



Office of the  
Saskatchewan Information  
and Privacy Commissioner

## **INVESTIGATION REPORT 201-2023; 211-2023 to 215-2023**

**Saskatoon School Division No. 13; North East School Division No. 200; Good Spirit School Division No. 204; Light of Christ Roman Catholic Separate School Division No. 16; Prairie Spirit School Division No. 206; Regina Roman Catholic Separate School Division No. 81**

**December 12, 2023**

### **Summary:**

Six school divisions proactively reported privacy breaches involving the display of students' legal names instead of their preferred names on the Edsby mobile application to the Commissioner's office. The Commissioner investigated the incident and found that for students whose legal names revealed a fact personal about them, a privacy breach had occurred as the disclosure was unauthorized. Investigations later revealed that only three out of the six school divisions had students affected by the breaches of privacy. The Commissioner assessed how these three school divisions responded to the breaches and found that the school divisions managed the privacy breaches appropriately, for the most part. The Commissioner however found that the school divisions had no written agreements governing the use, disclosure and protection of personal information in place with Edsby (the information management service provider). The Commissioner also found that the written agreements in place with Edsby did not describe the specific services provided. The Commissioner recommended that the school divisions named in this Report, as well as all school divisions in Saskatchewan using the Edsby platform promptly formalize written data protection agreements and ensure that their written agreements specifically include a description of the specific services provided by Edsby.

## **I BACKGROUND**

### **a. From the perspective of the school divisions**

- [1] This Investigation Report considers six different proactively reported privacy breaches involving six school divisions using the Edsby platform. As the breaches involve similar circumstances, I have decided to issue one Investigation Report.
- [2] On August 25, 2023, my office learned from an article published by CBC News that some Saskatchewan transgender students were “outed” to their classmates when Edsby, a technology company, experienced a technical glitch resulting in the display of students’ legal names instead of their preferred names on the Edsby online portal in several Saskatchewan school divisions.
- [3] On August 29, 2023, Saskatoon School Division No. 13 (Saskatoon Public) proactively reported some breaches of privacy to my office. Saskatoon Public informed my office that on the morning of August 24, 2023, its Chief Technology Advisor, was alerted by text message from a colleague who sent screenshots of a social media post indicating that students’ legal names were being displayed instead of their preferred name. Later that morning, a parent verbally informed a superintendent that her child’s birth name was visible in Edsby to students and to her as a parent. The superintendent and the parent exchanged screenshots which showed that the web-based version of Edsby correctly displayed the child’s preferred name while the mobile application wrongly listed their legal name.
- [4] In correspondence on September 7, 2023, Saskatoon Public’s Superintendent of Education informed my office of the Saskatchewan School Boards Association (SSBA)’s decision to represent all affected school divisions on the matter of the privacy breaches and of Saskatoon Public’s consent to being represented by SSBA. Also on September 7, 2023, the SSBA through its legal counsel notified my office that it was working with the School

Boards to understand what happened and would be providing my office with additional information on behalf of the School Boards as soon as it was available.

- [5] On September 8, 2023, a lawyer from MLT Aikins LLP (MLT Aikins), notified my office of their engagement to represent the SSBA and the school divisions on the incident.
- [6] In correspondence on September 11, 2023, my office notified Saskatoon Public that it would be undertaking a privacy breach investigation and requested the submission of a Privacy Breach Questionnaire (Questionnaire) and supporting documentation, if any.
- [7] Again, on September 11, 2023, the lawyer representing the SSBA and the school divisions (lawyer) was informed of my office's intent to commence own motion investigations of the privacy breaches by September 13, 2023, if the other affected school divisions did not proactively report the breaches.
- [8] On September 13, 2023, the lawyer proactively reported the breaches on behalf of the North East School Division No. 200 (North East), Good Spirit School Division No. 204 (Good Spirit), Light of Christ Roman Catholic Separate School Division No. 16 (Light of Christ), Prairie Spirit School Division No. 206 (Prairie Spirit), Saskatoon Public and Regina Roman Catholic Separate School Division No. 81 (Regina Catholic).
- [9] In correspondence on September 14, 2023, my office sent out notices of its investigation to the school divisions noted at paragraph [8] of this Report.
- [10] On October 11, 2023, my office received Saskatoon Public's completed Questionnaire and corresponding materials. On October 17, 2023, my office received the Questionnaires and corresponding materials of North East, Light of Christ, and Prairie Spirit. The Questionnaires for Good Spirit and Regina Catholic were received on November 6, 2023. Once all six affected school divisions had provided the requested information, my office was able to proceed with its investigation.

