Sharing with Third Parties

Appendix 2:

Consent Form

Appendix 3:

Withdrawal of Consent Form

Schedule A:

Aggregate-Level Data about Anishinabek Students

Attending Provincially-Funded Schools

Schedule B:

Depersonalized Data about Anishinabek Students

Attending Provincially-Funded Schools

Schedule C:

Early Childhood Service Data

Definitions

1.2 The definitions in the Master Education Agreement apply to this Agreement, unless otherwise specified. In this Agreement including the recitals above, the following words will have the following meanings:

"Agreement" means this Data and Information Sharing Agreement;

"Aggregate-level Data" means a record containing Depersonalized Data that combines individuals' records by a category or indicator, to provide the total of the individual records;

"Authorized Users" means employees in the Kinoomaadziwin Education Body data and information department and in the Ministry of Education, Education and Statistics Analysis Branch.

"Depersonalized Data" means a discrete individual record that is stripped of individual names and other personal identifiers;

"Derivable Personal Information" means information that could potentially identify an individual, due to a subset of observations, through a process of elimination, or otherwise;

"Effective Date" means April 1, 2018;

"FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C. F.31;

"Information" means all information identified in the Schedules to this Agreement including all database elements and calculations, sources of data, definitions, and methodologies that are described in the Schedules;

"Integrated Data Set" means Information sourced from both Parties and combined to form a data set as detailed in Article 8;

"Intellectual Property" means any intangible property right resulting from intellectual activity in the industrial, scientific, literary, or artistic fields, including any right relating to patents, copyrights, trademarks, or industrial designs;

"Master Education Agreement" means the agreement entered into by the Anishinabek First Nations, Kinoomaadziwin Education Body, and Her Majesty the Queen in right of Ontario effective April 1, 2018;

"**OEN**" means Ontario Education Number, as described in sections 266.1 to 266.5 of the *Education Act*;

"Personal Information" has the same definition as in subsection 2(1) of FIPPA, and includes Derivable Personal Information:

"Report" means the final version of any written material, in any format and on any media, including print, electronic and digital based on or containing the Information.

"Third Parties" means a party that is not a Party to this Agreement, an Authorized User, or an Anishinabek First Nation.

<u>Interpretation</u>

- 1.3 In this Agreement,
 - (a) headings or subheadings are for convenience only, and do not form a part of this Agreement, and in no way define, limit, alter, or enlarge the scope or meaning of any provision;
 - (b) a reference to a law includes any portion of that law and every amendment to it, every regulation or any portion of the regulation, and any order made under it and any law enacted in substitution, or in replacement of it;
 - (c) any reference to a directive includes any portion of that directive, every amendment to it or any replacement of it;
 - (d) unless otherwise clear from the context, wherever the singular is used, it will include the plural, and the use of the plural includes the singular;
 - (e) unless otherwise clear from the context, the use of the word "including" means "including, but not limited to", and the use of the word "includes" means "includes, but is not limited to";

- (f) unless otherwise clear from the context, a reference to an Article, section, subsection, Appendix, or Schedule refers to an Article, section, subsection, Appendix, or Schedule of this Agreement;
- (g) the word "or" is used in its inclusive sense, such that, depending on the context, it could mean A or B, it could also mean A as well as B but not C, and it could also mean A as well as B as well as C, and the word "and" is used in its joint sense meaning A and B and C but not any alone;
- (h) the word "will" denotes an intention that, unless this Agreement provides to the contrary, will be carried out as soon as practicable once the relevant time becomes of the essence and "may" is permissive; and
- (i) unless otherwise clear from the context, a reference to a specific program, service, support, or similar document or activity includes any program, service, support, document or activity established in substitution or in replacement of it.

ARTICLE 2: PURPOSE

2.1 The purpose of this Agreement is to describe what Information will be shared by the Parties, the process for sharing that Information, and the management, storage, access and use of that Information.

ARTICLE 3: TERM

- 3.1 This Agreement will commence on Effective Date.
- 3.2 If the Master Education Agreement between the Anishinabek First Nations, Kinoomaadziwin Education Body, and Ontario is terminated pursuant to the provisions of that agreement, the Parties will meet to discuss the impact on this Agreement as set out in section 12 of Schedule B of the Master Education Agreement.

ARTICLE 4: AUTHORITY, CONSENTS AND COLLECTION

Anishinabek First Nations Authority

4.1 Anishinabek First Nations and the Kinoomaadziwin Education Body have the authority to collect, store and use information under Anishinabek First Nations Education legislation.

Ontario Authority

4.2 Ontario has authority under the *Education Act* to collect information from School Boards and to store and use it for specific purposes.

4.3 Under FIPPA Ontario may disclose Personal Information where the person to whom the information relates has consented to its disclosure.

Consents

- 4.4 The Kinoomaadziwin Education Body will ensure that each Anishinabek First Nation will secure written consents, using the form attached to this Agreement as Appendix 2, from parents and caregivers for its students who are under the age of 16 or from students who are 16 and over:
 - (a) residing on reserve; and,
 - (b) residing off reserve,

to collect and share Personal Information with Ontario, and for Ontario to share Personal Information with the Kinoomaadziwin Education Body and with the Anishinabek First Nations.

