



Pan-Canadian Joint Consortium for School Health AGREEMENT

THIS AGREEMENT made this 01 Day of April, 2020.

BETWEEN:

Ministers of Education for the provinces of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Saskatchewan, and the territories of Northwest Territories, Nunavut, and Yukon,

(hereinafter referred to as “provincial and territorial Ministers of Education”)

OF THE FIRST PART

AND:

Ministers of Health and/or Wellness for the provinces of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Saskatchewan, and the territories of Northwest Territories, Nunavut, and Yukon,

(hereinafter referred to as “provincial and territorial Ministers of Health/Wellness”)

OF THE SECOND PART

WHEREAS in 2005, provincial and territorial ministers of Education and provincial and territorial ministers of Health and the federal Minister of Health established the Pan-Canadian Joint Consortium for School Health (JCSH) to facilitate a comprehensive and coordinated approach to health promotion in the school setting. The JCSH received a second five-year mandate from the federal, provincial, and territorial deputy ministers of Health on June 19, 2009 and from the provincial and territorial deputy ministers of Education on September 03, 2009. A third mandate was signed by all parties on April 01, 2015.

AND WHEREAS by virtue of this agreement (“the Agreement”) being entered into by provincial and territorial Ministers of Education and the provincial and territorial Ministers of Health

and/or Wellness, hereinafter collectively called “the Parties”, the JCSH is continued (2020-2025).

THE PARTIES AGREE that the terms and conditions of their relationship are as follows:

1.0 Purpose of the JCSH

- 1.1 The purpose of the JCSH 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.
- 1.2 Recognizing that every province and territory has initiatives in place to foster healthy school environments, the JCSH provides a forum for key representatives of government ministries responsible for health and education to:
 - Facilitate and promote collaboration among its inter-governmental provincial and territorial membership;
 - Facilitate jurisdictions to work together and to support and build capacity within its member governments;
 - Encourage the education and health sectors to work together efficiently and effectively while promoting and integrating learning, health, and well-being in the school setting.
- 1.3 Three long-term outcomes associated with achieving the JCSH’s Vision are:
 - Member jurisdictions experience increased capacity, collaboration, and efficiency in their efforts to promote optimal health, well-being, and learning outcomes for all students.
 - There is a continual exchange of information and knowledge related to optimal health, well-being, and learning outcomes for all students among member jurisdictions.
 - The JCSH is recognized by other FPT bodies and key stakeholders for their expertise in the promotion of initiatives to improve the health, well-being, and learning for all students.

2.0 Commencement and Duration of Agreement

- 2.1 Once signed by all Parties, this Agreement commences April 1, 2020 and remains in force until March 31, 2025.

3.0 Governance Structure

Consortium Lead

- 3.1 The Government of British Columbia was lead jurisdiction and host of the Secretariat from 2005-2010. The Government of Prince Edward Island has been lead jurisdiction and Secretariat host since 2010. The Government of Prince Edward Island has agreed to continue as lead jurisdiction and Secretariat host for the 2020-2025 mandate. The Government of Nova Scotia has agreed to co-lead the JCSH for 2020-2021.

Advisory Committee of Deputy Ministers of Education and Conference of Deputy Ministers of Health

- 3.2 The JCSH will be governed by the Advisory Committee of Deputy Ministers of Education (ACDME) and the Conference of Deputy Ministers of Health (CDMH).
- 3.3 The CDMH shall invite the Public Health Agency of Canada to appoint a similarly senior representative to participate in discussions related to the JCSH in an advisory capacity.
- 3.4 The deputy ministers of Health/Wellness and the deputy ministers of Education in the lead or co-lead jurisdictions will act as liaisons between the JCSH and their respective provincial/territorial deputy ministers' tables. These liaison deputy ministers in the lead jurisdictions may name another deputy minister within the same sector in another jurisdiction to provide the leadership function.
- 3.5 As the governing bodies, the ACDME and the CDMH will provide strategic direction for the JCSH by:
- establishing a Management Committee as the oversight committee of the JCSH 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 ACDME and the CDMH;
 - reviewing and accepting the annual report with financial statements, submitted by the Management Committee; and
 - tabling the annual report at a meeting of the FPT Ministers of Health and at a meeting of Council of Ministers of Education, Canada (CMEC).

