

## PRIVACY POLICY

### 1.0 PURPOSE

Jobworks Employment Education Programs Inc. ("Jobworks") is committed to providing quality educational programming and internship opportunities to help students achieve their goals. In delivering these services, it is necessary for Jobworks to collect, use, disclose, and administer personal information from students and program participants, as well as other third parties from time to time.

### 2.0 DEFINITIONS

In this Privacy Policy, the following terms have the following meanings:

"Personal Information" means information about an identifiable individual.

"Office" means the Office of the Privacy Commissioner of Canada.

### 3.0 POLICY

#### 3.1 Privacy Policy

(a) This Privacy Policy sets out the manner in which Jobworks collects, uses, discloses, and administers personal information of its students, program participants, and other third parties. For certainty, this Privacy Policy does not apply to Jobworks' employee or contractor personal information, which records are administered separately under other Jobworks contracts, policies, and/or practices.

Jobworks is committed to protecting the personal information in its custody and/or under its control in accordance with the terms of this Privacy Policy.

As an organization carrying out education and educational programming activities, in setting the scope for this Privacy Policy, Jobworks has determined to administer all personal information in accordance with the requirements of the *Personal Information Protection and Electronic Documents Act* (Canada). Jobworks has also determined to adopt privacy compliance practices that are consistent with those set out under *The Freedom of Information and Protection of Privacy Act* (Manitoba). In setting this Privacy Policy, while Jobworks has determined to comply with these requirements in an effort to meet best practices, it does not represent that it is subject at law to either of these legislative requirements.

Jobworks requires that its board of directors, officers, and all of its employees and contractors comply with the terms of this Privacy Policy.

### **3.2 Personal Information**

- (a) This Privacy Policy applies strictly to non-employee/non-contractor personal information, namely information about an identifiable individual ("Personal Information").

For the purposes of this Privacy Policy, Personal Information does not include business contact information of an individual that Jobworks collects, uses, or discloses solely for the purpose of communicating or facilitating communication with the individual in relation to their employment, business, or profession.

- (b) This Privacy Policy applies to Personal Information in any form or medium that is collected by Jobworks. This Privacy Policy applies to all Personal Information in the custody or under the control of Jobworks, whether any such Personal Information was collected or received by Jobworks prior to or following the adoption of this Privacy Policy.

### **3.3 Appointment of Privacy Officer**

- (a) Jobworks has appointed a Privacy Officer, [privacyofficer@jobworksschool.com](mailto:privacyofficer@jobworksschool.com), who is empowered to oversee Jobworks' organizational compliance with this Privacy Policy and its terms. The Jobworks Privacy Officer will also oversee any requests for access to information and/or any questions or complaints concerning Jobworks' privacy practices.
- (b) The Jobworks Privacy Officer may, subject to direction from Jobworks Management, appoint additional Jobworks personnel to carry out certain duties as assigned by the Privacy Officer.

### **3.4 Training and Privacy Compliance Assessments**

- (a) Jobworks undertakes to provide training concerning this Privacy Policy, and any amendments thereto, to all of its directors, officers, employees, and contractors to ensure they are aware of Jobworks' privacy practices; training to be provided at such times and intervals determined from time to time by Jobworks.
- (b) Jobworks, shall on no less than an annual basis, review its privacy practices to ensure that this Privacy Policy is up-to-date and that the terms of this Privacy Policy have been updated to reflect any necessary change in practices and this Privacy Policy.

### **3.5 Limiting Access, Online Resources for use in Programming, Access to Information for Funding Compliance**

- (a) Jobworks shall limit access to Personal Information records under its control to only those employees and contractors who require such access in order to complete their employment and contract duties.
- (b) In connection with its programming activities, certain online educational resources may be selected by Jobworks' staff from time to time for use in the classroom or as part of Jobworks programming. Resources may be Canadian resources or be offered by service providers who are located in other countries which may have privacy laws that are very

different from Canadian privacy laws and protections. These resources may require that users establish a user account and provide personal information. Jobworks is not responsible or liable for such third party resources and does not control their use of personal information; all uses of third party resources are at the sole risk of the student and/or program participant. All students and program participants shall be cautioned to carefully review third party policies, terms, and conditions prior to subscribing for any resource.

