

**Joint Agreement
Between**

**Department of Education (DOE)
Of 1000 Lewes Blvd, Whitehorse, Yukon**

And

**Department of Health and Social Services (HSS)
Of 1 Hospital Rd, Whitehorse, Yukon**

regarding interdepartmental operations and communication when a child's safety is, or likely to be, at risk.

Background

- A. The Parties have a shared commitment to the safety, health and wellbeing of children in Yukon Schools and Early Childcare Services. The Parties work together on many areas of mutual interest and responsibility that impact on the safety, health and wellbeing of children and youth in Yukon.
- B. This joint agreement sets out roles and responsibilities of the Parties and provides information to and among one another for the appropriate actions to protect children and young people from harm and who are in need of protective intervention in accordance to their responsibilities under s. 168 (n) and 169 (o) of the *Education Act*, R.S.Y. 2002, c. 61 and s.21 of the *Child and Family Services Act*, S.Y. 2008, c. 1 (the "CFSA").
- C. The Parties have developed this joint agreement to formalize operational and communication processes when the safety of child receiving programs or services from DOE is at risk.

The Parties agree as follows:

1. Purpose

1.1 The purpose of this joint agreement is to:

(a) Assist the Parties to:

- i. Develop an informed, shared understanding and appreciation of the Parties' roles and responsibilities, including where they may overlap, in the context of broader working relationship.
- ii. Take a consistent and coordinated approach to communicating with one another;
- iii. Respond appropriately to opportunities for collaboration in relation to child safety and wellbeing;
- iv. Promote referrals from DOE to HSS when a child is in need of protective intervention pursuant to s. 22 of the CFSA;
- v. Promote reports from HSS to DOE when DOE staff or volunteers may pose a risk to the safety and wellbeing of children receiving services and programs from DOE; and
- vi. Promote good practice of the Parties' respective workforces.

2. Definitions and Interpretation

Definitions

2.1 In this joint agreement, the following definitions will apply except where the context otherwise requires:

Child means a person who is under 19 years of age

Child Abuse means when a child is in need of protective intervention pursuant to s. 21 of the Child and Family Services Act.

Law means the law in force in the Yukon Territory, including the CFSA; the *Education Act*; *Health Information Privacy and Management Act*, S.Y. 2013, c. 16 ("HIPMA"); and *Access to Information and Protection of Privacy Act*, S.Y. 2018, c. 9 ("ATIPPA").

Representative means a person nominated by a Party as its representative

Yukon Schools means all schools operating in Yukon, both public and private.

Youth means a person who is 16 years of age or over but is under 19 years of age.

Yukon First Nation means any of the following:

- (a) Carcross/Tagish First Nation,
- (b) Champagne and Aishihik First Nations,
- (c) Kluane First Nation,
- (d) Kwanlin Dün First Nation,
- (e) Liard First Nation,
- (f) Little Salmon/Carmacks First Nation,
- (g) First Nation of Na-Cho Nyäk Dun,
- (h) Ross River Dena Council,
- (i) Selkirk First Nation,
- (j) Ta'an Kwäch'än Council,
- (k) Teslin Tlingit Council,
- (l) Tr'ondëk Hwëch'in,
- (m) Vuntut Gwitchin First Nation,
- (n) White River First Nation.

Interpretation

2.2 In this joint agreement, unless the context indicates otherwise

- (a) Words importing a gender include any other gender;
- (b) Words in the singular include the plural and words in the plural include the singular;
- (c) Words importing persons include a partnership and a body whether corporate or otherwise;
- (d) Reference to any statute or other legislation includes a reference to that statute or other legislation as amended or replaced from time to time;
- (e) Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) Where the reference to child in the CFSA as a person who is under the age of 19, and youth as a person who is 16 years of age or over but is under 19 years of

age, these references do not include the parameters “school-aged” as per the *Education Act* in which a student may be enrolled in Yukon schools if they are younger than 21 years of age as at September 1. In cases of harm to students from 19-21 years of age in Yukon schools, the DOE will refer these concerns to the Royal Canadian Mounted Police (“RCMP”).

2.3 This joint agreement not intended to replace, supersede or duplicate the legislative responsibilities or policy and service delivery frameworks of each of the Parities and should be read in conjunction with:

(a) *CFSA*;

(b) *Youth Criminal Justice Act*, S.C. 2002, c. 1; and

(c) *Education Act*

2.4 This joint agreement is not intended to create legal relations or constitute a legally binding contractual agreement between the Parties. Notwithstanding this, the Parties will comply with all the terms of this joint agreement.

2.5 Nothing in this joint agreement is intended to:

(a) Limit or derogate from the independent discretion of the Parties or officers within the Parties in the exercise of any function or power;

(b) Limit or derogate from any legal rights the Parties might otherwise have in relation to the matter dealt with in this joint agreement; or

(c) Require the Parties to do anything inconsistent with their respective legal obligations, policies or procedures.

3. Term

This joint agreement will commence on the date signed by the signatories for each Party.

4. Notification of this Joint Agreement

Each Party will ensure that its relevant staff are informed of the terms of this joint agreement and are trained on their respective roles and responsibilities relating to this joint agreement.

5. Guiding Principles

5.1 The Guiding Principles are:

- (a) Everyone in the Yukon has a duty to report to the Director of Family and Children Services (“FCS”) or a peace officer when they have a reason to believe that a child is in need of protective intervention.
- (b) The best interests of the child, pursuant to s. 4 of the CFSA, must always be paramount;
- (c) Staff or volunteers working for DOE and HSS have a duty of care to all children they provide programs and services to;
- (d) Effective collaboration on the creation of a working relationship based on principles of trust and respect contributes to ensuring the safety and well-being of children receiving services from DOE.