**b. Other background information**

- [11] Edsby is a learning management system, administered by the CoreFour company, to support K-12 teaching and learning around the world. Edsby through its digital platform provides services that include learning management, student attendance, grade management, and communications tools to facilitate interactions between educators, students and parents.
- [12] On August 24, 2023, Edsby issued a Data Vulnerability Notice citing a user data issue that affected eight customers in Saskatchewan. It stated that between August 10 and August 24, 2023, students in the affected school divisions could incorrectly see the legal first names of fellow students in class lists when connecting via the Edsby mobile application. Edsby also noted that a technical fix had been implemented to resolve the issue.
- [13] In correspondence on August 25, 2023, Edsby in its Data Vulnerability Report listed the affected school divisions it initially thought were impacted as:
- Saskatoon Public
  - Regina Public Schools (Regina Public)
  - Regina Catholic
  - Prairie Spirit
  - Good Spirit
  - North East
  - Lloydminster Public School Division (Lloydminster Public)
  - Light of Christ
- [14] Edsby also noted in its Data Vulnerability Report that a change was made to the Edsby data importer on August 10, 2023, which failed to import preferred names from MySchoolSask customers at the same time as inserting legal names into a certain internal variable used by Edsby. This resulted in the mobile application incorrectly displaying Edsby's internal variable name instead of the proper preferred name.
- [15] The lawyer, in proactively reporting the breaches to my office, clarified that Edsby's investigation later revealed that Lloydminster Public and Regina Public were not impacted. As such, six school divisions were impacted.

## II DISCUSSION OF THE ISSUES

### 1. Do I have jurisdiction to investigate this matter and is *The Local Authority Freedom of Information and Protection of Privacy Act* engaged?

[16] The school divisions are “local authorities” pursuant to subsection 2(1)(f)(viii) of *The Local Authority Freedom of Information and Protection of Privacy Act* (LA FOIP). Therefore, I find I have jurisdiction to undertake this investigation.

[17] My office’s *Guide to LA FOIP*, Chapter 6, “Protection of Privacy” (*Guide to LA FOIP*, Ch. 6) at page 39 provides that for the privacy provisions at PART IV of LA FOIP to be engaged, the information at issue must constitute “personal information” as defined by subsection 23(1) of LA FOIP. In order to qualify as personal information, the information must be: 1) about an identifiable individual; and 2) personal in nature.

[18] The *Guide to LA FOIP*, Ch. 6 at pages 39 to 41 also provides that information is about an “identifiable individual” if the individual can be identified from the information (e.g., their name is provided) or if the information, when combined with information otherwise available, could reasonably allow the individual to be identified. To be “personal in nature” means the information provides something identifiable about the individual.

[19] The school divisions advised my office that the data element at issue was the legal name of some students.

[20] Subsection 23(1)(k)(ii) of LA FOIP provides:

**23(1)** Subject to subsections (1.1) and (2), “personal information” means personal information about an identifiable individual that is recorded in any form, and includes:

...

(k) the name of the individual where:

...

(ii) the disclosure of the name itself would reveal personal information about the individual.

