

2023/24 SECONDARY SCHOOLS PARTICIPATION IN SPORTS AGREEMENT (the Agreement")

THIS AGREEMENT is made as of the **30th** day of **June 2023**

AMONG:

THAMES VALLEY DISTRICT SCHOOL BOARD
(**"TVDSB"**)

OF THE FIRST PART

- and –

LONDON DISTRICT CATHOLIC SCHOOL BOARD
(**"LDCSB"**)

OF THE SECOND PART

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree with one another as follows:

1. INTERPRETATION

1.1 In this Agreement, the following terms have the following respective meanings:

- a. **"Agreement"** means this Agreement, including the Schedules hereto, as the same may be amended;
- b. **"Advisory Council"** means the advisory group constituted, from time to time, in accordance with the provisions of section 5.2 of this Agreement;
- c. **"Chair"** means the Chair of a Sports Advisory Committee appointed in the manner contemplated in section 1.3 of Schedule 4;
- d. **"Contest"** means a game, match or other form of athletic competition held pursuant to the arrangements contemplated by this Agreement;
- e. **"Convenor"** means an individual appointed and/or determined to be a Convenor in accordance with section 1.4 of Schedule 4 and otherwise having the responsibilities outlined in the Schedules and section 5 of this Agreement;
- f. **"Coordinator"** means the individual holding the position of Coordinator of Athletics with TVDSB, from time to time;

- g. **“OFSAA”** means the Ontario Federation of School Athletic Associations;
 - h. **“Participating Boards”** means TVDSB, LDCSB and any other board of education or independent school who becomes a party to this Agreement in the manner contemplated in section 2.2 of this Agreement;
 - i. **“Schedules”** means the schedules attached to this Agreement;
 - j. **“Senior Business Official”** means the senior business official of a Participating Board assigned by it to represent it in the respective matters contemplated by this Agreement;
 - k. **“Sports Advisory Committee”** means a Sports Advisory Committee appointed and/or determined in accordance with section 1.2 of Schedule 4 and having the responsibilities described in section 5.4 of this Agreement; and
 - l. **“WOSSAA”** means the Western Ontario Secondary Schools Athletic Association.
- 1.2 The meaning of other capitalized terms used in this Agreement has been provided throughout the Agreement and the Schedules. The convention of not specifying such defined terms in section 1.1 is intentional.
- 1.3 In this Agreement, the singular includes the plural and vice versa and references to any gender shall be deemed to include references to all genders.
- 1.4 The division of this Agreement into sections and subsections, and the insertion of headings, are for convenience of reference only and shall not affect the interpretation of this Agreement.
- 1.5 The following Schedules form part of this Agreement:
- Schedule 1 – **2023/2024** Financial Matters
 - Schedule 2 – Shared Costs
 - Schedule 3 – Objectives, Codes of Conduct and Sportsmanship
 - Schedule 4 – Scheduling Matters
 - Schedule 5 – Organization of Competitive Groupings, etc
 - Schedule 6 – Eligibility
 - Schedule 7 – Student Athlete Game Ejections and Suspensions
 - Schedule 8 – Coaching Issues

Schedule 9 – Equity and Inclusion

2. TVRA PARTICIPATION

- 2.1 Each of the Participating Boards agrees to be bound by and to comply with the terms, conditions and provisions of this Agreement. Furthermore, each Participating Board agrees to use reasonable, good faith, efforts to cause its respective employees, volunteers and others for whom it is responsible for at law to comply with and abide by the provisions of this Agreement.
- 2.2 Contests held pursuant to the arrangements contemplated under this Agreement will be held under the banner of “**Thames Valley Regional Athletics**” or “**TVRA**”.
- 2.3 The Participating Boards recognize and agree that other boards of education or independent schools may be permitted to become a party to this Agreement (and thereby be considered a Participating Board), by executing and delivering an instrument to the following effect:

To: The parties to the Participation in TVRA Contests Agreement (the “**Agreement**”), dated **30th day of June, 2023** and among Thames Valley District School Board, London District Catholic School Board and certain other Participating Boards (as defined therein)

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby acknowledged), the undersigned hereby agrees to be a party to, be bound by and abide by all of the provisions of the Agreement as a Participating Board.

