STUDENTS IN EDUCATIONAL PROGRAMS IN CARE, TREATMENT, CUSTODY AND CORRECTIONAL FACILITIES (CTCC Programs) - TRANSFORMATION

This Project Agreement effective as of 1st day of October 2013.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF EDUCATION

AND Rainbow District School Board

Section 1.0 Definitions

1.1 Unless otherwise specified in this Project Agreement, capitalised words and phrases have the meaning set out in the Master TP Agreement entered into between the Ministry and the Board on June 1, 2009 ("MTP Agreement").

1.2 In this Project Agreement, the following words and phrases have the following meanings:

"Project" means "Students in Educational Programs in Care, Treatment, Custody and Correctional Facilities - Transformation", as further described in Appendix 1, which forms a part of this Project Agreement.

Section 2.0 The MTP Agreement

2.1 This Project Agreement is entered into pursuant to, incorporates by reference and is governed by the MTP Agreement.

2.2 All terms and conditions of the MTP Agreement apply to this Project Agreement except as set out in this Project Agreement.

2.3 In the event of a conflict between this Project Agreement and the MTP Agreement, the MTP Agreement shall govern (unless otherwise specified).

Section 3.0 Term of Project Agreement

3.1 The Project Agreement shall be in effect from October 1, 2013 up to and including August 29, 2014.

Section 4.0 The Project

4.1 The Board agrees to apply the Funds to the Project as described in and in accordance with the MTP Agreement and as more particularly specified in Appendix 1 attached to this Project Agreement.

4.2 The Board shall adhere to the timelines set out in Appendices 1 to 3.

4.3 Any changes to the Project Agreement shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.
Section 5.0 Contacts and Notices

5.1 Board Representative
Norm Blaseg, Director of Education
Rainbow District School Board
69 Young St
Sudbury ON P3E 3G5
Telephone: (705) 674-3171 (Ext: 7215) Email: blasegn@rainbowschools.ca

5.2 Ministry Representative
Barry Finlay, Director
Special Education Policy and Programs Branch
The Ministry of Education
18th Floor, Mowat Block
900 Bay Street
Toronto ON M7A 1L2
Telephone: 416-325-2889 Email: barry.finlay@ontario.ca

5.3 Notice shall be made in accordance with Article 17 of the MTP Agreement save and except for the Board and Ministry Representatives provided above in sections 5.1 and 5.2.

Section 6.0 Funds

6.1 The Ministry shall pay the Board Maximum Funds in an amount not to exceed $11,151 in accordance with the Payment schedule as set out in Appendix 1.

6.2 The Board acknowledges that the Funds available to it pursuant to the Project Agreement shall not exceed the Maximum Funds.

6.3 The Board shall not use the Funds for any costs, including taxes, for which it will receive, or is eligible to receive, a rebate, credit, or refund.

6.4 In keeping with government transfer payment directives, funding is to be used prudently with a focus on accountability and transparency. Travel, meal, accommodation and hospitality expenses are to demonstrate value for money and be considered necessary and economical with due regard for health and safety. Alcohol is not an eligible expense and is not to be served at events or meetings, nor can it be included as part of any individual meal, travel, accommodation or hospitality expense.

Section 7.0 Disposal of Assets

7.1 In accordance with section 5.4 of the MTP Agreement, the Board shall not, without the Ministry’s prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceed $ “N/A” at the time of purchase.

Section 8.0 Ministry’s Right to Terminate Project Agreement

8.1 Non Appropriation of Funds: If the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Project Agreement, the Ministry may terminate the Project Agreement in accordance with Article 13 of the MTP Agreement, and the provisions of Article 13 apply with all necessary modifications.
8.2 **Upon Default:** The following shall constitute Events of Default, in addition to the Events of Default defined in Article 14 (1) of the MTP Agreement, if the Board:

a) neglects or fails to carry out the Project properly or diligently and in accordance with this Project Agreement; or

b) fails to observe any of its obligations required by the Project Agreement, in addition to the performance of the Project; or

c) the Board fails to remedy any such default or delay as required by any notice to remedy the said default within the time so specified in the notice.

8.3 **Action upon Default:** If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions in accordance with section 14 (2) of the MTP Agreement, with necessary modifications:

a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation or completion of the Project;

b) suspend the payment of Funds for such period as the Ministry determines appropriate;

c) reduce the amount of the Funds;

d) cancel all further installments of Funds;

e) demand the repayment of any Funds remaining in the possession or under the control of the Board;

f) demand the repayment of an amount equal to any Funds the Board used for purposes not agreed upon by the Ministry;

g) demand the repayment of an amount equal to any Funds the Ministry provided to the Board;

h) demand the transfer and delivery to the Ministry of all materials produced in attempting to carry out the Project, as set out in Article 5 of the MTP Agreement; and/or

i) terminate the Project agreement immediately upon giving Notice to the Board.

8.4 **Opportunity to Remedy:** In addition to its rights provided for in section 8.3, the Ministry may provide the Board an opportunity to remedy the Event of Default by providing Notice to the Board:

a) of the particulars of the Event of Default; and

b) of the period of time within which the Board is required to remedy the Event of Default.

8.5 **Board not Remediying:** If the Ministry has provided the Board with an opportunity to remedy the Event of Default pursuant to section 8.4 and:

a) the Board does not remedy the Event of Default within the time period specified in the Notice;
b) it becomes apparent to the Ministry that the Board cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as the Ministry considers reasonable; or

c) the Board is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry, the Ministry may initiate any one or more of the actions provided for in sections 8.3 d, e, f, g, h and i

8.6 Without Cause: The Ministry may terminate the Project Agreement at any time, without cause, upon giving at least 14 days Notice to the Board. In the event of such termination the Ministry may:

a)cancel all further instalments of Funds;

b)demand the repayment of any Funds remaining in the possession or under the control of the Board; and/or

c)determine the Wind Down Costs, and:

(i) permit the Board to offset the Wind Down Costs against the amount the Board owes pursuant to section 8.6(b); and/or

(ii) subject to section 6.2 provide Funds to the Board to cover the Wind Down Costs.

