

COLLABORATION AGREEMENT

BETWEEN

Durham District School Board (DDSB)

and

_____ (External Agency)

This Collaboration Agreement is a mutually beneficial, ongoing and supportive arrangement between the parties, to provide expanded opportunities to enhance student success.

DESCRIPTION OF THE EXTERNAL AGENCY

Name:

Address:

Validation of Status: [append documentation]

Mandate:

DESCRIPTION OF THE SERVICE/PROGRAM

Program/Service Goals:

Program/Services Expected Outcomes:

Alignment with DDSB's Strategic Directions: Durham Directions, Our Plan for Student and School Success 2009-2013 :

Description:

[Include information on the following: format (e.g., group, classroom, or school wide), specific grades, resources required (space, materials, etc...).]

Contact Person(s):

Time Lines:

TERMS OF THE COLLABORATION AGREEMENT

As outlined in the DDSB Procedure: *Policy/Program Memorandum # 149, Protocol for Collaboration Agreements with External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Service Professionals, and Paraprofessionals*, all required documentation will be attached to this agreement.

School Responsibilities

_____ (Name of School) agrees to involve the school administrative staff, other applicable school staff, and DDSB professional support services staff, and to:

1. Participate in the collaborative development of programs/services and ensure consistency with the School Improvement Plan.
2. Monitor the progress of the programs/services and set priorities based on needs identified in the School Improvement Plan.
3. Review program/service outcomes, recommend modifications, and provide advice to the External Agency program administrator.

External Agency Responsibilities

The External Agency agrees to:

1. Collaborate with the DDSB Communication Department regarding any promotional activities.
2. Operate within the context of the DDSB's Strategic Directions: Durham Directions, Our Plan for Student and School Success 2009-2013, DDSB policies and procedures including, but not limited to those related to: abuse and neglect of students, equity and human rights, safe schools, and criminal background checks. It is understood that the Education Act, privacy legislation, and collective agreements govern DDSB operations.
3. Ensure that any participant who experiences trauma or a crisis during the term of a Collaboration Agreement activity is referred for assistance to the External Agency's supervisory staff and that the school principal be informed as well as other appropriate Board staff (e.g., school social worker, psychometrist, or psychologist).
4. Staff sign in at the office and carry a visitor's pass.

Qualifications/Supervisory Relationships

Staff of the External Agency must either be members of a regulated professional College in Ontario or their service must be supervised by a member of the relevant regulated professional College in Ontario. Evidence of current qualification of staff and/or supervisors must be appended to the Agreement.

Criminal Background Checks - Vulnerable Sector Screening

To comply with Regulation 521/01 "Collection of Personal Information" under the Education Act, the External Agency covenants and agrees to provide the Ontario Education Services Corporation (OESC), or such other entity as the DDSB may designate, with consent to perform a criminal background check including Criminal Code (Canada) convictions, pardoned sexual offenses, records of convictions under the Controlled Drugs and Substances Act, Narcotic Control Act and Food and Drugs Act and all outstanding warrants and charges for every individual who may come into direct contact with pupils on a regular basis. The OESC-issued Identification Card must be worn by External Agency staff members when they are at the Schools. The OESC Identification Card is valid for a period of three years.

Under the terms of the Agreement, the DDSB has sole and unfettered discretion to prohibit External Agency staff members from entering the Schools and to terminate the Agreement if the External Agency fails to obtain or renew the OESC Identification Cards according to the DDSB Policy on Criminal Background Checks. All costs associated with obtaining criminal background checks are paid by the External Agency.

Proof of Insurance

External Agencies must provide a certificate of insurance, naming the DDSB as an additional insured, evidencing General Liability as well as Professional Liability in the amount of five million (\$5,000,000.00) and to include cross-liability and severability of interest as well as 30 day cancellation notice clause.