Although an originally executed copy of any such instrument shall be delivered to each of the then Participating Boards, the decision to permit a board of education or independent school to become a party to this Agreement on the basis set forth above shall be determined by TVDSB, after consultation with the other then Participating Boards.

3. FINANCIAL ASPECTS

- 3.1 The parties have agreed that their respective financial commitments in respect of their participation in TVRA Contests for the **2023/24** school year shall be as set forth in Schedule 1.
- 3.2 Subject to the exceptions specifically contemplated in this section 3.2, no Participating Board shall charge or impose any entry or admittance fee to a TVRA Contest. A School or a Participating Board may conduct fundraising activities at a TVRA Contest it is hosting in its own facilities, so long as:
- a. such activities are not undertaken in a manner which would lead a spectator or attendee to reasonably infer that he or she must make a contribution to such activity in order to gain entry to the TVRA Contest; and,
 - b. it is made clear that such fundraising activity is a school activity and not a TVRA Contest related activity.

Any funds raised on the basis set forth above shall belong to the Participating Board whose school hosts the TVRA Contest in question. To the extent that: a TVDSB and/or a London District team sport final (a **"Team Sport Final"**) is played at a third party venue (other than a venue owned and/or operated by a municipality); there is controlled access to such venue; and, the Participating Boards whose respective teams are playing in such Team Sport Final are satisfied that appropriate money handling protocols can be established, an admission fee (agreeable to such Participating Boards) may be imposed and any such admission fees collected shall belong to such Participating Boards to be dealt with as they may agree. Notwithstanding any of the foregoing, to the extent that: a school or a Participating Board conducts fundraising activities at a TVRA Contest it is hosting in its own facilities on the basis described above; or, an admission fee is charged for purposes of a Team Sport Final on the basis described above, the Participating Boards who undertook such fundraising activities or charged such admission fees shall be responsible for all claims and liabilities which may arise as a result of or in respect of their having undertaken such activities and/or charged and collected such admission fees and such Participating Boards shall indemnify and save harmless the other Participating Boards in respect of all claims and liabilities which may arise in respect of such fundraising activities or charging and collecting such admission fees. Admission fees may not be charged or collected by any

Participating Board in respect of individual sport TVRA championships.

- 3.3 Notwithstanding the foregoing, it is acknowledged and agreed that the Participating Boards participate in a United Way fundraising campaign known as “United in Sport”. Part of that fundraising campaign involves selling tickets to certain contests. To the extent that a school within a Participating Board is involved in the collection of any monies in connection with United in Sport, the Participating Board responsible for that school shall be responsible for the payment of such monies to the United Way and no other Participating Board shall have any liability in respect thereof.

4. RULES OF PLAY, WOSSAA AND OFSAA

- 4.1 TVRA Contests shall be administered in accordance with and subject to this Agreement and the respective rules of play (the “**Rules of Play**”) for the respective sport as may be published, from time to time, by TVDSB on the website maintained for TVRA.
- 4.2 To the extent that the Participating Boards elect to have their student athletes compete against one another in a particular sport under this Agreement:
- a. they shall together participate in WOSSAA as a conference, under the TVRA banner, for purposes of such sport. The Coordinator shall endeavor to identify Athletic Directors from the Participating Boards who are willing and able to serve as representatives of the Participating Boards, under the TVRA banner, on the WOSSAA Board of Directors and the WOSSAA **Meeting of the Members** as required.
 - b. they understand that they shall participate in OFSAA contests by prevailing as a WOSSAA Conference, under the TVRA banner, for purposes of such sport. For purposes of clarity, it is understood that in order to compete in an OFSAA contest the respective team/athlete will have to have qualified via the requisite WOSSAA championship requirements.