- 4.5 In the event an individual wishes to withdraw consent collected in accordance with section 4.4, the Kinoomaadziwin Education Body will ensure that the relevant Anishinabek First Nation provide the individual with the Withdrawal of Consent Form attached to this Agreement as Appendix 3 for completion.
- 4.6 The Kinoomaadziwin Education Body will ensure that each Anishinabek First Nation will keep the signed Consent Forms and Withdrawal of Consent Forms on file for a period of five years after students graduate or leave the Anishinabek Education System or the Provincially-Funded Education System, and the Kinoomaadziwin Education Body will make those records available to Ontario upon request by an Ontario Authorized User.

ARTICLE 5: CONFIDENTIALITY AND DATA SECURITY

5.1 The Parties will protect the Information by putting in place security arrangements, including all necessary administrative, technical and physical safeguards, to ensure the confidentiality and security of the Information against such risks as unauthorized access, use or disclosure.

ARTICLE 6: AUTHORIZED USERS

- 6.1 To the extent permitted by law, the Parties will limit access to the Information in Schedules A and B to Authorized Users.
- 6.2 Each Party will ensure the obligations set out in this Agreement are adhered to by its Authorized Users. The Parties will require that Authorized Users attest to the fact that they have read this Agreement and will abide by its terms.
- 6.3 Individuals within the Kinoomaadziwin Education Body and Ontario may make requests for Reports from the Authorized Users in their respective organization

for the purpose of a use set out in section 9.1. A Party will notify the other Party whenever an Authorized User provides a Report in accordance with this section 6.3, and will provide the other Party with a copy of the Report and a statement on the intended use.

Where one Party requests a Report based on Information held by the other Party, requests and access will be through the Authorized Users of both Parties.

ARTICLE 7: PROCESS FOR SHARING INFORMATION BETWEEN THE PARTIES

Ongoing Sharing

- 7.1 Schedules A and B describe the ongoing sharing of Information between the Parties and include the following:
 - (a) the Information to be shared;
 - (b) the variables and methodology for calculating the agreed upon indicators in Schedule A;
 - (c) the source of the Information;
 - (d) the timing for sharing Information; and
 - (e) the process for sharing the Information.

Research and Evaluation

7.2 Upon request by an Ontario Authorized User, the Kinoomaadziwin Education Body will disclose information to Ontario, outside of the process and at times other than those set out in the schedules to the Agreement for the purpose of research and evaluation as set out in Part 9 of the Master Education Agreement.

Early Childhood Service Data

- 7.3 Schedule C describes the sharing of early childhood service data between the Parties and includes:
 - (a) the early childhood service data to be shared;
 - (b) the source of the early childhood service data; and
 - (c) the timing for sharing the early childhood service data.

ARTICLE 8: INTEGRATED DATA SET

8.1 The Parties will establish an Integrated Data Set in accordance with this Article 8.

- 8.2 The Parties will collect the types of Information, including indicators, identified in Schedules A and B for the purpose of future integration of data sets. The Parties acknowledge the importance of, and are committed to, collecting consistent data and using consistent methodologies to calculate indicators.
- 8.3 The Parties will develop a schedule to describe the Integrated Data Set which will be added to the Agreement by way of an amendment and will include the following information:
 - (a) the Information to be shared;
 - (b) the timing and process for sharing Information;
 - (c) the process of integrating the Information;
 - (d) where the Integrated Data Set will be stored;
 - (e) security measures that will apply to the Integrated Data Set; and
 - (f) authorized uses and users of the Integrated Data Set.

ARTICLE 9: USE AND DISCLOSURE OF INFORMATION

Use of Information

- 9.1 To further the objectives of the Master Education Agreement, the Parties will only use the Information for the following purposes:
 - (a) to support Anishinabek student success and well-being;
 - (b) to support continuous improvement in education effectiveness;
 - (c) to inform ongoing system and school level planning;
 - (d) to inform priorities for professional learning;
 - to prepare public Reports in accordance with the Master Education Agreement and this Agreement;
 - (f) to support research as described in Part 9 of the Master Education Agreement;
 - (g) to support evaluation and monitoring activities as described in Part 10 of the Master Education Agreement;
 - (h) to inform the development of the Multi-Year Action Plan and the Transfer Payment Agreement as described in Parts 10 and 11 of the Master Education Agreement;
 - (i) to meet Kinoomaadziwin Education Body federal reporting requirements under the Master Education Agreement;
 - (j) to support activities under the Multi-Year Action Plan; and
 - (k) other purposes agreed to in writing by the Joint Master Education Agreement Committee or by the Parties.

- 9.2 The Kinoomaadziwin Education Body acknowledges that Ontario is bound by FIPPA.
- 9.3 Ontario acknowledges that the Kinoomaadziwin Education Body and the Anishinabek First Nations are bound by Anishinabek Nation laws in relation to privacy and protection of confidentiality and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5.
- 9.4 Neither Party is required to disclose information that is required to be withheld under law or a privilege at law.

ARTICLE 10: INFORMATION SHARING WITH THIRD PARTIES

- 10.1 The Parties may agree to share Aggregate-level Data sourced from the Information with Third Parties in accordance with Appendix 1.
- 10.2 Any sharing of Aggregate-level Data sourced from Information is subject to the Master Education Agreement and this Agreement.
- 10.3 The Parties will not share Personal Information with Third Parties.