- 3.6 Decisions of the ACDME and the CDMH shall be communicated by the respective liaison deputy ministers to the co-chairs of the Management Committee.

4.0 JCSH Committees

Management Committee

- 4.1 JCSH Management Committee is a decision-making committee that oversees the implementation of the annual work plan (Schedule 2 – Management Committee Terms of Reference).
- 4.2 Management Committee members reflect the interests of their jurisdiction.
- 4.3 The role of the Management Committee representative includes meeting four times annually (by teleconference / videoconference, with one being a joint meeting with School Health Coordinators' Committee).

School Health Coordinators' Committee

- 4.4 JCSH School Health Coordinators' Committee (SHCC) is an operational committee that reports to the Management Committee and implements the annual work plan.
- 4.5 SHCC members provide direct input on their jurisdiction's need and product development.
- 4.6 Members participate in monthly teleconferences / videoconferences and one of which will be joint with the Management Committee.
- 4.7 The SHCC is accountable to the Management Committee. Individual school health coordinators are accountable to their respective jurisdictions in the manner determined by individual jurisdictions.
- 4.8 The roles and responsibilities of the SHCC are outlined in the SHCC Terms of Reference, which are approved by the Management Committee.

5.0 JCSH Secretariat

- 5.1 The Parties agree to continue the operation of a JCSH Secretariat.

- 5.2 The Secretariat functions as neutral support to the co-chairs and members of the JCSH, and facilitates collaboration and sharing of information within the JCSH member jurisdictions.
- 5.3 The Management Committee provides direction to the Secretariat.

6.0 Addition of a Provincial/Territorial Jurisdiction to the JCSH

- 6.1 A provincial/territorial government entity may be invited to join the JCSH on the condition that it becomes a Party to this Agreement. Participation is contingent upon payment of the amount in accordance with the formula as set out in the Cost-Sharing Agreement¹.

7.0 Withdrawal of a Provincial/Territorial Jurisdiction from the JCSH

- 7.1 Any Party can withdraw from the Agreement by providing 90-day written notification to the liaison deputy ministers in the lead jurisdiction.
- 7.2 In the event of withdrawal, the withdrawing Party shall pay a pro-rated portion of its contribution fees for the Fiscal Year (beginning on April 1 of a calendar year and ending on March 31 of the subsequent calendar year) in which it withdraws from the JCSH.

8.0 Funding

- 8.1 The Parties agree to fund the salary, benefits, and program costs associated with the obligations of their respective representatives serving on the Management Committee.
- 8.2 The Parties agree to fund the salary, benefits and program costs associated with the obligations of SHCC members.
- 8.3 The Parties agree to provide funding according to Schedule 1 of this Agreement. Funding obligations by parties are contingent each year upon federal government funding being provided for that year as specified in Schedule 1. The lead jurisdiction will invoice for member contribution fees by April 15th of each year of this Agreement; fees are due within thirty days of receipt of invoice, and are to be accounted for separately by the lead jurisdiction.

¹ See Schedule 1.

- 8.4 Notwithstanding any other provision of this Agreement, the payment of money by any Party is subject to:
- a) there being sufficient monies available in an appropriation, as defined in the applicable legislation of the jurisdiction of the relevant Party (the "Appropriation Legislation"), to enable the applicable Party, in any Fiscal Year or part thereof when any payment of money falls due under this Agreement, to make that payment; and
 - b) the treasury board or other similar decision body of the applicable Party, not having controlled or limited, under the Appropriation Legislation, expenditure under any appropriation referred to in paragraph (a).
- 8.5 The JCSH may seek other funding sources to supplement funding arrangements articulated in this Agreement.

9.0 General Provisions

Schedules

- 9.1 The Schedules to this Agreement 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.

Variation of the Agreement

- 9.2 This Agreement may be amended at any time by unanimous written agreement of the Parties. Amendments may be authorized by the Parties' respective deputy ministers.