In the event that a Participating Board elects not to compete **with** the other Participating Boards in one or more sports, that Participating Board shall be responsible for making its own arrangements to participate in WOSSAA for purposes of such sports. To the extent that a Participating Board wishes to host an OFSAA event, it shall be responsible for making its own application for such purposes through WOSSAA and that Participating Board shall be responsible for all costs associated therewith. Finally,

regardless of the circumstances, each Participating Board is responsible for paying any and all fees assessed by or owed to WOSSAA and/or OFSAA, from time to time, in respect of its own students.

4.3 Force Majeure

Force Majeure Events: Notwithstanding anything to the contrary, neither Party shall be in breach of this Agreement if it is unable to perform its obligations hereunder for any reason beyond its reasonable control, including, acts of God (including a pandemic or health event); strike; job action, labour disruption, lockout; natural disaster; fire; floods; storms; accidents, government order or law, or any similar events whatsoever not with the reasonable control of the party affected (a “Force Majeure Event”) making it illegal or impossible to provide facilities or to fulfill the terms of this Agreement, the Parties agree to suspend the application of this Agreement until such time that the force majeure event has concluded.

5. ADMINISTRATION

- 5.1 TVDSB’s Coordinator shall be the individual primarily responsible for overseeing the administration of TVRA Contests, in the manner contemplated in this Agreement and, in particular, Schedules 3 through 8. In developing Schedules 3 through 8, it is recognized that the parties have attempted to achieve a degree of proportion which recognizes that the resources available to the Participating Boards, and in particular TVDSB, are not unlimited. Accordingly, the Participating Boards undertake to encourage their respective employees, volunteers, student athletes and others for whom they are responsible for at law to approach their interactions with the Coordinator and others involved in the administration of TVRA Contests in a manner which recognizes same and demonstrates a spirit of cooperation, good faith and respect.
- 5.2 Periodically, but not less than twice in any calendar year during the currency of this Agreement, the Coordinator shall cause a meeting of an advisory committee (to be known as the “**Advisory Council**”) to be convened. The Advisory Council shall be a non-voting body, whose mandate is to: discuss matters relating to the administration of TVRA Contests as made known to them by the Coordinator and/or their respective constituents; and, provide non-binding input and advice to the Coordinator. Subject to LDCSB’s right to have four (4) of its employees represent it on the Advisory Council (which

right shall be subject to the qualification that such persons otherwise meet the criteria contemplated in this section 5.2), the determination of the identity and number of individuals who will constitute the Advisory Council, from time to time, shall be in the discretion of the Coordinator. The shared objective of the Participating Boards is that the persons appointed to the Advisory Council are knowledgeable of and/or interested in the administration of TVRA Contests and enjoy the consent of their respective Participating Board to serve in such regard. Recognizing that the Advisory Council is an advisory, non-voting body, the Participating Board recognize and agree that the administration of TVRA Contests and the functioning of the Advisory Council will be best served by a spirit of cooperation which fosters the discussion of legitimate issues affecting the administration of this Agreement and TVRA Contests. It is agreed by the Participating Boards, that at no time shall the number of members of the Advisory Council exceed sixteen (16) persons.

- 5.3 The Coordinator shall have the authority to establish and convene such other committees as they may deem necessary or advisable for purposes of assisting with the administration of TVRA Contests and otherwise carrying out the duties and responsibilities contemplated by this Agreement. Unless otherwise required by the constating documents of WOSSAA or OFSAA, such committees will be advisory in nature and non-voting. Regardless, the Coordinator shall be entitled to: determine the composition of any such committees; the identity of the individuals who will serve on such committees (assuming they are willing to do so); and, the rules and procedures for all such committees. Notwithstanding the foregoing, in circumstance when the constating documents of WOSSAA or OFSAA provide for the manner in which any particular committee is to be formed or otherwise provide for the functioning thereof, the Coordinator shall be guided by any such requirements and endeavour to adhere to same. The Participating Boards shall encourage their respective employees to participate in such committees as and when requested by the Coordinator.
- 5.4 The manner in which Sports Advisory Committees shall be established is set forth in section 1.2 of Schedule 4. In addition to the duties contemplated of a Sports Advisory Committee in the Schedules hereto, Sports Advisory Committees should:
- a. periodically review and evaluate league format, scheduling issues and Rules of Play for their respective sport (whether through coaches meetings or otherwise), and provide

