



Joint Consortium for School Health

Governments Working Across the Health and Education Sectors

Pan-Canadian Joint Consortium for School Health AGREEMENT

1.0 Background

In 2005, provincial and territorial Ministries of Education and Health and the Public Health Agency of Canada established the Joint Consortium for School Health to facilitate a comprehensive and coordinated approach to health promotion in the school setting. The agreement establishing the Joint Consortium for School Health expired on March 31, 2010.

By virtue of this agreement (“the Agreement”) being entered into by provincial and territorial Ministers of Education and Health (or equivalent health promotion ministry), hereinafter collectively called “the Parties”, the Joint Consortium for School Health (“the Consortium”) is continued.

The Agreement builds upon the initial vision for the creation of the Consortium. It provides greater clarity of the roles and responsibilities of the Parties and committees. It reaffirms the commitment of governments to work collaboratively across jurisdictional boundaries and the traditional sectors of health and education. It supports the ongoing work of the Consortium and acknowledges the value of the relationships created and nurtured since the creation of the Consortium.

2.0 Purpose of the Consortium

The purpose of the Joint Consortium for School Health is to be a catalyst to strengthen cooperation and capacity among the Parties to better accomplish mutual goals and support shared mandates regarding the promotion of the health of children and youth in Canadian schools.

The Consortium will provide leadership and facilitate a comprehensive approach to school health by building the capacity of education and health systems to work together by:

- strengthening cooperation among ministries, agencies, departments and others in the support of healthy schools;
- building the capacity of the education and health sectors to work together more effectively and efficiently; and
- promoting understanding of, and support for, the concept and benefits of comprehensive school health.

Five long term outcomes associated with achieving the Consortium's vision are increased:

- Policy coordination
- Research coordination
- Inter-sectoral action between education and health
- Systemic collaboration and efficiency
- System capacity

3.0 Commencement and Duration of Agreement

This Agreement commences April 1, 2010 and remains in force until March 31, 2015.

4.0 Governance Structure

4.1 Consortium Lead

The Consortium will be led by the Lead Jurisdiction. The Lead Jurisdiction will be selected by the majority of the Parties for the lesser of the duration of this Agreement or a five year period.

4.2 Deputy Ministers' Committees

The Joint Consortium for School Health will be governed by two Deputy Ministers' committees – the Advisory Committee of Deputy Ministers of Education (ACDME) and the Conference of Deputy Ministers of Health (CDMH).

The Deputy Ministers of Health (or Healthy Living/Wellness) and Education in the Lead Jurisdiction will act as liaisons between the JCSH and their respective provincial/territorial deputy ministers' tables with responsibility for tabling the annual reports, seeking strategic direction and facilitating approvals of the strategic plans and Management Committee Terms of Reference. The liaison Deputy Ministers in the Lead Jurisdiction may name another Deputy Minister within the same sector in another jurisdiction to provide the leadership function.

The Conference of Deputy Ministers of Health shall invite the Public Health Agency of Canada (PHAC) to appoint a similarly senior representative to participate in discussions of the Deputy Ministers' Committee in an advisory capacity, but that representative will not be a member of the Committee.

4.3 Role and Responsibilities of the Deputy Ministers' Committees

The two Deputy Ministers' committees will be the governing bodies of the Consortium, and will provide strategic direction for the Consortium by:

- establishing a Management Committee as the operational committee of the Consortium and approving its Terms of Reference;
- providing strategic information and direction to the Management Committee;
- approving the Strategic Plan and any subsequent amendments to the plan, submitted by the Management Committee to the Deputy Ministers' committees;
- reviewing and accepting the Annual Report with financial statements, submitted by the Management Committee; and
- tabling the annual report at an annual intergovernmental meeting of the Ministers of Health and an annual intergovernmental meeting of the Ministers of Education.

Meetings are not required to be held in person. Business may be conducted in any manner determined to best meet the needs of the Committee members.

Decisions of the Deputy Ministers' committees shall be communicated by the Liaison Deputy Minister to the Chair of the Management Committee.

5.0 Consortium Secretariat

The Parties agree to continue the operation of a Joint Consortium for School Health Secretariat ("the Secretariat").

The Secretariat will coordinate the activities of the Joint Consortium for School Health and provide administrative support to the Consortium, under the direction of an Executive Director.

The Lead Jurisdiction will host the Consortium Secretariat function and will hire, supervise and evaluate the Secretariat Executive Director.

6.0 Addition of a Provincial/Territorial Jurisdiction to the Consortium

A government entity may be invited to join the Consortium on the condition that it becomes a party to this Agreement. Participation is contingent upon payment of an amount determined at the time by the Deputy Ministers' committees.

7.0 Withdrawal of a Provincial/Territorial Jurisdiction from the Consortium

Any party can withdraw from the Agreement by providing 90-day written notification to the Liaison Deputy Ministers of the two Deputy Ministers' committees.

In the event of withdrawal, the party shall pay a pro-rated portion of its contribution fees for the fiscal year in which it withdraws from the Consortium. In addition, the party shall be responsible for its portion of any outstanding contracted work created while the party was a signatory to the Agreement.

