



PROTOCOL AGREEMENT

HIGH PERFORMANCE ATHLETE PROGRAM (HPA)

THIS AGREEMENT is made as of the _____ day of _____, 200__.

BETWEEN:

YORK REGION DISTRICT SCHOOL BOARD

Name of School: _____

Address: _____

(herein after referred to as the "Board")

and

(NAME OF SPORT AFFILIATION)

Trainer's Name: _____

Address: _____

(herein after referred to as "Training Supervisor")

and

Parent/Guardian or Adult Student

Full Name(s): _____

Address: _____

(herein after referred to as "Parent/Guardian or Adult Student")

PURPOSE:

This protocol agreement is a formal acknowledgement of the collaborative relationship between the above-noted parties, and their respective roles and responsibilities, to provide instructional support for YRDSB High Performance Athlete (HPA) students who are competing at the provincial or national level with a recognized sports affiliation.

PROGRAM OBJECTIVES:

The HPA program provides an opportunity for elite-level student athletes to access specialized intensive training while completing academic course work required for the successful completion of Ontario's secondary school curriculum expectations, as outlined by the Ministry of Education.

HPA students will work towards the successful completion of Cooperative Education credit(s) and an enhancement of their learning skills as exemplified by their self-confidence, adaptability and independence.

White: School

Yellow: Parent/Student

Pink: Training Supervisor

A. DEFINITIONS:

For the purposes of this Agreement:

“Agreement” means this High Performance Athlete (HPA) Protocol Agreement and any Schedules attached herein.

“Parties” means the Parties to this Agreement, namely (1) the York Region District School Board (“Board”) and (2) Training Supervisor and (3) the Parent/Guardian of the Student or Adult Student.

“Personal information” means any recorded information about an identifiable individual, including personal health information, but does not include the individual’s name, job title and work addresses or work telephone numbers.

“Personalized Placement Learning Plan” means the documentation that outlines the course of study for the placement component of the HPA Co-op program and the basis of assessment and evaluation for the granting of credits; attached as Schedule 1 to this Agreement.

“Program” means the High Performance Athlete Program.

“Student” means a student of the Board and a participant of the High Performance Athlete Program.

“Statement of Understanding” means an agreement of course expectations, policies and procedures of the Cooperative Education program, expectations regarding student conduct and accountability and consequences of not meeting these expectations; attached as Schedule 2 to this Agreement.

“Work Education Agreement” means an employment record of the training participant (student) that is collected under the authority of the Workplace Safety and Insurance Act. Policy/Program Memorandum (PPM76A); attached as Schedule 3 to this Agreement.

B. ROLE AND RESPONSIBILITIES OF THE BOARD:

1. The Board shall conduct an assessment of the Student prior to the Student’s acceptance and placement in the Program, including Program readiness interviews with the Student and a review of the Student’s training program, as referenced by the *YRDSB-HPA Program Criteria form*, attached as Schedule 4 to this agreement.
2. The Board shall conduct a pre-placement assessment of the training supervisor as defined by the Ministry of Education, as referenced by the *YRDSB Teacher Monitor Checklist and Anecdotal Report: Pre-placement Assessment*, attached as Schedule 5 to this agreement.
3. The Board shall establish a Communication Plan, attached to this Agreement as Schedule 6, with the Training Supervisor and the Parent/Guardian or Adult Student to assist with ongoing communication between the Parties throughout the duration of the Student’s participation in the Program, as referenced by Student Logs, Accident/Injury Reporting Guidelines, Assessment and Evaluation, Course of Study.
 - a. The Communication Plan shall identify Parent/Guardian or Adult Student meetings with the School to review Program expectations and the Student’s progress.
4. The Board shall provide general health and safety awareness training for the Student, during the pre-placement component of the program. (first 20 hours) as referenced by the *YRDSB Safety Training Agreement form*, attached as Schedule 7 to this agreement.

5. The Board shall identify and implement the program requirements for Cooperative Education as defined by the Ministry of Education.
 - a. A Cooperative Education teacher (Co-op Teacher) will be assigned by the Board to develop a Co-op program for the Student. The Co-op Teacher shall assess and evaluate the Student's progress and achievement of the Cooperative Education program requirements.
 - b. The Principal shall assign high school credits to the Student upon successful completion of the Cooperative Education program requirements.

C. ROLE AND RESPONSIBILITIES OF THE TRAINING SUPERVISOR:

6. The Training Supervisor shall organize and facilitate the initial orientation of Program for the Student.
7. The Training Supervisor shall assist to implement the Communication Plan, attached to this Agreement as Schedule 6.
8. The Training Supervisor shall provide health and safety training specifically related to the sport(s) participated in by the Student within the first week of the Co-op Program as defined by the *YRDSB Safety Training Agreement*, attached as Schedule 7 to this agreement.
9. The Training Supervisor shall assist with the development, implementation, and communication of expectations outlined in the Student's Personalized Placement Learning Plan, attached to this Agreement as Schedule 1.