- [21] As per the *Guide to LA FOIP*, Ch. 6 at page 76, a name alone is not personal information unless release of the name itself would reveal personal information about the individual.
- [22] In my office's [Review Report 112-2018](#), I found that:
- [47] ...the names on the document are candidates being interviewed. By releasing the names, it would reveal that these individuals were interviewed for the position of police chief. It would also reveal whether they were the successful candidate or not as the position has now been filled. This qualifies as the personal information of these individuals pursuant to subsection 23(1)(k) of LA FOIP.
- [23] I will, at this point, distinguish between the two categories of students whose legal names were disclosed. The first category comprises students with legal names (distinct from their preferred names), the disclosure of which would reveal a fact personal about them. For example, in some instances, the name change could reveal that the student is transgendered. This is information personal to these individuals and their legal name alone, in this case, qualifies as personal information. The second category is students whose preferred names are modified versions of their legal name. For instance, some students prefer to be referred to by shortened forms of their legal names or nicknames; a fact known to their peers and not necessarily personal in nature. The disclosure of the legal names under this circumstance reveals nothing personal about the student and is not considered personal information of such students.
- [24] Based on the above distinction, I find that only the legal names under the first category qualify as personal information pursuant to subsection 23(1)(k)(ii) of LA FOIP. In this circumstance, there were 32 affected students that fell within the first category noted above.
- [25] Therefore, I find that personal information is involved and the privacy provisions in PART IV of LA FOIP are engaged.

## 2. Did privacy breaches occur?

- [26] A review of Edsby’s Data Vulnerability Report submitted to the affected school divisions revealed that between August 10 and August 24, 2023, Edsby’s mobile application was incorrectly displaying legal first names instead of students preferred first names.
- [27] Subsection 28(1) of LA FOIP speaks to disclosure of personal information and provides:
- 28(1)** No local authority shall disclose personal information under its control without the consent, given in the prescribed manner, of the individual to whom the information relates except in accordance with this section or section 29.
- [28] The *Guide to LA FOIP*, Ch. 6 at page 164 defines “disclosure” as the sharing of personal information with a separate entity, not a division or branch of the local authority in possession or control of that information. “Consent” means voluntary agreement by a person in the possession and exercise of sufficient mental capacity to make an intelligent choice to do something proposed by another.
- [29] In this circumstance, the legal names of 32 students were shared with their peers without their voluntary agreement and was publicly available for about fourteen days. These legal names revealed personal information of the 32 students as outlined at paragraph [23] of this Report.
- [30] The school divisions did not have consent of the 32 students to disclose their personal information as required by subsection 28(1) of LA FOIP. Further, the schools did not indicate that there was authority to disclose without consent pursuant to subsection 28(2) or section 29 of LA FOIP. Therefore, I find a privacy breach occurred for each student whose birth name was made available as described at paragraphs [23] and [24] above that did not match their chosen name and revealed a fact personal to them.

**3. Has each school division responded to the privacy breaches appropriately?**

[31] In circumstances where a local authority proactively reports a privacy breach, the focus for my office becomes one of determining whether the local authority appropriately handled the privacy breach in accordance with the four best practices that my office recommends.

[32] As set out in section 4-4 of my office's [Rules of Procedure](#) and my office's *Guide to LA FOIP*, Ch. 6, p. 235, my analysis of the school divisions' response to the privacy breaches considers whether the school divisions have :

- Contained the breach (as soon as possible)
- Notified affected individuals (as soon as possible)
- Investigated the breach
- Taken steps to prevent future breaches.

[33] I note at this point that, in correspondence on November 16, 2023, the lawyer informed my office that investigations into the breaches revealed that:

- Although initially listed as being affected, the systems of Regina Public and Lloydminster Public were not syncing with Edsby's system at the time of the breaches, so the error did not impact these school divisions.
- Students' legal names displayed in Light of Christ and Prairie Spirit were lengthened versions of their preferred name.
- No North East student was impacted as students did not have access to class rosters until September 1, 2023. Should they have had access, no student would have been affected as the legal names displayed would have been either lengthened versions of preferred names, nicknames, or spelling changes.

[34] Since it has been confirmed that Regina Public and Lloydminster Public were not affected by the breaches, I will not assess how these school divisions responded to the breaches of privacy.