- (c) As an organization that receives funding from third parties, including government funding to carry out its programming, Jobworks is required by contract to have in place certain privacy compliance obligations and to report detailed information to such funders. Jobworks undertakes to modify this Privacy Policy as necessary from time to time to ensure that this Privacy Policy reflects in contractual obligations.
- (d) In providing reports to its funders, where reasonably possible, Jobworks shall provide anonymized information. Should it be necessary to provide funders with access to any personal information in the course of reporting on its activities, or in allowing a funder to carry out any audit rights agreed to by contract, Jobworks shall provide the minimum amount of personal information necessary to carry out such activities. Jobworks shall only provide access to personal information in accordance with its disclosure requirements at law and as set out in this Privacy Policy.

### **3.6 Information Managers and Contractors**

- (a) Should Jobworks require outside third parties to provide information management services or other services that require access to or disclosure of Personal Information, Jobworks shall conduct a privacy impact assessment to confirm what Personal Information will be accessed or disclosed in connection with those services, and what privacy protection issues must be considered and addressed to ensure that comparable privacy protections are in place.
- (b) Jobworks shall, in retaining any such information management services or other services that require access to or disclosure of Personal Information, use contractual or other means to require those

third parties to provide a comparable level of protection for any personal information to which such third parties will have access and which address any issues set out in the privacy impact assessment.

### **3.7 Privacy Compliance – Collection, Use, and Disclosure**

- (a) Jobworks shall only collect, use, and disclose Personal Information as is reasonably necessary to carry out, administer, and report on requested Jobworks programming on behalf of students and program participants, and in accordance with this Privacy Policy and consents signed by students, program participants, or other applicable third parties.
- (b) Jobworks shall retain a copy of all applications and other records containing Personal Information submitted to Jobworks, including for both successful and non-successful applicants, and shall maintain same in accordance with its retention practices as set out in section 3.9 of this Privacy Policy.
- (c) While Jobworks programming may vary, its core programs are as follows: (i) Adult Learning Centre, (ii) Alternative High School, and (iii) Educational Assistant Internship. As Jobworks programs service students and program participants differently, the practices for each core program have been addressed separately below.

#### **(i) Adult Learning Centre – Collection, Use, and Disclosure**

- Jobworks offers the Adult Learning Centre program, [www.jobworksschool.com/alc](http://www.jobworksschool.com/alc), as a means for individuals to achieve a high school diploma, upgrade for post-secondary education, enhance their work/career opportunities, or aim to enrich their personal interests. Students may enter this program through either the High School Diploma option or alternatively through the Mature Student High School Diploma option; while both diploma options are typically only open to individuals who have reached the age of majority, it is possible for students under the age of eighteen (18) years of age to be granted permission to participate with parental/legal guardian consent. Jobworks reserves the right to request identification

to confirm identity. In the case of parental rights or guardianship status, Jobworks reserves the right to request additional documentation. Interested candidates under the age of eighteen (18) years of age must also make arrangements for a parent/legal guardian to be present during the application process to provide consent in submitting their application to Jobworks, which includes the provision of Personal Information.

- As part of the application process for the Adult Learning Centre program, Jobworks typically collects the following information:
  - full name of the student including any name changes with supporting documents;
  - date of birth;
  - gender;
  - address;
  - contact phone numbers;
  - email address;
  - emergency contact information;
  - educational background and transcripts;
  - citizenship/immigration status and related documentation;
  - language assessment (if applicable) and related documentation;
  - statistical analysis questionnaire;
  - reasons for returning to school.

Jobworks may also work with students to create student learning plans, which sets out a student's educational plans and goals. These may also include any medical and health information that may be required for programming.

- Jobworks reserves the right to collect additional information in connection with its programs, with student or submitter consent. Certain information may be optional and it is in the student/submitters discretion if they wish to provide optional information.