ARTICLE 11: INFORMATION SHARING WITH ANISHINABEK FIRST NATIONS

- 11.1 The Kinoomaadziwin Education Body may disclose the Depersonalized Data identified in Schedule B to Anishinabek First Nations when the following conditions are met:
 - (a) The Information relates to individuals who have consented to the First Nation accessing their Personal Information; and
 - (b) The Kinoomaadziwin Education Body has obtained written assurance from the requesting Anishinabek First Nation that it will:
 - 1. use the Information only for purposes consistent with those identified in section 9.1 of this Agreement;
 - ensure that any public Report by the Anishinabek First Nation does not contain any Personal Information, including Derivable Personal Information. To that end the Anishinabek First Nation will suppress any small cell counts representing fewer than ten (10) individuals; and,
 - 3. ensure any public Report complies with the requirements outlined in the Master Education Agreement.

11.2 The Kinoomaadziwin Education Body may share Aggregate-level Data identified in Schedule A with Anishinabek First Nations.

ARTICLE 12: INTELLECTUAL PROPERTY RIGHTS AND REPORTS

- 12.1 All Ontario Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by Ontario to Kinoomaadziwin Education Body will remain the sole property of Her Majesty the Queen in right of Ontario at all times.
- 12.2 All Kinoomaadziwin Education Body Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Kinoomaadziwin Education Body to Ontario will remain the sole property of the Kinoomaadziwin Education Body at all times.
- 12.3 Neither Party will exercise the Intellectual Property rights referred to in sections 12.1 and 12.2 in a manner that would interfere with the other Party's rights or obligations under this Agreement.
- 12.4 In the event the Parties produce a work of joint authorship based on the Information, the Parties will own the Intellectual Property rights to the joint work in equal shares. Each Party will obtain consent from the other Party prior to publishing or modifying the joint work.
- 12.5 In the event a Party independently produces a Report, the other Party will not own any Intellectual Property rights in the Report other than the rights in the Information reserved by the Parties in sections 12.1 and 12.2.
- 12.6 At least thirty (30) days prior to publication of any Report by a Party, the Party will provide Notice of its intention to publish the Report and a copy of the Report to the other Party. In the event a Party raises concerns about the contents of a Report intended for publication and the Parties cannot agree on a way to address the concerns, the process set out in Article 16 will commence.
- 12.7 For certainty, the Parties will ensure that any Report and related data analysis based on the Information provided to any Third Party or published by the Parties does not contain any Personal Information, including Derivable Personal Information. To that end the Parties will suppress any small cell counts representing fewer than ten (10) individuals.
- 12.8 Each Party will acknowledge that it has used data provided by the other Party in every Report prepared and will indicate that the views expressed in the Report do not necessarily reflect those of the other Party, unless otherwise agreed to by the Parties.

ARTICLE 13: REVIEW AND AMENDMENTS

- 13.1 The Joint Master Education Agreement Committee will meet regularly to review the Parties' respective data collections and to consider adding new data sets to Schedule A, Schedule B, and Schedule C.
- 13.2 This Agreement may only be amended by written agreement of the Parties except that amendments to the Schedules may be made by the Joint Master Education Agreement Committee.

ARTICLE 14: TERMINATION

14.1 This Agreement may be terminated in accordance with the Master Education Agreement.

ARTICLE 15: COMPLAINTS AND BREACHES

- 15.1 Each Party will notify the other Party of any unauthorized disclosure or use of the Information and will furnish the other Party with full details of the unauthorized disclosure or use of the Information immediately upon a Party becoming aware of such a breach. In addition, each Party will notify the other Party of any breach of security measures that might violate the confidentiality of the Information immediately upon a Party becoming aware of such a breach.
- 15.2 In the event of an occurrence described in section 15.1, the Party responsible for the security of the Information will promptly:
 - (a) take steps to contain or limit any privacy breach;
 - (b) notify any individuals whose Personal Information was wrongly used or disclosed;
 - (c) investigate the cause of the occurrence; and
 - (d) take steps to prevent recurrence of the occurrence.
- 15.3 The Parties are each responsible for the actions of their own employees, agents, and contractors with respect to the collection, disclosure, use, retention and disposal of the Information, whether or not these persons are or were acting within the scope of their employment, agency or contract.
- 15.4 Provided that the Parties have complied with the provisions of this Article 15 and taken reasonable care to comply with the applicable legislation, the Parties will not assume liability for damages suffered by the other Party resulting from an unauthorized use or disclosure of the Information.
- 15.5 The Parties will, separately or jointly, on a periodic and agreed upon basis and format, conduct an audit of compliance with this Agreement.

15.6 In the event of a complaint to the Information and Privacy Commissioner concerning the Information, to the extent possible the Parties will cooperate in responding to the complaint.

ARTICLE 16: DISPUTE RESOLUTION

16.1 Any disputes between the Parties in relation to this Agreement will be subject to the process in Part 14 of the Master Education Agreement.

ARTICLE 17: DESTRUCTION OF INFORMATION

17.1 The Parties will securely destroy the Information in the case of Ontario in accordance with FIPPA and the *Archives and Recordkeeping Act, 2006*, S.O. 2006, c. 34, Sched. A, and in the case of the Kinoomaadziwin Education Body with the First Nation laws in relation to privacy and protection of confidentiality and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5.

ARTICLE 18: NOTICE

18.1 Notices under this Agreement ("Notices") will be in writing and will be delivered personally or by pre-paid courier, or sent by email, facsimile, registered mail, or postage pre-paid and addressed to the other party as provided below or as either party will later designate to the other in writing.