[35] As established in paragraph [23], the disclosure of legal names which are either lengthened versions of preferred names, nicknames, or spelling changes reveals nothing personal about



the students in question and is not considered personal information and as such would not constitute a breach. Based on this, there were no impacted students at Light of Christ and Prairie Spirit nor would there have been any affected students in North East should parents and students have had access to class rosters at the time of the privacy breaches.

[36] Therefore, I will only consider how Saskatoon Public, Regina Catholic, Good Spirit together with Edsby responded to the privacy breaches based on each of the best practice steps. Any further reference to the school divisions, will specifically be with regards to these three school divisions.

**i. Contained the breach**

[37] In the *Guide to LA FOIP*, Ch. 6 at page 235, it is required that upon learning that a privacy breach has occurred, local authorities should immediately take steps to contain the breach. Depending on the nature of the breaches, this can include:

- Stopping the unauthorized practice.
- Recovering the records.
- Shutting down the system that has been breached.
- Revoking accesses to personal information or personal health information.
- Correcting weaknesses in physical security.

[38] In my office's [Investigation Report 197-2022, 215-2022](#), I stated that in assessing an institution's steps to contain the breach, my office applies a reasonableness standard. We want to have some reassurance that the institution has reduced the magnitude of the breach and the risk to affected individuals.

[39] As previously stated, Saskatoon Public learned of the privacy breach on August 24, 2023, through social media, a call from a parent of a student and an email from Edsby. All other school divisions learnt of the privacy breach through an email from Edsby also on August 24, 2023.

[40] Based on the materials submitted to my office, it appears that on August 24, 2023, the same day it was informed of the incident, Edsby investigated and resolved the issue by 5:00pm. The school divisions also explained that Edsby disabled system access for both the mobile and web portals on August 24, 2023, and re-enabled access on August 29, 2023, while the issue was being resolved.

[41] I find that the school divisions and Edsby made reasonable efforts to contain the breaches of privacy by disabling the Edsby platform while the issue was being resolved.

**ii. Notified affected individuals**

[42] My office's *Guide to LA FOIP*, Ch. 6 at page 230 explains that section 28.1 of LA FOIP places an obligation on a local authority to notify individuals when their personal information has been breached and a real risk of significant harm exists for the affected individual.

[43] Section 28.1 of LA FOIP states:

**28.1** A local authority shall take all reasonable steps to notify an individual of an unauthorized use or disclosure of that individual's personal information by the local authority if it is reasonable in the circumstances to believe that the incident creates a real risk of significant harm to the individual.

[44] The *Guide to LA FOIP*, Ch. 6, at page 231, emphasizes that even where section 28.1 of LA FOIP does not apply, unless there is a compelling reason not to, local authorities should always notify affected individuals of a privacy breach. Affected individuals are in the best position to determine how a privacy breach will affect them.

[45] Again, as stated in the *Guide to LA FOIP*, Ch 6, at page 231, notification to affected individuals should include the following information:

- A description of the breach (a general description of what happened)

- A detailed description of the personal information involved (e.g., name, credit card numbers, medical records, financial information, etc.)
- A description of possible types of harm that may come to the affected individual because of the privacy breach
- Steps taken and planned to mitigate the harm and prevent future breaches
- If necessary, advice on actions the individual can take to further mitigate the risk of harm and protect themselves (e.g., how to contact credit reporting agencies)
- Contact information of an individual within the organization who can answer questions and provide information.
- A notice that individuals have a right to complain to the IPC (provide contact information)
- Recognition of the impacts of the breach on affected individuals and, an apology.

[46] The school divisions advised that all affected persons were notified by September 27, 2023, through their counsellors. Specifically, counsellors delivered the letters in confidence without knowing the contents of the letter and the students were given an opportunity to speak to the counsellors if they wished to. The school counsellors were asked to reply to the Privacy Officer by email or telephone once this was complete. My office was also furnished with copies of the notification letters sent to affected students.