8.7 Effective Date: The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

Section 9.0 No Subcontracting or Assignment

9.1 The Board shall not subcontract or assign the whole or any part of the Project Agreement or any Funds under it without the prior written consent of the Ministry. Such consent shall be in the sole discretion of the Ministry and subject to the terms and conditions that may be imposed by the Ministry.
IN WITNESS WHEREOF the parties hereto have executed this Project Agreement as of the date first above written.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Education

Barry Finlay, Director
Special Education Policy and Programs Branch

Rainbow District School Board

Norm Blaseg
Director of Education

I/We have authority to bind the Board.
APPENDIX 1 TO PROJECT AGREEMENT

STUDENTS IN EDUCATIONAL PROGRAMS IN CARE, TREATMENT, CUSTODY AND CORRECTIONAL (CTCC) FACILITIES - TRANSFORMATION

PROJECT DESCRIPTION AND TIMELINES

Description:

In 2013-14 the ministry will provide school boards with funds for professional development to support educators in CTCC programs in the areas of:

- Mental Health Awareness
- Targeted programming and e-Learning
- Integrated education and treatment/case management planning
- Transitioning students to the community and/or placement in schools

The Ministry of Education, in partnership with the Ministry of Children and Youth Services, will be hosting regional sessions for Section 23 educators and agency staff in custody and correctional settings. The Ministry of Children and Youth Services recently released the Youth Justice Education and Skills Training Success Strategy which focuses on improving outcomes for youth in or at risk of conflict with the law. These sessions will support the goals within this strategy and address the topics listed above, as well as provide opportunity to foster professional learning communities at the regional level. We will be looking for input into the content and delivery of these sessions to ensure regional needs are met.

Additionally, school boards with Section 23 programs dedicated to supporting students in care and treatment settings will receive funding to deliver professional development. Focussing on the four target areas above, boards will be asked to deliver professional learning opportunities for their educators in care and treatment settings. Boards may wish to engage their Board mental health leader, student success personnel and e-Learning coordinator in creating programming for these sessions.

Purpose:

The purpose of this funding is to support professional development and capacity building for educators in all Section 23 programs and settings.

Boards with Youth Justice (YJ) and/or Correctional Section 23 Programs will be invited to attend a one day professional development session within their region in the spring of 2014. This funding will support the travel and release time of your S23 teachers in a YJ educational program and allow for the attendance of up to three (3) participants from each program. Should you wish to send additional participants you are asked to contact your Regional Office. Details as to dates and logistics will follow.

The remaining funds are to be used to support professional learning for educators in Care and/or Treatment section 23 settings to focus on mental health awareness, integrated education and treatment/case management planning, transition planning and/or targeted programming and e-Learning.
PAYMENT SCHEDULE:

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<thead>
<tr>
<th>PAYMENT DATE OR MILESTONE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>Signing of Project Agreement</td>
<td>$11,151</td>
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APPENDIX 2 REPORTING REQUIREMENTS

Boards are asked to complete the Reporting Template and return to Kathryn Nowina at kathryn.nowina@ontario.ca by August 31, 2014.

REPORTING TEMPLATE

Please provide a summary of your organization's professional learning activities pertaining to supporting educators in Section 23 Educational Programs indicating how funds were spent and a description of any effective practices that emerged relating to the four focus areas. If you are willing to share any of the resources that may have been developed to support the professional development, kindly return along with this template so they may be shared provincially.

Approved by:

Signature: __________________________________________

Title: ______________________________________________

Date: ____________________________________________
APPENDIX 3 TO PROJECT AGREEMENT
STATEMENT OF ATTESTATION AND CONFORMITY
TO MINISTRY OF EDUCATION FINANCIAL REQUIREMENTS

AGREEMENT: made in duplicate as of October 1, 2013.

TERM OF AGREEMENT: October 1, 2013 up to and including August 29, 2014.

REPORTING DEADLINE: October 31, 2014.

1. Financial Contractual Obligations:

I hereby declare that our school board has spent its transfer payment allocation for this initiative, Students in Educational Programs in Care, Treatment, Custody and Correctional Facilities – Transformation with the terms of the project funding agreement, Generally Accepted Accounting Principles (GAAP) and Ontario Government Transfer Payments Guidelines and Directives.

2. Financial Spending Obligations:

A. I certify that our school board has spent $__________ of the $11,151 transfer payment allocation for this initiative Students in Educational Programs in Care, Treatment, Custody and Correctional Facilities - Transformation.

B. A cheque made out to the Ministry of Finance representing the total of the unspent funds plus interest will be returned to the Ministry within 15 days of the end of the Agreement. If applicable, the cheque should be sent to the address listed below:

Barry Finlay, Director
Special Education Policy and Programs Branch
18th Floor, Mowat Block
900 Bay Street
Toronto, ON M7A 1L2

C. The spending records are subject to Ministry audit whenever requested.

D. The Statement of Attestation and Conformity to Ministry of Education financial requirements should be signed, scanned and emailed to tpa-edu@ontario.ca with the reference in the subject line: Special Education – CTCC Programs - Transformation.

Name of Board: Rainbow District School Board

Board Authorized Signing Officer: ____________________________

Date: ____________________________

CTCC Programs - Transformation
School Year 2013-14