8.0 Funding

The Parties agree to fund the salary, benefits, travel and program costs associated with the obligations of their respective representatives serving on the following committees:

- Deputy Ministers' Committees; and
- Management Committee

The Parties agree to fund the salary, benefits and program costs associated with the obligations of School Health Coordinator Committee members. Travel costs associated with committee meetings for one School Health Coordinator member per jurisdiction will be covered by the JCSH. Travel costs associated with attendance at the Management Committee meetings will be covered by the JCSH for one School Health Coordinator Committee Co-chair.

In addition, the Parties agree to provide funding according to Schedule 1 of this Agreement. Funding obligations are contingent upon federal government funding as specified in Schedule 1. Contribution fees are due to the Lead Jurisdiction on or before April 15th, and are to be accounted for separately by the Lead Jurisdiction.

The Consortium may seek other funding sources to supplement funding arrangements articulated in this Agreement.

9.0 General Provisions

9.1 Schedules

The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.

9.2 Variation of the Agreement

This Agreement may be amended at any time by agreement of the Parties.

9.3 Termination of the Agreement by Mutual Agreement

This Agreement may be terminated at any time by unanimous agreement of the Parties.

Termination of this Agreement is without prejudice to the rights, duties and liabilities of the Parties accumulated prior to termination.

Intellectual property developed under the Agreement shall become the property of the Lead Jurisdiction at the time of termination. The Lead Jurisdiction shall grant licences to the Parties for full use of intellectual property developed pursuant to this agreement.

9.4 Legal Rights and Responsibilities

The creation of the Consortium does not constitute a regulatory power or otherwise result in any diminution of the responsibilities of the provincial or territorial Ministers of Education, or any of the provincial or territorial Ministers of Health (or equivalent health promotion ministry).

The Agreement creates legal rights and responsibilities of the Parties with respect to Sections 2 (duration), 6 (withdrawal) and 7 (funding).

9.5 Evaluation

The Parties agree to further evaluation of the Consortium, as determined by the Management Committee.

Schedule 1: Cost-Sharing Agreement

Funding for the JCSH operations and the cost of the Secretariat will be shared among the federal and the provincial/territorial jurisdictions:

- Public Health Agency of Canada will contribute \$250,000 annually; and
- Provinces and territories will match this contribution annually according to the schedule outlined below.

Funds are committed for five years commencing April 1, 2010.

Provincial/territorial jurisdictional contributions are based on a fixed contribution of \$2,000 annually plus a variable portion based on total population of their respective jurisdictions. Jurisdictions with less than one percent of the population will contribute the fixed portion only.

Proportional breakdown of the provincial/territory contribution:

Province / Territory	Total Population	Pop %	Fixed	Variable	Total Contribution
AB	3,290,350	14%	\$ 2,000	\$ 31,029	\$ 33,029
BC	4,113,487	17%	\$ 2,000	\$ 38,791	\$ 40,791
MB	1,148,401	5%	\$ 2,000	\$ 10,830	\$ 12,830
NB	729,997	3%	\$ 2,000	\$ 6,884	\$ 8,884
NL	505,469	2%	\$ 2,000	\$ 4,767	\$ 6,767
NT	41,464	0%	\$ 2,000	N/A	\$ 2,000
NS	913,462	4%	\$ 2,000	\$ 8,614	\$ 10,614
NU	29,474	0%	\$ 2,000	N/A	\$ 2,000
ON	12,160,282	51%	\$ 2,000	\$ 114,675	\$ 116,675
PE	135,851	1%	\$ 2,000	\$ 1,281	\$ 3,281
SK	968,157	4%	\$ 2,000	\$ 9,130	\$ 11,130
YK	30,372	0%	\$ 2,000	N/A	\$ 2,000
<i>Federal</i>					\$ 250,000
Totals	24,066,766	100%	\$ 24,000	\$ 226,000	\$ 500,000

Schedule 2: Parties to the Agreement

Member Jurisdiction		Name	Signature	Date
Alberta	Minister of Health and Wellness			
	Minister of Education			
British Columbia	Minister of Healthy Living and Sport			
	Minister of Education			
Manitoba	Minister of Healthy Living, Youth and Seniors			
	Minister of Education			
New Brunswick	Minister of Wellness, Culture and Sport			
	Minister of Education			
Newfoundland and Labrador	Minister of Health and Community Services			
	Minister of Education			
Northwest Territories	Minister of Health and Social Services			
	Minister of Education, Culture and Employment			
Nova Scotia	Minister of Health Promotion and Protection			
	Minister of Education			
Nunavut	Minister of Health and Social Services			
	Minister of Education			
Ontario	Minister of Health Promotion			
	Minister of Education			
Prince Edward Island	Minister of Health and Wellness			
	Minister of Education and Early Childhood Development			
Saskatchewan	Minister of Health			
	Minister of Education			
Yukon	Minister of Health and Social Services			
	Minister of Education			