[47] My office noted that school divisions' notification letters to the affected students:

- Described the privacy breach
- Identified the specific data element involved
- Indicated steps taken to mitigate the harm and prevent future breaches
- Contained information on counselling and support services for impacted students
- Included the contact information of each school division's contact person on the matter
- Provided my office's contact information
- Acknowledged the impacts of, and included an apology for the privacy breach

[48] I am satisfied that the school divisions' letters contained the elements recommended by my office. I am also satisfied that the school divisions took adequate steps to ensure notification was complete. Therefore, I find that the school divisions adequately notified affected students.

**iii. Investigated the breach**

[49] Pages 237-239 of the *Guide to LA FOIP*, Ch. 6, stipulate that after containing the breach and notifying affected parties, local authorities should conduct an internal investigation. An internal investigation is a methodical process of examination, inquiry, and observation including interviewing witnesses and reviewing documents. The purpose is to conduct a root cause analysis, which is a useful process for understanding and solving a problem, and to identify measures necessary to prevent further similar breaches. It seeks to identify the origin of a problem by using a specific set of steps and tools to:

- determine what happened
- determine why it happened
- figure out what to do to reduce the likelihood that it will happen again.

[50] Based on the information given to my office, neither Edsby nor the school divisions were aware of the breaches which had been ongoing from August 10, 2023, until a social media post by a Saskatoon Public student on August 24, 2023, averted attention to the issue.

[51] Upon investigation on August 24, 2023, Edsby identified the root issue of the incident as a software glitch resulting in an inconsistency within the mobile app, where specific students' legal names were inadvertently displayed instead of their preferred names. Edsby rectified this by correcting the Student Information System (SIS) synchronization logic to ensure that data was displayed correctly.

[52] Between August 24 and 25, 2023, Edsby commenced its investigation and conducted analysis to determine the extent of the breach and whether any students were impacted.

[53] Further, between September 8 and 28, 2023, MLT Aikins consulted with the school divisions and Edsby to obtain background, understand the extent of impact, and provide instructions for further information to determine the extent of the impact.

[54] My office was advised that Edsby issued individual reports to each school division, highlighting facts pertaining to each school division. Using the information that Edsby provided, the school divisions reviewed the lists prepared by Edsby to determine the nature of the differences in names and assess potential risk to students as a result of the legal name being displayed.

[55] I find that the school divisions conducted an adequate investigation.

**iv. Taken steps to prevent future privacy breaches**

[56] As stated in the *Guide to LA FOIP*, Ch. 6, page 242, the most important part of responding to a privacy breach is to implement measures to prevent future breaches from occurring. This involves identifying the steps that can be taken to prevent a similar privacy breach. For instance,

- can your organization create or make changes to policies and procedures relevant to this privacy breach
- are additional safeguards needed
- is additional training needed
- should a practice be stopped.

[57] With regard to preventive measures, all affected school divisions in their Questionnaires stated that, “Edsby staff are expected to adhere to industry best practices and standards when it comes to accessing and handling student personal information”. This, however, is extremely inadequate in terms of preventive measures.

- [58] Again, each school division simply provided in its Questionnaire that, "...Working with Edsby, the School Division confirmed that a number of technical steps were taken to ensure that this type of incident cannot occur again..." The school divisions by this response, have not sufficiently apprised my office of the specific safeguards taken by Edsby to prevent the occurrence of similar breaches.
- [59] I find that the school divisions, by providing the responses reproduced above, have not satisfactorily demonstrated that adequate measures have been put in place to prevent similar breaches from occurring.
- [60] All the school divisions in their Questionnaires indicated that, to further mitigate any risks relating to the use of Edsby's services, current agreements with Edsby are being reviewed and the school divisions will work with Edsby to have the agreement updated as necessary to include additional privacy terms.
- [61] The school divisions as part of their submissions made available to my office documents evincing agreements with the information management service provider (IMSP), Edsby. My assessment of the adequacy, or otherwise, of these documents is based on subsections 23.2(1) and 23.2(2) of LA FOIP and section 8.2 of *The Local Authority Freedom of Information and Protection of Privacy Regulations* (LA FOIP Regulations), as well as the best practices in the Guide to LA FOIP, Ch. 6, pages 125-131.
- [62] Subsection 2(1)(e.1) of LA FOIP provides:

2(1) In this Act:

...