D. ROLE AND RESPONSIBILITIES OF THE PARENT/GUARDIAN OR ADULT STUDENT:

10. The Parent/Guardian or Adult Student shall recommend the appropriate Training Supervisor for the Student and ensure that supervision by the Training Supervisor is in place and meets the standards set by the Board, as referenced by *YRDSB Placement Supervisor Guide and Pre-placement Assessment*, attached as Schedule 5 and Schedule 8 to this agreement.
11. The Parent/Guardian or Adult Student shall provide emergency contact information for the Student and identify any health-related needs of the student to the Board and the Training Supervisor on or before the Student's acceptance in the Program, as referenced by the *YRDSB HPA Application form*, attached as Schedule 9 to this agreement.
 - a. The Parent/Guardian or Adult Student shall notify the Board of any changes to the Student's emergency contact or health-related information.
12. The Parent/Guardian or Adult Student shall ensure that the Student has the appropriate travel documentation (i.e. passport, student visas, and permits), transportation arrangements and out-of-province/overseas health insurance, as required.
13. The Parent/Guardian or Adult Student shall determine, within the parameters set out in the Program, when and where it is appropriate for the Student to train and compete.
14. The Parent/Guardian or Adult Student shall maintain effective communication with the Board and the Training Supervisor, in accordance with the Communication Plan, attached to this Agreement as Schedule 6.
15. The Parent/Guardian or Adult Student shall ensure that the Student and Parent/Guardian or Adult Student read, review and abide by the following two (2) Board documents, and the conditions set out therein:

White: School

Yellow: Parent/Student

Pink: Training Supervisor

- i. "Statement of Understanding", attached to this Agreement as Schedule 2; and
- ii. Board Policy No. 640.0 "Extended Student Study Tours" and the accompanying form "Informed Consent Agreement - Field Trip - Multi-Day" attached to this Agreement as Schedule 10.

E. JOINT RESPONSIBILITIES OF THE TRAINING SUPERVISOR AND THE PARENT/GUARDIAN OR ADULT STUDENT:

16. The Training Supervisor and the Parent/Guardian or Adult Student shall assume responsibility for the safety and supervision of the Student while the Student is training and during competitions.
17. The Training Supervisor and the Parent/Guardian or Adult Student shall develop and implement a Safety and Health Emergency Plan, as part of the Communication Plan, which may be implemented both within and outside of the Board, for the Student.
 - a. The Safety and Health Emergency Plan shall be developed by the Training Supervisor and the Parent/Guardian prior to the student commencing the Co-op program and shall be disclosed to the Board for approval, as referenced by the *YRDSB Student Workplace Accident/Injury Reporting Process*, attached as Schedule 11 to this agreement.
 - b. The Safety and Health Emergency Plan shall include provisions for access to regular and emergency health support in Ontario, in Canada, and out of Canada in accordance with the Student's health insurance.
18. The Training Supervisor and the Parent/Guardian or Adult Student shall keep the Board informed of any behavioural, health and/or safety issues that might impact the Student's performance.
 - a. Any behaviour contrary to the Board's Code of Conduct may result in discipline up to and including removal from the Program and expulsion from the school or all schools of the Board.
19. The Training Supervisor and the Parent/Guardian or Adult Student shall organize all national/international travel accommodations, inclusive of tickets, cancellation insurance, and health insurance for the Student, as required.
 - a. Where applicable, arrangements for travel accommodations shall include all transportation, food and lodging.

F. TERM & TERMINATION:

20. This Agreement shall commence on the start date of the Work Education Agreement (WEA) and shall terminate on the end date of the Work Education Agreement (WEA), unless agreement terminated earlier in accordance with the provisions in clause 21, attached as Schedule 3 to this agreement.
21. This Agreement may be subject to earlier termination as follows:
 - a. On mutual consent of the Parties, at any time.
 - b. Immediately by a party, if another party is in material default or breach of any covenant, agreement or stipulation contained in this Agreement and does not remedy the default or breach within five (5) calendar days of receipt of written notice specifying the nature of the breach or default.
 - c. Upon the removal of the Student from the Program.
22. In the event that the Board determines, in its sole discretion, that cancellation of the Program is necessary, and the Student continues training, the Training Supervisor and Parent/Guardian or Adult

Student shall be solely responsible for all aspects of training, including student supervision and that the Student will no longer be monitored by the Board for credit acquisition purposes.