Termination of the Agreement by Mutual Agreement

- 9.3 This Agreement may be terminated at any time by unanimous agreement of the Parties provided in writing.
- 9.4 Termination of this Agreement is without prejudice to the rights, duties, and liabilities of the Parties accumulated prior to termination.

- 9.5 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.

Legal Rights and Responsibilities

- 9.6 The creation of the JCSH 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/Wellness.
- 9.7 The Agreement creates legal rights and responsibilities of the Parties with respect to Sections 2 (duration), 7 (withdrawal), and 8 (funding).

Evaluation

- 9.8 The Parties agree to further evaluation of the JCSH, as determined by the Management Committee.

Signatures

- 9.9 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument and notwithstanding their date of execution, shall be deemed to bear the effective date. Delivery of an executed signature page to this Agreement to the Secretariat by any Party by facsimile or electronically scanned copy will be as effective as delivery of a manually executed copy of this Agreement by such Party.



This is page 8 of the *Pan-Canadian Joint Consortium for School Health Agreement* between provincial and territorial Ministers of Education and provincial and territorial Ministers of Health/Wellness.

IN WITNESS WHEREOF this Agreement is effective as of the day and year first above written, once all Parties have signed:

<p>Alberta</p> <p>_____</p> <p>Minister of Health</p> <p>_____</p> <p>Minister of Education</p> <p>FOR THE GOVERNMENT OF ALBERTA Approved pursuant to the <i>Government Organization Act</i></p> <p>_____</p> <p>Intergovernmental Relations, Executive Council</p> <p>_____</p> <p>Date</p>
<p>British Columbia</p> <p>_____</p> <p>Minister of Health</p> <p>_____</p> <p>Minister of Education</p>
<p>Manitoba</p> <p>_____</p> <p>Minister of Health, Seniors and Active Living</p> <p>_____</p> <p>Minister of Education</p>
<p>New Brunswick</p> <p>_____</p> <p>Minister of Social Development</p> <p>_____</p> <p>Minister of Education and Early Childhood Development</p>

Newfoundland and Labrador

Minister of Children, Seniors and Social Development

Minister of Education and Early Childhood Development

Northwest Territories

Minister of Health and Social Services

Minister of Education, Culture and Employment

Nova Scotia

Minister of Health and Wellness

Minister of Education and Early Childhood Development

Nunavut

Minister of Health

Minister of Education

Ontario

Minister of Health

Minister of Education

Prince Edward Island

Minister of Health and Wellness

Minister of Education and Lifelong Learning

Saskatchewan

Minister of Health

Minister of Education

Yukon

Minister of Health and Social Services

Minister of Education

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 \$150,000 annually; and
- Provinces and territories will equitably share the balance (\$100,000) according to the schedule outlined below.

Funds are committed for five years commencing April 1, 2020.

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/territorial contribution:

Province/ Territory	Base Amount	Amount Based on Population %	Total
AB	2,000	11,400	13,400
BC	2,000	12,920	14,920
MB	2,000	3,800	5,800
NB	2,000	2,280	4,280
NL	2,000	1,520	3,520
NT	2,000	0	2,000
NS	2,000	2,280	4,280
NU	2,000	0	2,000
ON	2,000	38,000	40,000
PE	2,000	760	2,760
SK	2,000	3,040	5,040
YK	2,000	0	2,000
Totals	\$24,000	\$76,000	\$100,000

Schedule 2 Management Committee TERMS OF REFERENCE

Preamble

The Pan-Canadian Joint Consortium for School Health (JCSH) was established in 2005 by the federal, provincial, and territorial Deputy Ministers and Ministers of Health and/or Wellness and the provincial and territorial Deputy Ministers and Ministers of Education. The purpose of the JCSH is to provide leadership and to facilitate a comprehensive and coordinated approach to school/student health and/or well-being by enhancing the capacity of the education and health systems to work together to promote the healthy development of children and youth within school community settings.