- Collected personal information for this program will only be used by Jobworks to evaluate eligibility and to process an interested applicant's application, to administer the program for eligible and successful applicants, to evaluate Jobworks' programs, and to report to funders as necessary. Should it be necessary for Jobworks to use an applicant or student's information for any other purpose, Jobworks will seek consent unless otherwise required or permitted by law. For students under the age of eighteen (18) years of age, any additional consents require approval by a parent/legal guardian.
- Jobworks will disclose applicant or student personal information or other records which contain personal information, including associated parental consent information, with the consent of the subject individuals, or where required or permitted by law.
- Jobworks reserves the right to make all necessary disclosures to funders in connection with programming requirements, which typically include:
  - full name of student including any name changes with supporting documents;
  - date of birth;
  - gender;
  - Manitoba Education and Training Number assigned by the Government of Manitoba;
  - School Number;
  - Resident Division Number;
  - subject, grade, level, credit, mark, course code, language of instruction;
  - semester;
  - Indigenous identity;
  - enrolment number;
  - enrolment date;
  - postal code;
  - year-end status;
  - exit date.

In some special circumstances, an individual's name along with their specific situation may need to be shared if funder approval is required or the information is requested by the funder.

- Jobworks may share anonymized data with its funders in its discretion and no consent is required for the foregoing. Such anonymized information may include:
  - statistical analysis questionnaire answers;
  - number of students registered and/or participating in Jobworks programs;
  - number of students who completed course(s) for credit;
  - number of new students;
  - attendance of students;
  - course registrations;
  - course completions;
  - sample transcripts (with personal information removed from same).

**(ii) Alternative High School – Collection, Use, and Disclosure**

- Jobworks offers the Alternative High School program, [www.jobworksschool.com/ahs](http://www.jobworksschool.com/ahs), as an alternative for qualifying students in grades nine (9) through twelve (12) to complete their high school diploma outside of the traditional high school setting, to fulfill requirements to return to a regular high school, or to build the skills required for other programs and/or employment. Students must have completed grade eight (8), be at least sixteen (16) years of age or older, and meet the requirements of the intake procedure established by Jobworks in order to be eligible to participate, [www.jobworksschool.com/ahsintake](http://www.jobworksschool.com/ahsintake).
- As this Jobworks program works with students who may be under the age of majority of eighteen (18) in Manitoba, it is necessary for students who are under the age of majority at the time of application to have the consent of a parent/legal guardian in submitting their application to Jobworks, which



includes the provision of Personal Information. Jobworks reserves the right to request identification to confirm identity. In the case of parental rights or guardianship status, Jobworks reserves the right to request additional documentation. Interested candidates must also make arrangements for a parent/legal guardian to be present throughout the Alternative High School intake procedure established by Jobworks. All potential candidates are interviewed and must be prepared to complete a questionnaire prior to the interview as part of the intake procedure. The application process only takes place once the requirements of the interview process are met.

- As part of the Jobworks intake procedure for the Alternative High School program, Jobworks typically collects the following information:
  - full name of the student including any name changes with supporting documents;
  - date of birth;
  - gender;
  - address;
  - contact phone numbers;
  - email address;
  - emergency contact information;
  - age;
  - grade;
  - parent/legal guardian name, address, phone number, email, relationship;
  - medication (if applicable) including purpose;
  - medical/health information that may be required for programming;
  - allergies (if applicable);
  - hobbies/interests;
  - employment background;
  - previous schools including reason for leaving, suspensions, and/or expulsions;
  - reason for attending/expectations of Jobworks;
  - favorite/challenging subjects;
  - transportation;
  - social interactions;

- attendance;
- drugs;
- violence/fighting.

In connection with the program, Jobworks may also collect the following information:

- educational background, transcripts, and pupil file;
  - medical number;
  - citizenship/immigration status and related documentation;
  - Indigenous Identity Declaration (voluntary and optional).
- Jobworks reserves the right to collect additional information in connection with its programs, with student or submitter consent. Certain information may be optional and it is in the student/submitters discretion if they wish to provide optional information.
  - Collected personal information will only be used by Jobworks to evaluate eligibility and to process an interested applicant's application, to administer the program for eligible and successful applicants, to evaluate Jobworks' programs, and to report to funders as necessary. Should it be necessary for Jobworks to use an applicant or student's information for any other purpose, Jobworks will seek consent unless otherwise required or permitted by law. Any subsequent consent from a person under the age of majority will require approval by a parent/legal guardian.
  - Jobworks will disclose applicant or student personal information, or other records which contain personal information, including associated parental consent information, with the consent of the subject individuals, or where required or permitted by law.

