

Title	COLLABORATIONS FOR THE BENEFIT OF STUDENTS	Procedure No.	2029b
Department	DIRECTOR'S SERVICES		
Reference(s)		Effective Date	2015 Dec. 15

1.0 APPLICATION

1.1 This Procedure applies to and uses the term “**Collaborations**” to describe a broad array of possible arrangements between Thames Valley District School Board (“**TVDSB**”) and organizations (“**Participants**”) to work together: to improve student achievement and the student experience; and, to optimize the utilization of resources. TVDSB anticipates that the majority of Collaboration opportunities will relate to:

1.1.1 information technology;

1.1.2 intellectual property and the development of learning resources; and

1.1.3 facilities and property.

1.2 This Procedure does not apply to:

1.2.1 Donations from individuals, organizations, community groups and TVDSB school groups, for specifically identified school projects, enhancements, equipment or programs benefiting TVDSB, which are addressed in TVDSB Policy and Procedure No. 1006A - Fundraising Activities and Donations for School Projects, Enhancements, Equipment and Programs.

1.2.2 The establishment of awards, scholarships, bursaries and loan funds from the community to recognize student achievement, good citizenship qualities and to support student financial needs, which is addressed in TVDSB's policy and Procedure No. 2013 - Student Awards, Scholarships, Bursary and Loans.

1.2.3 The types of arrangements contemplated by TVDSB's Procedure 4015b – Community Planning and Facility Collaboration Opportunities, specifically co-building opportunities.

1.2.4 Sponsorship arrangements as contemplated by Procedure No. 2029a Sponsorships.

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- 1.2.5 Circumstances when other boards of education are working with TVDSB to develop learning resources, as mandated by the Ministry of Education.

2.0 **ADMINISTRATIVE APPROACH**

- 2.1 If a Collaboration opportunity is identified and Administrative Council has indicated a willingness to investigate the opportunity further, a work group of TVDSB representatives (a “**Work Group**”), will be identified. This Work Group will develop a written agreement addressing the terms and conditions of the proposed Collaboration arrangement for approval by Administrative Council.
- 2.2 Administrative Council will report all collaboration opportunities to TVDSB’s Chairs’ Committee, who will determine which Collaboration opportunities and any related written agreements require the approval of the Board of Trustees.
- 2.3 A central registry will be maintained by Director Services for all Collaboration agreements. Work Groups will ensure that final agreements are entered into such registry.
- 2.4 An annual report will be provided to TVDSB’s Board of Trustees on the status of Collaborations.

3.0 **WORK GROUP RESPONSIBILITIES**

- 3.1 The following is a non-exhaustive list of items each Work Group should address when developing their recommendations, and ultimately any agreement, for a Collaboration opportunity:
 - 3.1.1 Identify how the opportunity benefits student achievement and well-being, the student experience and TVDSB generally.
 - 3.1.2 Identify what benefits will be derived by the Participant and why it is interested in the opportunity.
 - 3.1.3 Confirm the opportunity is consistent with the mission, vision and commitments of TVDSB.
 - 3.1.4 Confirm that the opportunity is consistent with all applicable TVDSB policies, procedures and guidelines and all Ministry of Education guidelines, policies and directives.
 - 3.1.5 Confirm that the potential arrangement is within TVDSB’s mandate under the *Education Act* (Ontario).
 - 3.1.6 Determine what statutes, regulations and other laws will apply to opportunity. Particular attention should be given to applicable privacy laws.
 - 3.1.7 Confirm that student safety will not be compromised. In particular, confirm whether Regulation 521/01 – Collection of Personal Information applies. To the extent it does, ensure it is addressed in the agreement.

- 3.1.8 TVDSB is subject to the *Broader Public Sector Accountability Act* and the Broader Public Sector Procurement Directive (the “**BPS Directive**”). The BPS Directive provides a framework for the acquisition of goods and services by TVDSB. If a Participant will be providing TVDSB with goods or services in connection with the proposed arrangement, TVDSB’s Purchasing Services will be required to review the proposed arrangement from the perspective of the BPS Directive, whether or not TVDSB will be providing the Participant with any consideration for the goods or services in question.
- 3.1.9 Consideration needs to be given to any impact the proposed arrangements might have on TVDSB’s collective agreements.
- 3.1.10 Consider the need for parental consents.
- 3.1.11 Identify relevant financial aspects of the proposed arrangement. Determine any initial and ongoing costs which are to be borne by TVDSB and the Participant.
- 3.1.12 Collaboration opportunities should not:
- 3.1.12.1 be used to replace public funding for education; or
 - 3.1.12.2 be used to support items funded through provincial grants, such as classroom learning materials, textbooks and repairs or for capital projects that increase operating costs.
- 3.1.13 Determine appropriate management, oversight and reporting arrangements in the context of the proposed arrangement.
- 3.1.14 Detail roles, responsibilities and deliverables of each party.
- 3.1.15 Undertake a comprehensive risk analysis of all aspects of the proposed arrangement and work with Ontario School Boards’ Insurance Exchange (OSBIE) to determine appropriate insurance coverages for both parties. Determine what indemnification provisions are appropriate in the circumstances.
- 3.1.16 Conduct appropriate due diligence with respect to the undertakings, reputation and financial position of the Participant.
- 3.1.17 TVDSB’s and the Participant’s ownership of personal and intellectual property developed as a result of, or contributed to, the Collaboration. In all circumstances, TVDSB is to retain ownership of its real property.
- 3.1.18 Confirm proposed ownership and other rights in respect of any products or outcomes from the proposed arrangement.
- 3.1.19 Determine the appropriate term (length of time) of the proposed arrangement.