To Ontario:

Ministry of Education

Attn: Director, Education Statistics

and Analysis Branch

777 Bay Street, 4th Floor, Suite 422

Toronto, ON, M5G 2E5 Phone: 416-325-8159

Email: Eric.Ward@Ontario.ca

To the Anishinabek First Nations and the Kinoomaadziwin

Education Body:

Kinoomaadziwin Education Body

Attn: Director of Education 36 Semo Road Garden Village

ON P2B 3K2

Phone: 705-753-0009 Fax: 705-753-5550

Email: Kelly.Crawford@a-e-s.ca

- 18.2 All Notices will be effective:
 - (a) at the time the delivery is made if the Notice is delivered personally, by pre-paid courier, by email or by facsimile; or
 - (b) three (3) days after the day the Notice was deposited in the mail if the Notice is sent by registered or postage prepaid mail, unless the day the Notice is effective falls on a day when Ontario or the Kinoomaadziwin Education Body is normally closed for business, in which case the Notice will not be effective until the next day that is a day when Ontario or the Kinoomaadziwin Education Body is normally open for business.

ARTICLE 19: GENERAL

- 19.1 This Agreement is not a treaty within the meaning of section 35 of the Constitution Act, 1982. Nothing in this Agreement will be construed so as to abrogate or derogate from the aboriginal or treaty rights of the aboriginal peoples of Canada recognized and affirmed by section 35 of the Constitution Act, 1982. For greater certainty, nothing in this Agreement will determine or define any aboriginal or treaty rights of the Anishinabek First Nations.
- 19.2 This Agreement does not prejudice the ability of the Anishinabek First Nations and Ontario to enter into negotiations in the future, including negotiations relating to aboriginal rights, treaty rights or education, should they agree to do so. Nothing in this Agreement affects the eligibility of the Anishinabek First Nations, their members or the Kinoomaadziwin Education Body to participate in and benefit from any provincial programs or services in accordance with the criteria established for such programs or services.
- 19.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 19.4 This Agreement is governed by the laws in force in the Province of Ontario.
- 19.5 A provision of this Agreement or the performance by a Party of an obligation under this Agreement may not be waived unless the waiver is in writing and signed by the Party giving the waiver.
- 19.6 Unless otherwise agreed in writing, this Agreement may not be assigned, either in whole or in part.
- 19.7 This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- 19.8 If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision will be severed from this Agreement to the extent of the invalidity or unenforceability and the remainder of this Agreement will remain valid and enforceable. The Parties will make reasonable efforts to agree on an amendment to remedy or replace the invalid or unenforceable provision. Neither Party will have a claim or a cause of action in the event any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable.
- 19.9 This Agreement and any amendment may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts are to be construed together and constitute one and the same document.

19.10 The following Articles and sections, and all applicable cross-references, Appendices and Schedules, will continue in full force and effect from the date of termination of the Agreement: Articles 1, 2, 4, and 5, sections 6.1 and 6.2, Articles 9 and 10, Articles 11, 12, 15, and 17, and sections 19.1, 19.2, 19.4, 19.5, 19.6, 19.7, 19.8 and 19.10.

IN WITNESS WHEREOF the parties have made this Agreement.

Her Majesty the Queen in right of Ontario as represented by Minister of Education
Signature:
Name: Denise Dwyer Title: Assistant Deputy Minister Indigenous Education and Well-Being Division
Date of Signature:
Signature:
Name: Richard Franz Title: Assistant Deputy Minister System Planning, Research and Innovation Division
Date of Signature: April 12/2018
Signature: April 13 / 2018
Name: Shannon Fuller Title: Assistant Deputy Minister Early Years and Child Care Division
Date of Signature:
The Kinoomaadziwin Education Body
Signature: Klumfurf
Kelly Crawford Title: Director of Education
Date of Signature: April 19, 2018

APPENDIX 1: Information Sharing with Third Parties

The process for sharing Aggregate-level Data sourced from the Information with Third Parties is as follows:

- 1. A Third Party must make a request for Aggregate-level Data (template to be drafted).
- 2. The Joint Master Education Agreement Committee will review and make a decision on the request authorizing the Third Party to access Aggregate-level Data.
- 3. If the decision is to refuse access, the Joint Master Education Agreement Committee will advise the Third-Party of this decision in writing.
- 4. If the decision is to allow access:
 - a. the Joint Master Education Agreement Committee will agree on the process for disclosure and draft an authorization which will define the scope of the authorized use of the Aggregate-level Data.
 - b. The Authorized User of the relevant Party will prepare the Aggregate-level Data and will notify the Authorized User of the other Party.
 - c. Where there may be Derivable Personal Information in the Aggregate-level Data:
 - i. the Authorized Users will suppress any small cell counts representing fewer than 10 individuals;
 - ii. the Joint Master Education Agreement Committee may agree to undertake a privacy impact and risk assessment; and
 - iii. the Parties will enter into an information sharing agreement with the Third Party that will include provisions to extend the privacy and confidentiality requirements of this Agreement to the Third Party.