The JCSH is governed by two Deputy Ministers' committees – the Advisory Committee of Deputy Ministers of Education (ACDME) and the Conference of Deputy Ministers of Health (CDMH) – through a Pan-Canadian Joint Consortium for School Health Agreement (the Agreement), which is approved and signed by senior education and health/wellness officials from each member jurisdiction's government at the outset of each 5-year mandate. Under the terms of the Agreement, the two Deputy Ministers' committees must establish a Management Committee as the oversight body of the Consortium and approve its Terms of Reference.

Purpose

The Management Committee is a forum for information sharing, and consideration of strategic-level issues and collective action related to the purpose of the Consortium.

The Management Committee is accountable to the two Deputy Ministers' committees for the success of the Consortium in meeting its goals.

The Management Committee provides direction to the JCSH Secretariat, the operational unit created under the terms of the Agreement to carry out the day-to-day operations of the Consortium.

Principles

The Management Committee will be guided by the following principles:

- **Partnership:** Members will support actions and decisions that strengthen partnerships across jurisdictions and across traditional health and education sectors.

- **Participation:** Members are engaged to respond to requests from the JCSH Secretariat and other Committee members.
- **Collaboration:** Members will work together in a spirit of collaboration and support decisions that meet mutual needs and priorities.
- **Integration:** Members will support actions and decisions that strengthen the integration of health and education objectives and goals.
- **Innovation and Effectiveness:** Members will support actions and decisions that are based on innovative and evidence-based practices.
- **Open Communication:** Members will openly share information with other members and within their own jurisdictions where that information might affect the ability of the Consortium to meet its goals.
- **Promotion:** Members will actively support the goals of the Consortium within their own jurisdictions.
- **Commitment and Timeliness:** Members will support the operational requirements of the Secretariat by being engaged in the business of the Consortium and by ensuring actions are carried out and decisions are made in a timely manner.

Mandate and Objectives

The Management Committee provides the main forum for discussion, decisions, and actions affecting the work of the JCSH. The mandate of the Committee is to further the Consortium's strategic directions and priorities, as informed by the two Deputy Ministers' committees by:

- exchanging ideas, opportunities, and concerns related to existing and emerging issues;
- providing oversight and direction for projects endorsed by the JCSH and undertaken by the School Health Coordinators' Committee, the Secretariat, and/or task-specific working groups;
- facilitating a linkage between JCSH projects and jurisdictional experts to inform work on such projects;
- providing guidance on alignment between the Consortium objectives and jurisdiction-specific health and educational issues;
- capitalizing on creating opportunities to represent the JCSH in local/provincial/national/international forums;

- participating in discussions and making decisions on strategic or operational matters, as required, to move the JCSH's agenda forward, as outlined in the strategic plan and annual business plan;
- offering a forum for discussion on other health and educational issues where appropriate; and
- applying the existing JCSH evaluation framework to undertake a comprehensive evaluation during the mandate, adjusting strategies and annual work plans accordingly.

Oversight responsibilities of the Management Committee are as follows:

- participate in the evaluation of the Secretariat;
- provide leadership and guidance to the Secretariat, including setting direction and priorities;
- provide leadership and guidance to the School Health Coordinators' Committee, including setting direction and priorities;
- approve Terms of Reference for the School Health Coordinators' Committee;
- identify opportunities to address both established, shared priorities as well as emerging trends;
- annually review the endorsed strategic priorities and objectives for the JSCH's 5-year mandate to inform JCSH work planning;
- provide input to, as well as review and approve annual work plans for the JCSH, inclusive of anticipated resource requirements;
- provide input to, as well as review and approve annual operating budgets prepared by the Secretariat, and oversee the financial and administrative matters of the JCSH, in conjunction with the co-chairing jurisdictions;
- establish/reaffirm the Secretariat's responsibilities based upon the annual budget and work plan;
- provide input to, as well as review and approve an annual report of JCSH activities and financial statements prepared by the Secretariat, and submit them to the two Deputy Ministers' committees each Fiscal Year, on or before July 31; and
- approve and review as needed project charters for external committees and working

groups deemed necessary by members of the Committee to carry out the work of the JCSH. Ad hoc and external working groups and subcommittees are accountable directly to the Management Committee and are required to report back on project charter deliverables.