recommendations, through its Chair, to the Coordinator for his review and consideration, it being understood that the Coordinator shall be under no obligation to accept or approve such recommendations; and

- b. otherwise assist and cooperate with their respective Convenor(s) and provide reasonable assistance in fulfilling their respective duties as contemplated in Schedule 4.

5.5 The Chair of each Sports Advisory Committee shall be determined and appointed in accordance with section 1.3 of Schedule 4. In addition to the duties contemplated of the Chair in Schedule 4, the Chair should:

- a. convene and act as chairperson of meetings of their respective Sports Advisory Committee, it being recognized that the Sports Advisory Committees are advisory in nature and are to function on a consensus basis; and
- b. report matters and/or recommendations which their Sports Advisory Committee feels should be communicated to the Coordinator.

5.6 The Convenor of each Sports **Conference** shall be determined and appointed in accordance with section 1.4 of Schedule 4. In addition to the duties contemplated of the Convenor in Schedule 4, the Convenor shall have the following responsibilities:

- a. coordinate and arrange for officiating for the respective TVRA Contests (such officials are to be chosen from a list of same provided by TVDSB, from time to time, as a TVDSB approved provider of services);
- b. coordinate and arrange for first aid for the respective TVRA Contests (such first aid providers are to be chosen from a list of same provided by TVDSB, from time to time, as a TVDSB approved provider of services);
- c. facilitate communication with and among coaches in their sport;
- d. coordinate and organize play off competitions for the respective sport, on the basis contemplated in the respective schedule approved for that sport;
- e. arrange with the Coordinator for awards contemplated by the respective Rules of Play;

- f. convene, as interest dictates, pre-season and post-season meetings of coaches within the respective sport for purposes of obtaining input from coaches and discuss matters of concern raised at such meetings with the respective Sports Advisory Committee;
- g. maintain an accurate record of the results of all Contests within the respective sport.

6. TERM

This Agreement shall be in respect of and shall apply to the arrangements contemplated herein for the **2023/24** school year and shall continue until the Participating Boards have fulfilled their obligations under this Agreement (as amended from time to time). To the extent that the parties wish to continue the arrangements contemplated by this Agreement for the **2023/24** school year or subsequent school years, they will need to execute an agreement, in writing, confirming the terms and conditions upon which such renewal will occur, prior to June 30 of the calendar year during which the next school year will commence.

7. DISPUTE RESOLUTION

The Participating Boards agree that the provisions of this section 7.1 are intended to apply with respect to disputes (“**Disputes**”) between the Participating Boards relating to the interpretation and performance of this Agreement. It is not intended that the provisions of 7.1 apply to or have bearing on concerns or disputes advanced by individual student athletes, their families, coaches and/or staff advisors, it being recognized that Schedules 4 through 8 set forth the manner in which such matters will be addressed. On the basis of the foregoing, Disputes shall, in the first instance, be referred to the Executive Superintendent of Program Services (or equivalent) and the Senior Business Officials of the Participating Boards who are subject to the Dispute for resolution on a consensus basis. In the event that the Dispute is not resolved by such parties, the Dispute shall then be referred to the Directors of Education of each of the Participating Boards who are subject to the Dispute for resolution. In the event that said Directors of Education are unable to resolve the Dispute in a timely manner, then such Dispute shall be referred to a mediator jointly selected by said Participating Boards, such mediation to take