APPENDIX 2: Consent Form

1. Collection, Use, Disclosure of Personal Information

I hereby provide consent to the Ontario Ministry of Education disclosing to the Kinoomaadziwin Education Body and to the First Nation, of which my child is a member, personal information about my child, including all of my child's school records which are in the Ontario School Information System (OnSIS), including: age, gender, attendance; report card and course marks; achievements such as EQAO assessment results, credit accumulation and diploma; programs/services provided such as special education, including exceptionalities and placement information; and, if required, access to the entire Ministry of Education dataset for my child.

I understand that this information sharing is for purposes of:

- i) planning or delivering education programs or services;
- ii) activities to improve or maintain the quality of education programs or services;
- iii) education research and statistical activities that will support student success and well-being.

I understand that the First Nation, the Kinoomaadziwin Education Body and the Ontario Ministry of Education will maintain and protect the confidentiality of this personal information.

Signature of Parent/Legal Guardian Date

I hereby provide consent to the Ontario Ministry of Education disclosing to the Kinoomaadziwin Education Body and to the First Nation, of which I am a member, my personal information, including all of my school records which are in the Ontario School Information System (OnSIS), including: age, gender, attendance; report card and course marks; achievements such as EQAO assessment results, credit accumulation and diploma; programs/services provided such as special education, including exceptionalities and placement information; and, if required, access to the entire Ministry of Education dataset for me.

I understand that this information sharing is for purposes of:

- i) planning or delivering education programs or services;
- ii) activities to improve or maintain the quality of education programs or services;
- iii) education research and statistical activities that will support student success and well-being.

I understand that the First Nation, the Kinoomaadziwin Education Body and the Ontario Ministry of Education will maintain and protect the confidentiality of this personal information.

	_
Signature of Student (if 16 years or older)	
Date:	

2. Collection, Use, Disclosure of Personal Information to the Ministry of Education

I provide consent to the First Nation to disclose to the Ontario Ministry of Education, the following information: my child's name, date of birth, gender, and Ontario Education Number.

I understand that this required to allow information sharing between the Anishinabek Education System and the Ministry of Education that will support:

- i) planning or delivering education programs or services;
- ii) activities to improve or maintain the quality of education programs or services;
- iii) education research and statistical activities that will support student success and well-being.

I understand that the First Nation, the Kinoomaadziwin Education Body and the Ontario Ministry of Education will maintain and protect the confidentiality of this personal information.

Signature of Parent/Legal Guardian
Date:

I provide consent to the First Nation to disclose to the Ontario Ministry of Education, the following information: my name, date of birth, gender, and Ontario Education Number.

I understand that this required to allow information sharing between the Anishinabek Education System and the Ministry of Education that will support:

- i) planning or delivering education programs or services;
- ii) activities to improve or maintain the quality of education programs or services;
- iii) education research and statistical activities that will support student success and well-being.

I understand that the First Nation, the Kinoomaadziwin Education Body and the Ontario Ministry of Education will maintain and protect the confidentiality of this personal information.

Signature of Student (if 16 years or older)	
Date:	

APPENDIX 3: Withdrawal of Consent Form

1. Collection, Use, Disclosure of Personal Information

I withdraw consent to the Ontario Ministry of Education disclosing to the Kinoomaadziwin Education Body and to the First Nation, of which my child is a member, personal information about my child. I understand that this withdrawal of consent does not have retroactive effect nor does it affect the uses and disclosures of personal information collected by the Ontario Ministry of Education where the uses and disclosures are permitted or required by law without consent.

Signature of Parent/Legal Guardian	**
Date:	

I withdraw consent to the Ontario Ministry of Education disclosing to the Kinoomaadziwin Education Body and to the First Nation, of which I am a member, personal information about me. I understand that this withdrawal of consent does not have retroactive effect nor does it affect the uses and disclosures of personal information collected by the Ontario Ministry of Education where the uses and disclosures are permitted or required by law without consent.

Signature of Student (if 16 years or older)	
Date:	

2. Collection, Use, Disclosure of Personal Information to the Ministry of Education

I withdraw consent to the First Nation to disclose to the Ontario Ministry of Education, the following information: my child's name, date of birth, gender, and Ontario Education Number. I understand that this withdrawal of consent does not have retroactive effect nor does it affect the uses and disclosures of personal information collected by the First Nation where the uses and disclosures are permitted or required by law without consent.

Signature of Parent/Legal Guardian	
Date:	

I withdraw consent to the First Nation to disclose to the Ontario Ministry of Education, the following information: my name, date of birth, gender, and Ontario Education Number. I understand that this withdrawal of consent does not have retroactive effect nor does it affect the uses and disclosures of personal

information collected by the First Nation where the uses and disclosures are permitted or required by law without consent.
Signature of Student (if 16 years or older) Date:

SCHEDULE A: Aggregate-Level Data about Anishinabek Students Attending Provincially-Funded Schools

- 1.1 Information to be shared from the Kinoomaadziwin Education Body:
 - a. A list of Anishinabek students where consent has been provided with OEN, First and Last Names, gender, date of birth, Anishinabek First Nation affiliation, and Regional Education Council (REC) affiliation;
 - b. A list of Anishinabek students where consent has been withdrawn since the last provision of the list referred to in a., including: OEN, First and Last Names, gender, date of birth;
 - c. The list referred to in a. will be reflective of October 31, 2018 student information and will be provided to the Ontario Authorized Users by December 31, 2018. Changes to lists referred to in a. and b. will be reflective of October 31 student information and will be provided prior to December 31 of each year.
 - d. The Kinoomaadziwin Education Body will provide the Information to Ontario in Microsoft Excel file format, or in a machine readable form; and
 - e. The Kinoomaadziwin Education Body will forward to Ontario the Information in a password protected file by a secure method as agreed upon by the Parties (for example, use of a secure web portal), access to which will be limited to the authorized users; and,
 - f. The Parties may amend the information to be shared pursuant to Article 13.