- Jobworks reserves the right to make all necessary disclosures to funders in connection with programming requirements, which typically include:
  - full name of student including any name changes with supporting documents;
  - date of birth;
  - gender;
  - Manitoba Education and Training Number assigned by the Government of Manitoba;
  - School Number;
  - Resident Division Number;
  - subject, grade, level, credit, mark, course code, language of instruction;
  - semester;
  - Indigenous identity;
  - enrolment number;
  - enrolment date;
  - postal code;
  - year-end status;
  - exit date.
  
- Jobworks is also typically required to disclose the following information to its funders:
  - full name of student and the reason for leaving the program (reported on a monthly basis) for those who leave;
  - detailed information on each individual student including full name, the number of years in the program, the number of credits achieved in the year, current number of credits, any diagnosis that may affect programming, enrolment status, and specific entry and exit dates and/or graduation date (reported at the end of every school year).
  
- Jobworks may share anonymized data with its funders in its discretion and no consent is required for the foregoing. Such anonymized information may include:
  - course summaries;
  - program highlights;

- student activities;
- seminar and workshop summaries;
- number of students in the program;
- number of new learners;
- previous schools attended;
- attendance of students;
- number of credits achieved;
- number of graduates;
- key partners;
- evidence of program success;
- ongoing challenges;
- how students heard about the program;
- goals and aspirations of potential graduates;
- follow-up data from previous graduates;
- student survey results;
- parent survey results;
- monitoring arrangements;
- resources for the program.

**(iii) Educational Assistant Internship – Collection, Use, and Disclosure**

- Jobworks offers the Educational Assistant Internship program to provide training for eligible and selected individuals for employment training as educational assistants, [www.jobworksschool.com/ea](http://www.jobworksschool.com/ea).
- As part of the application process for the Educational Assistant Internship, and in connection with the program, Jobworks typically collects the following information:
  - full name of student including any name changes with supporting documents;
  - date of birth;
  - gender;
  - address;
  - contact phone numbers;
  - email address;
  - emergency contact information;

- employment status;
  - employment information;
  - employment insurance status;
  - social insurance number;
  - educational background and transcripts;
  - work experience and credentials;
  - availability;
  - health conditions, medical reports, or disabilities that may affect programming;
  - citizenship/immigration status and related documentation;
  - language assessment (if applicable) and related documentation;
  - statistical analysis questionnaire, including without limitation Indigenous status and visible minority status (voluntary and optional);
  - criminal record and child abuse registry checks (for accepted participants only);
  - disability status (if applicable) (voluntary and optional).
- In connection with the program, the following information may also typically be collected:
    - transportation;
    - childcare and plans for illness of children;
    - availability for employment;
    - explanation for interest in the program.
  - Jobworks reserves the right to collect additional information in connection with its programs, with student or submitter consent. Certain information may be optional and it is in the student/submitters discretion if they wish to provide optional information.
  - Collected personal information will only be used by Jobworks to evaluate eligibility and to process an interested applicant's application, to administer the program for eligible and successful applicants, to evaluate Jobworks' programs, and to report to funders as necessary. Should it be necessary for Jobworks to use an applicant or use participant's/intern's

information for any other purpose, Jobworks will seek consent unless otherwise required or permitted by law.

- This program involves both classroom theory and practicum based experience. As a result, it is necessary for Jobworks to disclose an approved intern's Personal Information to the public school and its administrator's offering the practicum, including without limitation:
  - full name of participant;
  - contact phone numbers;
  - email address;
  - languages spoken;
  - criminal record check;
  - child abuse registry check.

In addition, it will be necessary for Jobworks to obtain details concerning an intern's progress through the practicum component from the public school and its administrator's offering the practicum, which shall be used to evaluate an intern's participation and success in the program.