(e.1) **"information management service provider"** means a person or body that:

- (i) processes, stores, archives, or destroys records containing personal information; or

(ii) provides information management or information technology services to a local authority with respect to records of the local authority containing personal information;

[63] Subsection 23.2(1) of LA FOIP states:

**23.2(1)** A local authority may provide personal information to an information management service provider for the purposes of:

- (a) having the information management service provider process, store, archive or destroy the personal information for the local authority;
- (b) enabling the information management service provider to provide the local authority with information management or information technology services;
- (c) having the information management service provider take possession or control of the personal information;
- (d) combining records containing personal information; or
- (e) providing consulting services.

[64] Further, subsection 23.2(2) of LA FOIP provides:

**23.2 (2)** Before disclosing personal information to an information management service provider, a local authority shall enter into a written agreement with the information management service provider that:

- (a) governs the access to and use, disclosure, storage, archiving, modification and destruction of the personal information;
- (b) provides for the protection of the personal information; and
- (c) meets the requirements of this Act and the regulations.

[65] Section 8.2 of the LA FOIP Regulations also states:

**8.2** For the purposes of clause 23.2(2)(c) of the Act, a written agreement that is entered into between a local authority and an information management service provider must include:

- (a) a description of the specific service the information management service provider will deliver;

(b) provisions setting out the obligations of the information management service provider respecting the security and safeguarding of personal information; and

(c) provisions for the destruction of the personal information, if applicable.

[66] As specified in page 129 of the *Guide to LA FOIP*, Ch. 6, in addition to what LA FOIP and the LA FOIP Regulations require in an information management sharing agreement, there are also some best practices to keep in mind. A well written agreement should also include:

- Identities, roles, and responsibilities of the parties.
- What information is being disclosed and collected and the purpose(s) of each.
- The frequency and duration of information exchanged.
- The legal authority to disclose and collect information.
- The methods and security measures for transferring and storing the information.
- Procedures in the event there is a privacy or security breach.
- Limitations for collection, use, disclosure, and retention.
- Provisions for accuracy of the information.
- Indemnification.
- Compliance monitoring.

[67] The Office of the Information and Privacy Commissioner of Ontario (IPC) in [Privacy Complaint MC18-48](#) described Edsby as a a cloud-based storage and data management service. As such, I find that Edsby is an IMSP within the definition of subsection 2(1)(e.1) of LA FOIP.

[68] I note that, Saskatoon Public provided my office with three documents: Saskatoon Public Schools Quotation for Service, an Optional Extras Pricing document and Edsby's privacy breach policy. Further, although Saskatoon Public included in its Questionnaire that it attached a signed written agreement with Edsby, my office received no such document.



- [69] Regina Catholic, on the other hand, presented no proof of its written agreements in place with Edsby. Although Regina Catholic's Questionnaire stipulated that it had attached a written agreement with signatures in place with Edsby, my office received no such document.
- [70] My office followed up seeking the missing agreements on November 9, 2023, but as of the issuing of this Investigation Report, no agreements were provided.
- [71] Good Spirit submitted to my office, a data sharing agreement, and a signed agreement of service with Edsby. Good Spirit's data sharing agreement only grants Edsby the permission to access student, school staff and parent information as well as school data in the SIS from MySchoolSask (the SIS integration partner). The signed agreement of service on the other hand, outlines the service to be rendered, pricing, and other incidental considerations.
- [72] Importantly, in the case of all three school divisions, I find that none of the documents shared with my office evidences an agreement between the school divisions and Edsby with provisions governing the access, use, management, and protection of students' personal information highlighted above. I also find that none of the agreements reviewed by my office is compliant with subsection 8.2(a) of the LA FOIP Regulations which requires a description of the specific service provided by Edsby.
- [73] It is highly important to note that these are issues not to be taken lightly as in the past, there have been security concerns with the use of Edsby in other jurisdictions. At the Federal level in the [Investigation into CoreFour Inc.'s compliance with PIPEDA](#), the Privacy Commissioner of Canada investigated CoreFour's safeguards, breach response and accountability obligations under the *Personal Information Protection and Electronic Documents Act*. The Commissioner found that although had implemented many effective security practices, CoreFour lacked a robust overarching information security framework and privacy management framework and made some recommendations which CoreFour accepted and committed to implementing.