1.2 Information to be shared from Ontario:

- Ontario will share information with the Kinoomaadziwin Education Body for Anishinabek students who have or are attending provincially-funded schools as set out in Table A1 below;
- Ontario will provide information on the fields and methodology required to calculate the indicators in Table A1;
- Ontario will provide the Information to the Kinoomaadziwin Education Body in Microsoft Excel file format, or in a machine readable form as agreed to by the Parties;
- d. Ontario will forward to the Kinoomaadziwin Education Body the Information in password protected files by a secure method as agreed upon by the Parties (for example, use of a secure web portal), access to which will be limited to the Authorized Users and Anishinabek First Nations upon request; and,

- e. The Parties may amend the information to be shared pursuant to Article 13.
- 1.3 The Parties may amend the priorities, timelines and level of aggregation for sharing information by agreement in writing.

Table A1: Ontario Aggregate Level Student Datasets for Anishinabek Students who have or are Attending Provincially-Funded Schools

Suppression for All Datasets	
Data will not be suppressed for values less than 10.	

Dataset Title and Data Fields Required	Timeline	Aggregation(s)
Grade 9, 10, 11 Credit Accumulation	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019 Ongoing: October- November	 All Anishinabek Students Regional Education Council First Nation
Cohort Graduates	First batch (historic data for 2011-2012 grade 9 cohort to 2012- 2013 grade 9 cohort): March-April 2019 Ongoing: October- November	All Anishinabek Students Regional Education Council First Nation

Dataset Title and Data Fields Required	Timeline	Aggregation(s)
Secondary Course Marks Distribution and Pass Rates	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019	 All Anishinabek Students Regional Education Council First Nation
Course grade	Ongoing:	
Course type	October-	
Subject	November	
Gender		
 Board residence status (i.e., flag: on education services (tuition) agreement, not on education services (tuition) agreement) 		
 Total students with course final mark 		
 Number of students by final mark range (e.g., less than 50, 50-59, 60-60, etc.) 		
 Number of students with final mark of 50 or more (pass) 		

Datase	et Title and Data Fields Required	Timeline	Aggregation(s)
Annua Readii	al Results of EQAO Assessments: Grade 3 and 6 ng, Writing, and Mathematics; Grade 9 Academic and ed Mathematics; Grade 10 OSSLT	First batch (historic data for 2012-2013 to 2016-2017	All Anishinabek Students Regional Education
Grade	3, 6, 9 file layout:	academic years):	Council
•	Academic year	March-April 2019	First Nation
•	Assessment grade	,	
•	Language	Ongoing:	
	Assessment subject (e.g., reading, writing,	October-	
	mathematics)	November	
	Board number		
	Board name		
•	Gender		
	Board residence status (i.e., flag: on education		77,74
_	services (tuition) agreement, not on education services		
	(tuition) agreement)		
•	Total of all students		
•	Total of participating students		
•	Number of students by overall level score (e.g., level 0,		
	1, 2, 3, 4, no data, and exempt)		
•	Number of students at standard (level 3 and 4)		Ĭ
Grada	10 OSSLT file layout:		
Grade	Academic year		
	Assessment grade		
•	*		
•	Language.		, in the second
•	Eligibility (i.e., first-time eligible or previously eligible) Board number		1
•			
•	Board name Gender		
•			
•	Board residence status (i.e., flag: on education services (tuition) agreement, not on education services		
	(tuition) agreement)		
•	Total of all students		
•	Total of all students Total of participating students		
•	Number of students who were successful		
•			
•	Number of students who were unsuccessful		

Dataset Title and Data Fields Required	Timeline	Aggregation(s)
Elementary and Secondary School Enrolment	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019 Ongoing: October- November	All Anishinabek Students Regional Education Council First Nation
Secondary Course Enrolment	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019 Ongoing: October- November	 All Anishinabek Students Regional Education Council First Nation
Adult Education Enrolment Academic year Board number Board name Board language Board type (e.g., public, Roman Catholic) Age (as of December 31) Gender Board residence status (i.e., flag: on education services (tuition) agreement, not on education services (tuition) agreement) Total students enrolled (headcount)	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019 Ongoing: October- November	 All Anishinabek Students Regional Education Council First Nation

Dataset Title and Data Fields Required	Timeline	Aggregation(s)
PLAR – Prior Learning Assessment and Recognition Credits	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019 Ongoing: October- November	All Anishinabek Students Regional Education Council First Nation
 Total students who earned one or more PLAR credits Elementary Attendance and Persistent Absenteeism Academic year Board number Board name Grade Gender Board residence status (i.e., flag: on education services (tuition) agreement, not on education services (tuition) agreement) Total students included Number of students with 10% of expected instructional days absent (persistently absent students) Number of students by days absent range (e.g. five or less, 6-10, 11-15, etc.) Note: For elementary student attendance, a new data collection was implemented in 2017-2018. Data for prior years is not strictly comparable to data for 2017-2018 onward. 	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019 Ongoing: October- November	All Anishinabek Students Regional Education Council First Nation
Data on secondary course attendance will be shared when it becomes available	TBD	