3.1.20 Determine what early termination provisions might be appropriate.

3.1.21 Confirm that the Participant is aware that it shall not be entitled, by virtue of any arrangement, to influence any TVDSB decisions. The parties are to be and remain independent and no Participant will be given authority to bind TVDSB in any regard.

3.1.22 Determine appropriate dispute resolution methodologies for the proposed arrangement.

3.1.23 Generally, a Participant shall only be permitted to assign any rights it has in respect of a Collaboration arrangement on the express written consent of TVDSB, which TVDSB may withhold in its discretion.

3.2 Appendix A to this Procedure sets out additional considerations and requirements depending on what the proposed arrangement relates to.

3.3 Each Work Group is also responsible for:

3.3.1 Preparing of written report for delivery to Administrative Council and which addresses the considerations set out in section 3.1 of this Procedure; and

3.3.2 Submitting to Administrative Council the proposed form of agreement for the proposed arrangement.

4.0 **CONFLICTS**

4.1 Board personnel shall not use their influence or position for personal gain in connection with the advancement of any Collaboration opportunity.

APPENDIX A

CONSIDERATIONS FOR COLLABORATIONS FOR THE BENEFIT OF STUDENTS

A. INFORMATION TECHNOLOGY

In considering a proposed arrangement in respect of information technology (i.e. hardware and software), the Work Group should:

1. Have TVDSB's Information Technology Services review and report on the proposed arrangement as a whole, but, in particular, with respect to compatibility issues, if any. TVDSB's Information Technology Services should be also asked to comment on typical lifespan of any technology involved and the costs of maintenance of same.
2. Address how any technology is to be dealt with at the end of the term of any proposed arrangement.
3. Confirm who will be responsible for overseeing the maintenance and updating of any technology, and any associated costs.
4. Appropriate operational and service standards should be considered and addressed.
5. A thorough understanding of the privacy issues involved (including, ensuring compliance with all applicable privacy legislation), will be essential.
6. All installations of any technology shall involve both TVDSB's Facilities Services Department and TVDSB's Information Technology Services to ensure adherence to all applicable TVDSB operating guidelines and procedures, including, TVDSB's Designated Substances Handling Procedure.
7. Consider access and usage issues.
8. Consider warranty issues.

B. INTELLECTUAL PROPERTY AND THE DEVELOPMENT OF LEARNING RESOURCES

In considering any proposed arrangement which involves the development or creation of intellectual property (i.e. new original works and inventions), and particularly regarding the development of learning resources, each Work Group will:

1. Obtain advice from legal counsel as to the necessity for obtaining agreements regarding ownership issues in respect of any original works or creations ("**Works**"), including, the obtaining of waivers of moral rights where appropriate.
2. Consider licensing and usage of Works by others.

3. Consider appropriate non-disclosure and confidentiality agreements with respect to original Works.
4. Recognize that TVDSB has resources in terms of personnel with specific expertise in particular curriculum areas. Each Work Group is to obtain input from those TVDSB personnel who have expertise in the applicable area.

C. FACILITIES AND PROPERTY

Collaboration arrangements involving TVDSB facilities present a unique set of considerations. TVDSB is responsible not only for safety and emergency procedures, but is also responsible for the care and well-being of its students while in TVDSB facilities. The following is a non-exhaustive list of items to be considered:

1. TVDSB must have unfettered discretion to: establish rules and issue directives regarding its facilities, including the ability to restrict access to its schools and grounds (in appropriate circumstances).
2. TVDSB should not make any representations and warranties regarding the suitability of its facilities for any particular purpose.
3. TVDSB should address the possibility for damage to occur to its facilities, when used by persons other than TVDSB staff and students.
4. TVDSB is to have control over all aspects of its facilities, including, the design, construction, alteration, repair and maintenance of its facilities.
5. TVDSB facilities may contain certain designated substances (within the meaning of Ontario Regulation 490/09), as a result no Participant, or person for whom it is responsible for at law, will be allowed to engage in any activities which might disturb designated substances. Appropriate provisions regarding the handling of designated substances should be included in applicable agreements.
6. Standards of conduct for Participants should be established. Participants must agree to comply with TVDSB emergency, safety and general operating procedures.
7. Agreement for the use of TVDSB facilities must address the possibility of strikes, lock-outs, school closures and the complete or partial destruction of the TVDSB facility in question.
8. All agreements for the use of TVDSB facilities by Participants must acknowledge TVDSB's arrangements with its custodians.