23. If at any time any party, despite the exercise of due care and diligence, is prevented by any strike, lockout or industrial action, Act of God, enactment or lawful rule or decree of any governmental authority having jurisdiction, insurrection, riot or other civil commotion, war or enemy action, or any other similar cause which that party could not reasonably be expected to avoid, from performing or observing any obligation which it is required under this Agreement to perform or observe, that obligation will be suspended for so long as the party continues to be so prevented, or if it becomes apparent that the obligation under the Agreement can no longer be performed, the Agreement will then terminate.
 - i. The Board will work collaboratively with all Parties to put educational programming in place within the Board that will best ensure that the Cooperative Education credits the Student is working towards achieving are not in jeopardy.

G. PRIVACY:

24. The Board acknowledges and agrees that it is subject to and will comply with all relevant laws and regulations pertaining to privacy of and access to personal information, including personal health information.
25. The Parties each acknowledge and agree to maintain strict confidentiality of any confidential information of the Parties and not allow it to be used or disclosed to anyone, except:
 - i. to authorized representatives of the Board or Training Supervisor or the Parent/Guardian or Adult Student, as applicable, for only those purposes relating to the performance of their duties and obligations under this Agreement; or
 - ii. if disclosure is required by law; or
 - iii. if such party has the express consent or written permission of the party and any other consents required by law.
26. The Training Supervisor and Parent/Guardian or Adult Student shall each immediately notify the Board by telephone if:
 - i. confidential information is stolen, lost, accessed by unauthorized persons or collected, used or disclosed inappropriately; or
 - ii. disclosure is required by law.
27. The Parties each agree to cooperate with each other and follow all required Board privacy policies and procedures in the event of a privacy breach, complaint or incident and take all necessary steps to address such breach, complaint or incident, and such requirement will survive the expiration or earlier termination of this Agreement.

H. INDEMNIFICATION:

28. The Board agrees to hold harmless and indemnify the Training Supervisor, its managers, employees and agents from any and all third party claims, demands, actions, or suits that may arise out of negligent acts or omissions of the Board, its employees, officers, directors, trustees, managers and agents in the performance of this Agreement, unless such negligent acts or omissions are at the direction of or occasioned by the Training Supervisor, its employees or agents.

29. The Training Supervisor agrees to hold harmless and indemnify the Board, its employees, officers, directors, trustees, and agents from any and all third party claims, demands, or actions, that may arise out of the negligent acts or omissions of the Training Supervisor, its employees or agents in the performance of this Agreement, unless such negligent acts or omissions are at the direction of or occasioned by the Board, its employees, officers, trustees or agents.
30. This indemnity will survive the expiration or earlier termination of this Agreement.

I. INSURANCE:

31. Students enrolled in the Program are not eligible for WSIB coverage by the Ministry of Education.
32. All students in the Program must have health insurance coverage for costs incurred following an emergency situation resulting from an accident or sudden illness that takes place outside of the Student's place of residence. The period of coverage must include the entire term of this Agreement. This coverage shall be arranged by the Parent/Guardian or Adult Student. In the case of travel outside of the province this insurance must provide protection worldwide. All details concerning the health insurance program offered by the insurer will be disclosed to the Board, the Training Supervisor, and the Parent/Guardian or Adult Student as part of the Safety Health Emergency Plan.
33. The Board and Training Supervisor shall maintain and keep in force general liability insurance, with an insurance company licensed to do business in the Province of Ontario and Dominion of Canada for third party bodily injury, personal injury and property damage to an inclusive limit of not less than five million (\$5,000,000) dollars per occurrence.

J. ASSIGNMENT:

34. No party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other parties, which consent will not be unreasonably withheld or delayed.

K. APPLICABLE LAW AND DISPUTE RESOLUTION:

35. This Agreement is to be governed by and interpreted according to the laws in force in the province of Ontario and the laws of Canada applicable therein.
36. The Parties agree that they shall at all times attempt to resolve any dispute, claim or controversy with respect to issues arising out of this Agreement amicably and in good faith.
 - a. In the event, that the dispute, claim or controversy remains unsettled by the professional staff of the Parties, the Parties agree to submit to mediation, by a mediator mutually agreed upon by the Parties. If mediation is unsuccessful, the Parties agree to the jurisdiction of the courts of the province of Ontario for the resolution of any disputes that may arise from this Agreement and to pay equal shares in any fees and costs related to the resolution of such disputes.

L. ENTIRE AGREEMENT:

37. The clauses and Schedules to this Agreement constitute the entire agreement between the Parties and shall not be amended in any manner except by agreement in writing and signed by or on behalf of Board and the Training Supervisor and the Parent/Guardian or Adult Student.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SIGNED, SEALED and DELIVERED

In the presence of

YORK REGION DISTRICT SCHOOL BOARD: _____
School

Per: _____
School Principal

SPORTS AFFILIATION: _____
Name of Sports Affiliation

Per: _____
Training Supervisor

PARENT/GUARDIAN or ADULT STUDENT: _____
Name (printed)

Per: _____
Parent/Guardian or Adult Student Signature

STUDENT: _____
Student Signature