Dataset Title and Data Fields Required	Timeline	Aggregation(s)
Suspension and Expulsion Rates	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019 Ongoing: October- November	 All Anishinabek Students Regional Education Council First Nation

Students Receiving Special Education Programs/Services

Number of Students by Exceptionality

- Academic year
- Board number
- Board name
- Board language
- Board type (e.g., public, Roman Catholic)
- School number
- School name
- School level (e.g., elementary, secondary)
- Grade
- Gender
- Board residence status (i.e., flag: on education services (tuition) agreement, not on education services (tuition) agreement)
- Number of students by exceptionality (e.g., autism, giftedness, learning disability, blind and low vision, etc.) including non-identified students

Number of Students by Special Education Placement

- Academic year
- Board number
- Board name
- Board language
- Board type (e.g., public, Roman Catholic)
- School number
- School name
- School level (e.g., elementary, secondary)
- Grade
- Gender
- Board residence status (i.e., flag: on education services (tuition) agreement, not on education services (tuition) agreement)
- Number of students by placement (e.g., indirect support, resource assistance, full time, etc.)

Number of Students Receiving Special Education Programs/Services by Grade

- Academic year
- Board number
- Board name
- Board language
- Board type (e.g., public, Roman Catholic)
- School number
- School name
- School level (e.g., elementary, secondary)
- Grade
- Gender
- Board residence status (i.e., flag: on education services (tuition) agreement, not on education services (tuition) agreement)
- Number of students

First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019

Ongoing: October-November

- All Anishinabek Students
- Regional Education Council
- First Nation

Dataset Title and Data Fields Required	Timeline	Aggregation(s)
Early Development Instrument (EDI) Results – two datasets, for students with and without identified special needs (as indicated on EDI assessment) Academic year Board number Board name Gender Board residence status (i.e., flag: on education services (tuition) agreement, not on education services (tuition) agreement, not on education services (tuition) agreement) Total students included in EDI collection Total students with valid EDI records (i.e., valid=1) Number of students vulnerable in at least one domain Number of students vulnerable in two or more domains Demographic characteristics (e.g., first language) For each domain (i.e., physical, social, emotional, language/cognitive, communications): Number of students vulnerable in domain Number of students at risk in domain Number of students on track in domain Number of students who met some, all or none of the developmental expectations by subdomain EDI mean scores by domain	First batch (2014-2015 data): March-April 2019 Second Year (2017-2018 data): October- November 2019 Ongoing: October- November as collected on a three-year basis.	All Anishinabek Students Regional Education Council First Nation
 Early Development Instrument Section D and E Summary Academic year Board number Board name Gender Board residence status (i.e., flag: on education services (tuition) agreement, not on education services (tuition) agreement) Number of students with "yes" responses on Section D questions 1-5 Number of students with "no" response on Section D question 1 Number of students with "don't know" response on Section D question 1 Number of students for each of Section E questions 1-8 by response option 		

SCHEDULE B: Depersonalized, Elemental Level Data about Anishinabek Students Attending Provincially-Funded Schools

- 1.1 Information to be shared from the Kinoomaadziwin Education Body:
 - a. A list of Anishinabek students where consent has been provided with OEN, First and Last Names, gender, date of birth, Anishinabek First Nation affiliation, and Regional Education Council (REC) affiliation;
 - b. A list of Anishinabek students where consent has been withdrawn since the last provision of the list referred to in a., including: OEN, First and Last Names, gender, date of birth;
 - c. The list referred to in a. will be reflective of October 31, 2018 student information and will be provided to the Ontario Authorized Users by December 31, 2018. Changes to lists referred to in a. and b. will be reflective of October 31 student information and will be provided prior to December 31 of each year;
 - d. The Kinoomaadziwin Education Body will provide the Information to Ontario in Microsoft Excel file format, or in a machine readable form;
 - e. The Kinoomaadziwin Education Body will forward to Ontario the Information in a password protected file by a secure method as agreed upon by the Parties (for example, use of a secure web portal), access to which will be limited to the authorized users; and,
 - f. The Parties may amend the information to be shared pursuant to Article 13.
- 1.2 Information to be shared from the Ontario:
 - a. Ontario will share information with the Kinoomaadziwin Education Body for Anishinabek students who have or are attending provincially-funded schools as set out in Table B1 below;
 - b. Ontario will provide information on the fields and methodology required to calculate the indicators in Table B1:
 - c. Ontario will provide the Information to the Kinoomaadziwin Education Body in Microsoft Excel file format, or in a machine readable form as agreed to by the Parties;
 - d. Ontario will forward to the Kinoomaadziwin Education Body the Information in password protected files by a secure method as agreed upon by the Parties (for example, use of a secure web portal), access to which will be limited to the Authorized Users and Anishinabek First Nations upon request; and,

- e. The Parties may amend the information to be shared pursuant to Article 13.
- 1.3 The Parties may amend the priorities and timelines for sharing information by agreement in writing.