- Jobworks will also disclose applicant or participant/intern personal information or other records which contain personal information with the consent of the subject individuals, or where required or permitted by law.
- Jobworks reserves the right to make all necessary disclosures to funders in connection with programming requirements, which typically include:
  - full name of student including any name changes with supporting documents;
  - social insurance number;
  - date of birth;
  - gender;
  - address;
  - contact phone numbers;
  - email address;
  - referral source;

- primary contact information;
  - alternate contact information;
  - employment status;
  - wage/salary/commission;
  - hours per week;
  - payment frequency;
  - education;
  - year education completed;
  - work experience and credentials;
  - availability;
  - receiving employment insurance benefits;
  - receiving income assistance benefits, income assistance source;
  - income assistance status;
  - relevant health conditions, medical reports, or disabilities that may affect programming;
  - Indigenous status (voluntary and optional);
  - disability status (voluntary and optional);
  - visible minority status (voluntary and optional);
  - immigrant/refugee status (including landing date);
  - student name and specific success stories and/or progress (reported on a monthly basis);
  - student name and reason for leaving the program (reported on a monthly basis);
  - student name and employment plans/status after completion of programming.
- Jobworks may share anonymized data with its funders in its discretion and no consent is required for the foregoing. Such anonymized information may include:
    - workshop summaries and attendance of participants;
    - practicum activities and attendance of participants;
    - employers contacted;
    - job search activities.

(iv) **Other Programs and Services**

- Jobworks may from time to time offer other programs and services that require the collection, use, and disclosure of personal information. Jobworks shall obtain consent from subject individuals for such collection, use, and disclosure and provide details concerning its collection, use, and disclosure practices for that information at or prior to the time of collection.

**3.8 Accuracy, Administration, and Security**

- (a) Jobworks shall ensure that it confirms Personal Information at or prior to the time of its use to confirm that it is accurate, complete, and up-to-date as necessary for the purposes for which such information is to be used. Jobworks shall not otherwise confirm or update Personal Information without a business need to do so.
- (b) Jobworks shall adopt reasonable safeguards to protect against unauthorized access, collection, use, disclosure, or destruction, loss, or theft for Personal Information under the custody or control of Jobworks. These safeguards shall include, without limitation, organizational safeguards, technological safeguards, and administrative safeguards, all of which shall take into account the sensitivity of the Personal Information at issue.
- (c) The Privacy Officer shall review the privacy practices of Jobworks on an ongoing basis to ensure compliance with the safeguards established by Jobworks from time to time.

**3.9 Retention**

- (a) Jobworks shall retain records containing Personal Information only for so long as is necessary to complete the purpose for which the information was collected and as reasonably necessary to retain accurate records for any relevant limitation period at law. Jobworks shall set a retention period relevant to the contents of its various records.



- (b) In compliance with funder requirements, Jobworks retains files containing personal information for a period of ten (10) years.

### **3.10 Openness**

- (a) Jobworks shall make this Privacy Policy readily available to applicants, students, and other third parties so that such persons can understand Jobworks privacy practices.
- (b) Jobworks shall undertake commercially reasonable best efforts to answer questions posed concerning its privacy practices and reserves the right to request such questions in writing.

### **3.11 Withdrawal of Consent**

- (a) Individuals may withdraw their consent concerning the use or disclosure of their Personal Information at any time. Any such withdrawal, however, may affect the ability of Jobworks to allow the subject student to participate in a program or to receive a service. At the time a withdrawal of consent is made, Jobworks shall advise such person of the effect of a withdrawal of consent, and that should the consent affect a third party such as where a parent has consented to an applicant's or student's program application or participation, the subject applicant or student shall be advised of the withdrawal of consent as it affects that individual's ability to participate.

Jobworks reserves the right to require that all withdrawals of consent be made in writing in order to be effective.

- (b) Even where there has been a withdrawal of consent, Jobworks reserves the right to retain a copy of all Personal Information on its files in accordance with its records administration practices.