Oversight and Role of the Co-Chairs and Secretariat Host Jurisdiction

Additional roles and responsibilities specific to JCSH Management Committee Co-Chairs include:

- leading and facilitating the work of the JCSH to achieve its stated priorities, objectives, targets, and deliverables as stated in the annual work plan
- representing the JCSH at the Conference of F/P/T Deputy Ministers of Health and CMEC on issues relevant to the JCSH
- providing direction to and oversight of the JCSH Secretariat.

Membership and Process

Membership: Management Committee members are appointed by the Deputy Ministers in each member jurisdiction and are generally positioned at the executive management level from the education and/or health/wellness ministry.

In order to promote alignment, the Management Committee will invite the Public Health Agency of Canada (PHAC) and the Council of Ministers of Education, Canada (CMEC) to appoint a representative to participate in discussions of the Committee in an advisory capacity, but these representatives will not be full voting members of the Committee.

Committee Chairs: The Management Committee will have two co-chairs, one from the secretariat host jurisdiction, and one representing another member jurisdiction. Ideally, the co-chairs will be selected before the outset of a new JCSH mandate and will remain in place for the duration of the mandate. The secretariat host jurisdiction will be resourced to provide Secretariat support to the JCSH (through the JCSH budget).

Meetings: The Management Committee will meet a minimum of four times each year. All Management Committee meetings will be convened by teleconference or videoconference.

In addition, the Committee will meet as required to provide oversight and direction/advice on major issues.

Alternates at Meetings: An alternate may attend in place of a member but must be empowered

to make decisions on their behalf at the meeting.

Decisions: The Management Committee is a decision-making body. Representation of minimum of fifty per cent of member jurisdictions is required for a quorum. Decisions or recommendations will be reached by consensus (defined below). Divergent views will be fully discussed. Differing opinions will be noted in the meeting records.

The following process will be used to reach consensus on an issue and to make a decision / recommendation. A decision timeframe will be determined by the urgency in which the decision or recommendation must be made:

Each member will state their position on the following four-point scale: Level 1: Fully support; Level 2: Support with reservations; Level 3: Require more information; Level 4: Cannot support.

Consensus has been reached if all members are at Levels 1 or 2. Members can explain their reservations or level of support as part of the meeting record.

If a member requires more information (Level 3), the member must clearly explain what information or discussion is required in order to make their decision.

If a member cannot support the decision (Level 4), the member must try to offer a solution that accommodates their needs and the needs of the rest of the group. All members must seek solutions, improvements or alternatives to meet the objectives of the entire group.

Members must respond to requests for information or input within the agreed upon timeframe. Members failing to respond by the agreed upon time forfeit the opportunity for further input into any related decision.

Communications: The Committee will keep meeting records including records of its decisions. The meeting records will be available to the Committee Members' respective Deputy Ministers.

The Secretariat will prepare and regularly update an "issues tracking" document to assist Members in meeting their obligations for timely and informed decision-making.

Accountability and Reporting: Accountability is to the two Deputy Ministers' committees – ACDME and CDMH.

The Management Committee will support the development of an annual work plan, complete with any resource implications, for the JCSH. Once approved by the Management Committee, the annual work plan and operational budget will be submitted to the two Deputy Ministers' committees for their information. Also, the Committee will support development of an annual report, including financial statements, profiling significant JCSH activities from the previous



Fiscal Year, as well as progress made by the Consortium in meeting its goals and objectives. The annual report will be submitted for approval to the two Deputy Ministers' committees on or before July 31 each year. In addition, the JCSH will reach out regularly to the ACDME and the CDMH to present on key activities, and to identify and better understand opportunities for the JCSH to support their priorities and efforts.

Budget: Administrative costs associated with meetings are covered by the JCSH budget.

Duration: Ongoing per Agreement.

Related Committees: The Committee will establish project charters for any working groups or sub-committees that it decides to form and provide guidance and direction to these groups.