Table B1: Ontario Depersonalized, Elemental Level Student Datasets

File Format	
KEB will receive a separate password-protecte	d ZIP folder for each participating First Nation.
Data Fields Required for All Datasets	
Anonymized Unique Identifier First Nation Affiliation Board number Board name Gender Age as of December 31 Board Residence Status (i.e., flag: on education (tuition) agreement)	on services (tuition) agreement, not on education services

Dataset Title and Additional Data Fields Required	Timeline
Grade 9, 10, 11 Credit Accumulation	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019
	Ongoing: October- November
Graduation Cohort	First batch (historic data for
 Cohort year (started Grade 9) Graduation reporting year (five years later) Diploma within four years or less flag Diploma within five years or less flag Diploma in sixth year flag (where available) 	2011-2012 grade 9 cohort to 2012- 2013 grade 9 cohort): March-April 2019
 Diploma in seventh year flag (where available) Academic year when diploma was earned Age in academic year when diploma was earned 	Ongoing: October- November

Dataset Title and Additional Data Fields Required	Timeline
	First batch
Secondary Course Marks and Passing	(historic data for
Academic year	2012-2013 to
Course code	2016-2017
Course description	academic years):
Course grade	March-April 2019
Course type	
Subject	Ongoing:
Course final mark	October-
Final mark of 50 or more (pass) flag	November
	First batch
Annual Results of EQAO Assessments: Grade 3 and 6 Reading, Writing, and	(historic data for
Mathematics; Grade 9 Academic and Applied Mathematics; Grade 10 OSSLT	2012-2013 to
Grade 3, 6, 9 file layout:	2016-2017
Academic year	academic years):
Assessment grade	March-April 2019
Language	
Assessment subject (e.g., reading, writing, mathematics)	Ongoing:
Overall level score (e.g., level 0, 1, 2, 3, 4, no data, and exempt)	October-
Provincial standard (level 3 and 4) flag	November
· · · · · · · · · · · · · · · · · · ·	
Grade 10 OSSLT file layout:	
Academic year	
Language Eligibility (i.e., first time eligible or previously eligible)	
 Eligibility (i.e., first-time eligible or previously eligible) Outcome (e.g., successful or unsuccessful) 	
Outcome (e.g., successful or unsuccessful)	
Elementary and Secondary School Engalment	First batch
Elementary and Secondary School Enrolment	(historic data for
Academic year	2012-2013 to
Board language Board lan	2016-2017
Board type (e.g., public, Roman Catholic)	academic years):
School number and name	March-April 2019
School level (e.g., elementary, secondary)	
Grade	Ongoing:
	October-
	November
Secondary Course Enrolment	First batch
Academic year	(historic data for
	2012-2013 to
	2016-2017
Board type (e.g., public, Roman Catholic) Course code	academic years):
Course code Course description	March-April 2019
Course description	
Course grade	Ongoing:
Course type	October-
Subject	November
Enrolled flag	
Dropped/withdrawn flag	-

Dataset Title and Additional Data Fields Required	Timeline
Adult Education Enrolment	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019
	Ongoing: October- November
PLAR – Prior Learning Assessment and Recognition Credits	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019 Ongoing:
 Credit withdrawn/dropped flag Credit earned flag 	October- November
Elementary Attendance and Persistent Absenteeism	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019 Ongoing: October-
Secondary Course Attendance	November
 Data on secondary course attendance will be shared when it becomes available. 	TBD
Suspension and Expulsion	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019 Ongoing: October- November

Dataset Title and Additional Data Fields Required	Timeline
Students Receiving Special Education Programs/Services Academic year Board language Board type (e.g., public, Roman Catholic) School number and name School level (e.g., elementary, secondary) Grade Exceptionality (e.g., autism, giftedness, learning disability, blind and low vision, etc.) including non-identified students Placement (e.g., indirect support, resource assistance, full time, etc.)	First batch (historic data for 2012-2013 to 2016-2017 academic years): March-April 2019 Ongoing: October-November
Early Development Instrument (EDI) Results	First Year (2014-2015 data): March-April 2019 Second Year (2017-2018 data): October- November 2019 Ongoing: October- November as collected on a three-year basis.

SCHEDULE C: Early Childhood Service Data

Licensed Child Care Service Data Aggregate Level Data about Licensed Child Care Centres located on Reserve

Licensed child care data is collected through the Ministry of Education's Child Care Licensing System (CCLS) and through the annual licensed child care survey. The data are point-in-time, reflecting information in CCLS as of March 31st and information provided by licensees as of March 31st in a given year.

- 1.1 The Director of the Financial Accountability and Data Analysis Branch (FADAB) will share information with the Kinoomaadziwin Education Body set out in Table C1 below.
- 1.2 The Director of FADAB will provide the Information to the Kinoomaadziwin Education Body in a password protected Microsoft Excel file format, or in a machine readable form as agreed to by the Parties.
- 1.3 The Parties may amend the information to be shared pursuant to Article 13.

Table C1: Ministry of Education Aggregate Level Licensed Child Care Service Datasets

Suppression for All Datasets	
Data will not be suppressed for values fewer than 10, except for datasets marked with a	n asterisk (*).

Dataset Title and Data Fields Required	Timeline	Aggregation(s)
Licensed Child Care Data Number of centres in licensed child care Number of spaces in licensed child care Spaces in child care by age group Number of centres and spaces located in schools Number of centres and spaces located in communities Licensed centers closures and openings Operations survey data Response rate Summary of respondents Programs offered Hours of operation Enrolment Enrolment distribution by age group Fees Enrolment by fee subsidies* Program staff wages*	December 1, 2018 and annually thereafter	All licensed child care centres with licensee type of Band where the First Nation is participating in the MEA