



# Collaborative Relationships for Extended Services (CRES) Partnership Agreement

As outlined in the Board [Policy and Procedure #663.0, Partnerships with External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Service Professionals and Paraprofessionals](#), all required documentation associated appendices must be attached to this agreement.

## **YORK REGION DISTRICT SCHOOL BOARD Responsibilities**

York Region District School Board (YRDSB) agrees to involve applicable school and student 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 \_\_\_\_\_ (insert name of External Agency) agrees to fulfill the obligations of the Agreement within the context of the York Region District School Board's Mission, Vision, Values, Multi-Year Strategic Plan, Director's Annual Plan, Board Improvement Plan and all Board policies and procedures including, but not limited to those related to: Partnerships with External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Service Professionals and Paraprofessionals, equity and inclusivity, human rights, safe schools, abuse and neglect of students and criminal background checks. The External Agency further agrees to the following stipulations:

### *Qualifications/Supervisory Relationships*

Staff of the External Agency must be Regulated Health Professionals and/or Regulated Social Service Professionals or supervised by Regulated Health Professionals and/or Regulated Social Service Professionals (i.e. Member of the College of Psychologists of Ontario and/or member of the Ontario College of Social Workers and Social Service Workers). The External Agency agrees it is responsible for supervising and evaluating the performance of its employees performing services under this Agreement.

### *Criminal Background Checks - Vulnerable Sector Screening (VSS)*

The External Agency will maintain, at its cost, current VSS records of all individuals engaged in program delivery. Each Party acknowledges and agrees that the safety and wellbeing of program participants is of paramount importance. The External Agency shall not permit any individual to be in contact or communicate with program participants where that individual's VSS results raise reasonable cause for concern relative to the safety and wellbeing of program participants.

Upon arrival at a school, External Agency staff are required to register at the main office and carry a visitor's pass. Upon departure, External Agency staff are required to de-register at the main office



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### *Proof of Insurance*

The External Agency shall acquire and keep in full force and effect throughout the Term of this Agreement, and any extension or renewal thereof, comprehensive general liability insurance, naming the York Region District School Board as additional insured, with limits in an amount of not less than \$5,000,000.00 per occurrence. Upon execution of this Agreement, The External Agency shall provide evidence that such insurance is in place, unless such evidence has already been provided.

### *Description of Program*

The External Agency shall:

- deliver services in a manner which builds capacity; and
- provide a description of the program provided including title, goals, expected outcomes, intervention format (i.e., group, classroom, or school wide), specific grades, resources required (space, materials, etc...), timelines, contact person and evidence of congruence with the York Region District School Board [mission, vision and values](#). A copy of the description of the program shall be **appended** to this Agreement

### *Communication*

Collaborate with the York Region District School Board's Corporate Communications Department regarding any promotional activities. All promotional information and/or activities are subject to the Board's Corporate Communications Department approval.

### *Research*

The External Agency shall make research proposals in writing to the York Region District School Board's Research Department providing details of the proposal as outlined in the [research application form](#).

### *Program Evaluation*

Each year the External Agency shall work with York Region District School Board's staff to collaborate on the evaluation of programs and services provided. The proposed method and tools of evaluation shall be included with this Agreement.

### *Informed Consent*

The External Agency in consultation with the York Region District School Board is responsible for informing parents/legal guardian(s) of the programs and/or services provided. A signed consent form must be obtained where required. A copy of the required consent form is **appended** to this Agreement. In cases of whole classroom support, a copy of the required letter informing parent/legal guardian(s) of the services being offered is appended.



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### *Confidential Information*

Confidential information means all information or material that is of a proprietary or confidential nature, regardless of whether it is identified as proprietary or confidential and includes personal information about an identifiable individual. The External Agency agrees to ensure that during and following the Term of this Agreement the confidentiality and security of all Confidential Information will be maintained, and that Confidential Information will not be disclosed or used except in compliance with the Municipal Freedom of Information and Protection of Privacy Act, the Education Act, the Personal Health Protection Act, the Child and Family Services Act and any other applicable laws.

### *Dispute Resolution*

In the event that a dispute between the parties occur, a joint advisory committee will be convened. The committee will consist of representatives from the York Region District School Board, CRES committee and representatives of the External Agency. If these parties are unable to resolve the dispute, then the applicable Superintendent of Schools and the Superintendent of Student Services will make the final decision.

### *Fees*

The External Agency recognizes and accepts no fees will be charged for programs and/or services it provides to the York Region District School Board.

### *Location Requirement*

The External Agency will consult with the York Region District School Board to confirm and arrange a location within a school to provide program(s) and/or services. If applicable, the External Agency is responsible for completing the York Region District School Board's Community Use of Schools Permit. The permit must be issued prior to commencement of the program(s) and/or services.

The External Agency agrees to:

- leave the space in the condition that it was found after each session; and
- pay, as deemed required by the York Region District School Board, 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 York Region District School Board becomes unable to provide the location to the External Agency, all obligations of the York Region District School Board to the External Agency shall immediately be suspended.



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## *Indemnification*

The External Agency shall indemnify and hold harmless the York Region District School Board 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 and/or services provided.

## *Assignment*

The External Agency shall not assign or in any way transfer this Agreement, or any of its rights, privileges, duties, or obligations hereunder without the consent of the York Region District School Board being obtained.

## *Termination*

It will be understood that the York Region District School Board may refuse access to the school premises by the External Agency staff at any time.

The York Region District School Board 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 two year Agreement will commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Name, Title*

\_\_\_\_\_  
*Name of External Agency*

\_\_\_\_\_  
*Coordinating Superintendent of Student Services and Well-Being*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*CRES Committee Chair*

\_\_\_\_\_  
*Date*