### **3.12 Breach of Safeguards**

- (a) In the unlikely event of a breach of security safeguards, Jobworks shall forthwith investigate the breach and take commercially reasonable steps to address any loss, risk, or harm which results or is likely to result from such a breach.
- (b) Jobworks undertakes to advise affected individuals of the breach by way of written notice where there is a real risk of significant harm to affected persons taking into account the sensitivity of the Personal Information involved, the probability that the personal information has been, is being, or will be misused, and any other factor required under applicable law. Where there is a real risk of significant harm resulting from such a breach, Jobworks will report the harm to the Office should the Office be deemed to have jurisdiction over such a matter.
- (c) For the purposes of this Privacy Policy, significant harm includes bodily harm, humiliation, damage to reputation or relationships, loss of employment, business, or professional opportunities, financial loss, identity theft, negative effects on a credit record, and damage to or loss of property.
- (d) Where applicable, Jobworks shall notify any other organization that has the Personal Information if it reasonably believes that the other organization may be able to reduce the risk of harm resulting from the breach.
- (e) Jobworks shall keep a record of all breaches of its security safeguards, which record shall include: (i) the date of the breach, (ii) the information at issue, (iii) any relevant circumstances, (iv) whether subject individuals and the Office were notified, and if not, why not. This record shall be provided to the Office upon request provided the Office has jurisdiction to compel the production of this record.

### **3.13 Anonymized Data**

- (a) Jobworks reserves the right to collect and use data that has been anonymized for its record keeping and reporting purposes. Anonymized information does not constitute Personal Information.

### **3.14 Access and Correction of Personal Information**

- (a) Jobworks shall provide information and assistance to individuals seeking information about themselves from Jobworks.
- (b) Information is always accessible to the parent/legal guardian of minors or to the individuals to whom the legal guardian has permitted access. Parents/legal guardians are involved at the time of intake for minors, namely those under the age of eighteen (18) years in both the Adult and Alternative programs. For corrections Jobworks asks the parent/legal guardian, or any other adult the legal guardian has authorized, to submit the correction or to provide a signature on the correction if the student submits it.

All requests for access to Personal Information shall be immediately forwarded to the Privacy Officer for consideration and processing.

- (c) Upon request in writing, an individual shall be informed of the existence, use, and disclosure of his or her personal information, subject to certain exceptions at law. If the requested information or record contains information that cannot otherwise be disclosed to the applicant, Jobworks shall exercise its best efforts to sever such information.
- (d) Jobworks shall consider such a request and respond within no more than thirty (30) days of receipt of such a request.
- (e) Where a request for access is granted, Jobworks shall make the information available for review subject to confirmation of identity, or where requested, provide a copy of the requested information to the applicant by mail to the address specified by the applicant.
- (f) Where a request for access is declined, Jobworks shall advise the applicant that such a request was declined and the basis on which Jobworks has refused the request. A request for access may be refused, for example, where: (i) the information contains third party information that cannot reasonably be severed, (ii) the information is prohibitively costly to provide, (iii) the information would reveal confidential commercial information, (iv) the information is subject to solicitor-client privilege, and/or (v) the information was collected in

relation to the investigation of a breach of an agreement or a contravention of a federal or provincial law.

An individual shall be advised of the complaint mechanism for the refused request.

- (g) A copy of the application for access and Jobworks' response to that application, whether granting or refusing access, shall be kept as part of the subject record.
- (h) An individual shall be able to challenge the accuracy or completeness of his or her Personal Information maintained by Jobworks. Where correct and appropriate, Personal Information shall be amended. Where appropriate, the Privacy Officer shall also cause the corrected information or the request for correction (where refused) to be sent to third parties with access to the subject information.
- (i) The request concerning accuracy or completeness, whether or not granted, shall form part of the subject record.

### **3.15 Inquiries and Complaints**

- (a) Any inquiries and/or complaints concerning Jobworks and its privacy practices shall be directed to the Jobworks Privacy Officer:

1175 Pembina Highway  
Winnipeg, MB R3T 2A5  
204-453-8351  
[privacyofficer@jobworksschool.com](mailto:privacyofficer@jobworksschool.com)