6. Collaboration between the Parties

6.1 To the extent permitted by the law, HSS and DOE will work collaboratively, cooperatively and transparently in relation to all information sharing and other communications between the Parties.

7. Roles and Responsibilities

Parties

7.1 DOE

- (a) Under the *Education Act*, DOE is responsible for delivering accessible and quality education to Yukon learners. DOE works closely with our partners in education, including Yukon First Nations, and school communities to develop and improve programs and practices.
- (b) Under the CFSA, the Director of Family and Children’s Services (FCS”) is responsible for delivering programs and services required to meet the Act’s purposes, which are listed in s. 1.02 of the Act.
- (c) Workers delegated by the Director may be involved in activities referred to in this joint agreement.

(d) The Director reports to the Assistant Deputy Minister of Social Services.

8. Ways of Working

8.1 Protecting and supporting children at risk

- (a) The Parties will work together to promote the following practices within their respective workforces and services:
- i. Referrals or Reports to the service that is best able to support the child and their family.
 - ii. Collaboration and consultation regarding children who may be at risk to ensure that children and families receive appropriate support when they need it and to promote child safety as a shared responsibility.
 - iii. Child-centered approach to all planning that ensures the child's safety is the primary focus and that their rights are protected.

8.2 Information Sharing

- (a) All information sharing between HSS and DOE will be governed by the CFSA, HIPMA, and ATIPPA.
- (b) To the extent permissible by Law, the Parties commit to
- i. Transparent and timely communication in order to act swiftly when a child is in need of protective intervention pursuant to s. 21 of the CFSA.
 - ii. Share information when children are in need of protective information and when DOE staff or volunteers pose a risk to children receiving services from DOE.

8.3 Policies, Procedures and Resources to Safeguard Children and Youth from Harm from Adults

- (a) Each party is responsible to develop their own policies, procedures, guidelines and/or resources to help training and support their employees, partners, First Nations and stakeholders in current practices to safeguard children from harm.
- (b) Parties will share training as relevant to the audiences they have responsibility to train.
- (c) Each party will be responsible for their mandated training and will coordinate training as required to support the duty of care to all children that they provide programs and services to.

- (d) This training can include but is not limited to:
- i. Department of Education's Student Protection Policy: Preventing and Responding to Harm by Adults and related procedures
 - ii. Canadian Centre for Child Protection - Online Commit to Kids training and other resources
 - iii. FCS Mandatory Duty to Report training
- (e) The Parties agree to work together to develop consistent and readily available guidance materials for DOE staff to:
- i. Understand the circumstances in which they must share information with FCS ;
 - ii. Make appropriate referrals to FCS when a child is in need of protective intervention;
 - iii. Understand mandatory reporting and other reporting obligations and understand what type of information to provide to FCS; and
 - iv. Understand the circumstances in which FCS reports back to DOE, a community, or a person the results from an investigation, pursuant s. 28(4) of the CFSA.

9. Representatives

- 9.1 The signatory to this joint agreement, that is the Assistant Deputy Minister of Insured Health and Social Services and the Assistant Deputy Minister of Schools and Student Services will act as the point of contact and will be responsible for all official communications between the Parties regarding this joint agreement.
- 9.2 Each signatory may appoint a representative on their behalf as the point of contact and be responsible for all official communications between the Parties regarding this joint agreement. The signatory will communicate the appointment to the respective signatory in writing.

10. Review

- 10.1 The Parties will meet quarterly to discuss the operation of this joint agreement.

- 10.2 The Parties may meet at any time for any reason review, amend or update this joint agreement.
- 10.3 Based on the review, this joint agreement may be amended, varied, or modified at any time if agreed in writing and signed by all Parties.

11. Termination

- 11.1 This joint agreement may be terminated at any time by either Party with 60 calendar days written notice with reasons to the other party.

12. Dispute Resolution

- 12.1 The Parties are committed to a collaborative process where each will listen to the other's comments, concerns, and complaints to find common ground.
- 12.2 Where a conflict arises between the Parties in either the interpretation or application of this joint agreement, the Parties will make all reasonable efforts to resolve the conflict.
- 12.3 The dispute resolution process begins at the frontline with the appropriate FCS workers and DOE school-based staff who will work collaboratively and make all reasonable attempts to discuss the conflict and develop a mutually acceptable solution.
- 12.4 If the conflict remains unresolved, then the relevant FCS supervisor and the superintendent or executive director of the 3 school authorities will work collaboratively and make all reasonable attempts to discuss the conflict and develop a mutually acceptable solution.
- 12.5 If the conflict continues to remain unresolved, then the Director of FCS and the Executive Director of Inclusive Policy and Practice will work collaboratively and make all reasonable efforts to discuss the conflict and develop a mutually acceptable solution.
- 12.6 If the conflict continues to remain unresolved, then the Assistant Deputy Minister of Schools and Student Services and the Assistant Deputy Minister of Insured Health and Social Services will work collaboratively and make all reasonable efforts to discuss the conflict and develop a mutually acceptable solution.

13. Signatories

Department of Education:



Cassandra Kelly, Assistant Deputy Minister of Schools and Student Services

Date April 12, 2023

Department of Health and Social Services:



Jennifer Gehmair, Assistant Deputy Minister of Insured Health and Social Services

Date April 12, 2023.

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