

## **Data Sharing Terms of Reference**

### **1.0 Background**

Analyzing and making decisions that are guided by evidence is essential in our goal of improving outcomes for First Nations students. The Department collects a wide variety of student data that can assist First Nations and the Department in designing programming to address student needs help. The Department is willing to share non-identifying data with First Nations and in the past has shared data on request. An agreement regarding the sharing of data on First Nations students enrolled in the K to12 Yukon Education System will ensure a consistent and timely approach to data sharing.

(the "Agreement")

### **2.0 Purpose of the Agreement**

2.1 The purpose of the Agreement is to:

- i) improve educational outcomes for all First Nations students;
- ii) promote a collaborative approach to education;
- iii) build on the significant data collection that Yukon Education collects related to student achievement;
- iv) provide mechanisms for the annual sharing of data sets that do not identify individual students or other personal information unless parental permission is granted;
- v) provide mechanisms for the Parties to update or revise data sets and operationalize the various commitments set out in the Agreement.

2.2 Section 4.0 of the Agreement establishes a sub-committee of the Joint Education Action Plan (JEAP) to oversee monitor and guide the specific tasks that the Parties agree to undertake in order to establish the data required to support the improvement of education outcomes for First Nations Students.

### **3.0 Composition of the <sup>Sub</sup>Oversight Committee**

3.1 The Oversight Committee will consist of:

(a) A sub-committee of the membership of the Joint Education Action Plan (JEAP) Committee

- 3.2 One alternate member for each Party may be designated to assist in the work of the Oversight Committee when regular members are not able to attend.
- 3.3 Each Party may change their representatives on the Oversight Committee from time to time at their sole discretion on reasonable notice to the other Party.

#### **4.0 Duties of the JEAP Data Sharing Sub-Committee**

In accordance with its purpose, the JEAP Sub-Committee will provide advice and recommendations on the implementation and monitoring of the Agreement. The Sub-Committee will:

- 4.1 Establish rules and procedures for the timely and efficient management of the business of the Sub-Committee ;
- 4.2 Provide an on-going forum for communication and collaboration among the Parties related to the implementation of timely, accurate data sets;
- 4.3 Oversee, monitor and guide the implementation of Schedule A: Work Plan Priorities for data sharing (the “Schedule”);
- 4.4 Annually provide a detailed How are We Doing Report and a undertake a detailed review of the Schedule and where appropriate, recommend amendments to the YG Deputy Minister and ??? for formal approval;
- 4.5 Act as the initial dispute resolution body for the implementation of the Schedule;
- 4.6 Assist and support each other in accordance with the obligations of the Agreement;
- 4.7 Develop and maintain implementation guidelines to facilitate the effective and efficient implementation of the commitments and obligations set out in the Agreement and the Schedule.
- 4.8 Receive technical support from YG for technical/scientific expertise.

#### **5.0 Funding the JEAP Sub-Committee**

YG shall be responsible for and bear all of the JEAP Sub-Committee representatives’ remuneration, costs and expenses directly or indirectly associated with their respective representatives’ attendance at the aforesaid meetings.

## **6.0 Term of Sub-Committee Representatives**

- 6.1 Sub-Committee representatives will serve for such period as determined by ...and YG. The Parties may replace their respective Sub-Committee representatives at any time, subject to provision of notice in writing to the other Parties.
- 6.2 ... and YG will fill any vacancies created by the resignation of their respective representatives on the Oversight Committee in a timely fashion as they may occur.

## **7.0 Oversight Committee Operating Procedures**

- 7.1 Meeting Procedures:
  - (a) The Sub-Committee will meet at least 3 times per school year, with additional meetings as required;
  - (b) Meeting dates and agendas will be set at least two weeks in advance;
  - (c) Meeting summaries of key decisions and points of discussion will be recorded and circulated after each Oversight Committee meeting;
  - (d) Unless otherwise agreed, meetings will take place in Whitehorse. Sub-Committee members may participate by video or teleconference; and,
  - (f) The Oversight Committee will make decisions and recommendations by consensus.
- 7.2 A quorum will be two members of the Oversight Committee consisting of at least one member from each of TH and YG.
- 7.3 Sub-Committee members will collaborate to achieve the Agreement's purpose. Sub-Committee members have the responsibility to:
  - (a) Effectively represent the interests of First Nations and YG;
  - (b) Keep informed about the broad scope of education issues within TH Traditional Territory;
  - (c) Facilitate effective communication between First Nations and YG; and,
  - (d) Make timely decisions for those matters that are operationally time sensitive.

## **8.0 Sub-Committee Support**

- 8.1 The responsibility to organize and chair meetings of the Sub-Committee will rotate among the members of the Committee, which will include:

- (a) . Scheduling and arranging meetings;
  - (b) Preparing materials to assist the Committee to carry out their work;
  - (c) Producing and distributing meeting
  - (d) Follow-up with Committee members on action items as required;
- 8.2 The Sub-Committee will arrange for appropriate logistical and administrative support, which will include:
- (a) Responding to information requests,
  - (b) Developing and managing public communications and correspondence for review by the Committee;
  - (c) Drafting documents, developing work plans; and,
  - (d) Other duties as required.
- 8.3 With the agreement of all members, the Sub-Committee may invite persons with specialized information that is relevant to education
- 8.4 Sub-Committee members will contribute information from their respective areas of expertise that will assist the Committee in achieving the objectives of its mandate.

## **9.0 Amendment to Terms of Reference**

These Terms of Reference may be amended by an agreement in writing by unanimous consent of the members of the Oversight Committee.

## **10.0 Confidentiality**

Unless otherwise agreed by the Parties, all correspondence, meetings and documents related to the implementation of the Agreement shall be considered confidential and not available to the public, unless disclosure is required by law

**Signed by the Designated Representatives of ....and YG**

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Name Date

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Witness Date

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Name Date

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Witness Date

TOR 17.7 Oversight Committee March 2015 draft