Informed Consent and Confidentiality

The External Agency is responsible for informing parents/legal guardian(s) of the programs/services provided. A signed consent form must be obtained where required. A copy of the consent form, if applicable, is appended to this Agreement. In cases of whole classroom support, a copy of the letter informing parent/legal guardian(s) of the services being offered is appended.

The DDSB and the External Agency agree that confidentiality will be maintained in accordance with the requirements of the Municipal Freedom of Information and Protection of Privacy Act, the Personal Health Information Protection Act, the Education Act, and the Child and Family Services Act.

Dispute Resolution

In the event that a disagreement or dispute between the parties occurs, a joint advisory committee will be convened. The committee will consist of no less than three representatives from the DDSB and no less than three representatives of the External Agency. If unable to agree then Superintendent of Education/Special Education will make the final decision.

External Agency Resources Committed

It is agreed that the External Agency will share their time, resources and expertise, and energy to provide students with success-enhancing experiences.

Fees or Payment

The following sets out the fees or payment that will be made and the time lines for making these fees or payment:

[insert fees and schedule]

School Space Requirement

The following school space is required for the program/services:

[insert space requirement]

If applicable, the External Agency is responsible for completing the DDSB's Community Use of Schools Permit Application Form and submitting the form to the Community Use of Schools Coordinator. The permit must be issued prior to commencement of the program/services. The External Agency agrees to:

- Leave the space in the condition that it was found after each session
- Pay, as deemed required by the DDSB, to clean the space and/or repair damage to the space or equipment in the space as a result of the Agency's use of the space.

In the event the DDSB becomes unable to provide the Space to the Agency for reasons beyond its control, including but not limited to Acts of God, labour dispute, emergency or other unforeseen contingency, all obligations of the DDSB to the Agency shall immediately be suspended, to recommence if reasonably feasible when the period of disruption ends, or subject to termination of all obligations by the DDSB if, in its sole discretion, recommencement is no longer reasonably feasible.

At the discretion of the DDSB it is agreed to provide the space at no-cost to the External Agency.

Evaluation

The External Agency will develop and implement the program/services evaluation plan in consultation with the DDSB. The evaluation will be completed by _____. The evaluation tools are appended to this Agreement. If research is conducted as part of the program evaluation, a separate research application will be required.

Research

Research requests shall be made in writing by the External Agency to the DDSB Research Advisory Committee.

Indemnification

The External Agency shall indemnify and hold harmless the DDSB with respect to any costs, claims, damage or damages, proceedings, or other liability or potential liability arising out of, or in any way related to, the use of any and all school premises, resources and equipment, and the External Agency shall assume overall responsibility and liability for, and arising in any way out of, the Program or Program activities, including any liability in any way arising directly or indirectly from the conduct of the External Agency staff and other persons present on, or in school premises for purposes reasonably related to the Program.

Assignment

Neither the DDSB nor the External Agency shall assign or in any way transfer this Agreement, or any of its rights, privileges, duties, or obligations hereunder without the consent in writing of the other party being obtained. Either party may arbitrarily refuse such consent.

Amendment

The DDSB and the External Agency agree that any amendment to this Agreement shall be in writing and signed by the DDSB and the External Agency prior to implementation, and that once signed such amendment shall be appended to and shall form part of this Agreement.

Notice

Any notice to be given under this Agreement will be personally delivered or sent by prepaid registered mail addressed to the parties at their respective addresses, as follows:

The External Agency

DDSB

Superintendent of Education/Special Education
Durham District School Board
400 Taunton Road East
Whitby, Ontario L1R 2K6
Tel: 905.666.6371 / Fax: 905.666.6923

Termination

It will be understood that the Principal or DDSB may refuse access to the school premises by the External Agency staff at any time.

The DDSB and External Agency agree that this agreement may be terminated by mutual consent or upon thirty days written notification by either party.

Term

The parties agree that this agreement commences on _____ and terminates on _____.

Signed this _____ day of _____, 20____.

Principal

Name of School, DDSB

Name, Title

Name of External Agency

*DDSB Superintendent of Education/
Special Education*

Date