- [74] Again, in [Privacy Complaint MC18-48](#), the Ontario IPC assessed in addition to other issues, the adequacy of the terms of the York Region District School Board's contract with CoreFour and the Board's oversight in relation to various Edsby security measures. The IPC concluded that the Board had reasonable contractual measures in place. The IPC however found that the Board had not demonstrated that it had reasonable oversight measures in relation to the performance of CoreFour's contractual security obligations. Recommendations were made to strengthen and document the board's oversight of security measures in line with the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*.
- [75] The lawyer, in this case, provided my office with a copy of a template data protection addendum prepared by MLT Aikins, to be put in place between Edsby and the school divisions. A review of this template data protection addendum contains the requirements outlined in subsection 23.2(2) of LA FOIP, subsections 8.2(b) and (c) of the LA FOIP Regulations and the best practices in the *Guide to LA FOIP*. It is particularly commendable that this template outlines privacy obligations and training requirements of Edsby employees.
- [76] Due to the lack of clarity on the technical steps taken by the school divisions and Edsby to ensure that this type of incident cannot occur again, I find that the school divisions have not adequately indicated all the steps taken to prevent further breaches of this nature.
- [77] I am, however, satisfied that the school divisions are undertaking steps to ensure they have a written agreement in place. If they have not already done so, I recommend each school division implement this data protection agreement with Edsby within 30 days of the issuance of this Investigation Report.
- [78] I recommend also that each school division's written agreement with Edsby includes a description of the specific services delivered in line with subsection 8.2(a) of the LA FOIP Regulations.

### **III FINDINGS**

- [79] I find I have jurisdiction to undertake this investigation.
- [80] I find that personal information is involved pursuant to subsection 23(1)(k)(ii) and the privacy provisions in PART IV of LA FOIP are engaged.
- [81] I find that a privacy breach occurred for each student whose birth name was made available that did not match their chosen name and revealed a fact personal to them.
- [82] I find that the school divisions made reasonable efforts to contain the privacy breaches.
- [83] I find that the school divisions adequately notified affected students.
- [84] I find that the school divisions conducted an adequate investigation.
- [85] I find that Edsby is an IMSP within the definition subsection 2(1)(e.1) of LA FOIP.
- [86] I find that the school divisions do not have with Edsby written agreements in line with the requirements of subsection 23.2(2) of LA FOIP and section 8.2 of the LA FOIP Regulations.
- [87] I find that the school divisions have not adequately indicated all the steps taken to prevent further breaches of this nature.

### **IV RECOMMENDATIONS**

- [88] I recommend that within 30 days of the issuance of this Investigation Report, the school divisions mentioned in this Investigation Report formalize the draft data protection addendum presented to my office.

- [89] I recommend that all school divisions in Saskatchewan using the Edsby platform ensure that they have in place with Edsby written agreements governing the use, disclosure and protection of personal information as provided for in subsection 23.2(2) of LA FOIP and subsections 8.2(b) and (c) of the LA FOIP Regulations.
- [90] I recommend that the school divisions mentioned in this Investigation Report, as well as all school divisions in Saskatchewan using the Edsby platform include in their written agreements with Edsby a description of the specific services delivered in line with subsection 8.2(a) of the LA FOIP Regulations.

Dated at Regina, in the Province of Saskatchewan, this 12th day of December, 2023.

Ronald J. Kruzeniski, K.C.  
Saskatchewan Information and Privacy  
Commissioner