place within thirty (30) days of the referral, unless such period is extended by consent of said Participating Boards. If such mediation is unsuccessful, then such Dispute shall be referred to a single arbitrator to be agreed upon by said Participating Boards or, in the absence of agreement, to a single arbitrator appointed by the Court under the provisions of the *Arbitrations Act*, R.S.O. 1991. Any such arbitration shall be conducted in accordance with the provisions of the *Arbitrations Act*, R.S.O. 1991. The award or determination by such arbitrator shall be final and binding upon the Participating Boards subject to such Dispute and there shall be no appeal from such award or determination. The costs of arbitration shall be awarded by the arbitrator.

8. INDEMNIFICATION

Each Participating Board (the “**Indemnitor**”) shall indemnify and hold harmless, the other Participating Boards and their respective directors, officers, trustees, employees and agents (together, the “**Indemnitees**”), from and against any and all claims, demands, damages, liabilities, costs and expenses, including solicitors fees and expenses, which may be suffered by, accrued against or charged to, or recoverable from, the Indemnitees by reason of:

- a. the fraud, negligence or willful misconduct of the Indemnitor and/or its directors, officers, trustees, employees, agents and/or others for whom it is responsible for at law; and
- b. any failure by the Indemnitor to properly discharge any duties which are owed by it to the public at large.

Notwithstanding any of the foregoing, it is understood and agreed that it is the intention of the Participating Boards that individual employees of and volunteers to the respective Participating Boards are not intended to be held personally liable for any advice given or actions taken by them in furtherance of this Agreement, provided such advice is given and/or actions are taken in good faith. Each Participating Board shall indemnify and save harmless their respective own employees and volunteers involved in the furtherance of this Agreement from any and all causes of action, howsoever they may arise, in respect of any such advice or actions.

9. GENERAL

9.1 Any notices to a Participating Board under this Agreement shall be in writing and sent by email, delivery service or mail to the following address:

a. Thames Valley District School Board,
1250 Dundas Street
London, Ontario N5W 5P2
Attention: **Paul Sydor**
Email: p.sydor@tvdsb.ca

b. London District Catholic School Board
5200 Wellington Road South
London ON N6E 3X8
Attention: **Sean Gregory**
Email: sgregory@ldcsb.ca

A Participating Board may change its notice particulars for purposes of this section 9.1, from time to time, by notice in writing.

9.2 A Participating Board may assign its rights under this Agreement to a successor school board, only with the prior written consent of the other Participating Boards and on the condition that the Assignee agrees in writing to comply with all of the Assigning Participating Board's obligations under this Agreement (including any undischarged obligations).

9.3 This Agreement supersedes any previous Agreement in writing or otherwise made between the Participating Boards with respect to the subject matter hereof. Any amendments to this Agreement must be in writing and agreed to by the Participating Boards.

9.4 The parties acknowledge that through their participation in TVRA Contests and by virtue of being a party to this Agreement, they may have access to personal information of staff, students and other individuals. The parties agree to use all reasonable efforts to protect the security of Personal Information and further agree to comply with all the legislation in connection with the collection, use or disclosure of Personal Information.

9.5 Time shall be of the essence hereof.


9.6 The parties acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking. No one party, nor its employees, agents or representatives shall have any right, power or authority to act or create any

obligation, express or implied, on behalf of the other.

- 9.7 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 9.8 If any provision of this Agreement is invalid or unenforceable, it shall be severed from this Agreement without affecting the validity or enforceability of the remaining portions of this Agreement.
- 9.9 This Agreement shall ensure to the benefit of and be binding upon the permitted successors and permitted assigns of the parties hereto.
- 9.10 This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THAMES VALLEY DISTRICT SCHOOL BOARD

Per: 

Per: _____

LONDON DISTRICT CATHOLIC SCHOOL BOARD

Per: 

Per: _____