Windsor-Essex Catholic District School Board

Section: FINANCE

PROCEDURE Pr F:01A PROCEDURE FOR PARTNERSHIPS WITH EXTERNAL AGENCIES: SUPPLEMENTAL STUDENT SERVICES

PROCEDURE:	Pr F:01A
EFFECTIVE:	Dec 18/09
AMENDED:	
RELATED POLICIES:	F:01
REPEALS:	
REVIEW DATE:	2017-2018

1.0 Objective

1.1 To provide the Windsor-Essex Catholic District School Board with a framework for creating and implementing partnerships with external agencies, who provide mental health, physical health or social services, which may involve assessment, counseling, therapy or treatment.

2.0 Definitions

2.1 Partnership Agreement: A formal, written document which outlines the terms and conditions of an external partnership that is signed prior to the implementation of the partnership activities.

2.2 Description of Program or Services: A written record of the Board's and the external mental health, physical health or social services agency's goals, objectives, roles and responsibilities for carrying out collaborative activities.

2.3 External Partnership: An ongoing, mutually beneficial and supportive arrangement between the Board and an external mental health, physical health or social service agency, to enhance or expand opportunities for student success and who share values, objectives, resources and responsibilities to achieve desired learning outcomes. Some partnerships may have limited time involvement while others require intensive involvement for a longer period of time.

2.4 External Providers: The external mental health, physical health or social service agency (including its staff) providing service within the Board.

2.5 Professional Student Services Personnel (PSSP) and Paraprofessionals, for the purpose of this procedure, shall include:

- Audiologist, as defined by the Audiology and Speech-Language Pathology Act, 1991
- Speech-language pathologists, as defined by the Audiology and Speech-Language Pathology Act, 1991

- Occupational therapists, as defined by the Occupational Therapy Act, 1991
- Physiotherapists, as defined by the Physiotherapy Act, 1991
- Psychologist, as defined by the Psychology Act, 1991
- Psychological Associates, as defined by the Psychology Act, 1991
- Social workers, as defined by the Social Work and Social Service Work Act, 1998
- Other regulated professionals and/or paraprofessionals who are deemed by the school board to be essential for the delivery or programs and services for students with special needs
- Any future regulated categories will also be covered by the procedure.

2.6 Joint School Board/PSSP Committee shall be composed of the Superintendent of Education – Learning Support Services (or designate), the Superintendent of Business (or designate), Manager of Human Resources and Policy Development, representatives from CUPE Local 1358.2, Special Services Unit and other members of the Board's Learning Support Services department as required from time to time by the Committee.

3.0 PROCEDURES

3.1 Screening Potential Partners

Prior to entering into a partnership agreement, the potential external partner will be required to complete the Application for Consideration of a Partnership Agreement for External Agencies – (see Appendix A: Application for Consideration of a Partnership Agreement for External Agencies) to provide information about and attest to the following:

(a) Description of the program or service to be offered (summarized in the Description of Program or Service – Appendix B):

- With sufficient detail to address issues such as:
  - History and ownership/funding base of the external provider
  - Nature of the service to be provided
  - Anticipated outcomes of involvement
- Evidence of congruence with the Board's mission, vision and values (information available at www.wecdsb.on.ca)

(b) Names of representatives of the external provider.

(c) Validation of external agency status.

(d) Qualifications/supervisory relationships for external staff providing services:

- For external staff who belong to a regulated Professional College, evidence of current qualification appropriate to the services to be provided (e.g. current

membership in the relevant regulated college of Ontario and a declaration that services will be delivered in accordance with professional standards of practice) is required.

- For external staff who are unregulated (paraprofessionals), evidence that they are working under the supervision of a staff member from the external provider who is a regulated member of the relevant college in Ontario. Details of the paraprofessional's role, responsibilities, the name of his or her immediate supervisor, the supervision plan (including time) and the supervisor's qualifications must be provided.

(e) Informed consent procedures:

- Documentation of the informed consent process for the parent/legal guardian(s) or student who is of age, for the services to be provided is required. A sample form is to be appended to the Application for Consideration of an External Partnership form by the external provider.

- The external provider agrees to complete a WECDSB Consent to the Release of Confidential Information form that shall permit the two-way exchange of information between the Board and the external provider and will be submitted prior to any involvement with a student.

(f) Police reference check:

- The Board has responsibility under law to provide a safe and secure learning environment. External providers must obtain and produce a valid police reference check that is in compliance with the standard check used by the Board (full disclosure) and dated within the past 12 months (with annual review).

(g) Liability/insurance:

- External providers must carry their own insurance which includes professional malpractice coverage (minimum $1,000,000) to insure against civil litigation alleging incompetence, professional errors, omissions or charges laid by professional colleges or parents/legal guardians.
- The external provider is required to provide assurances that their staff is covered while working on board property.

(h) Supervision while in the school:

- The principal will be responsible for the operational activities of the external provider within the school (as per the *Education Act*).
- Clinical supervision of the external provider's staff who are not registered with a College will be provided by the external provider's College registered supervisor under whom the external staff member works.

(i) Respect for the Board's collective agreements with unionized staff:

- External providers agree that the services they are proposing to provide are not in conflict with provisions of collective agreements with WECDSB staff.
- External providers must demonstrate how services to be provided enhance (do not duplicate) current service delivery by Board staff.

(j) Expectations for space and material resources:

- Given the paucity of space and material resources, any needs for space and material resources by the external provider must be clearly articulated and approved.
- Space for Board staff to execute their duties will be ensured prior to offering space to external providers.

(k) Willingness to participate in a conflict resolution process.

- A joint advisory committee, which will consist of no less than three representatives from the Board and no less than three representatives of the external provider, will be convened in the event that a disagreement or dispute between the parties must be resolved.

(l) Agreement to adhere to the Board's standards of confidentiality, equity and human rights.

(m) Statement of any fees or payment required.

(n) Proposed method of evaluation along with proposed tools for evaluation.

3.2 <u>Process for Establishing and Maintaining a Partnership Agreement</u>

(a) The Board will:

- Assess needs
- Identify potential partner(s) and ensure that all partnerships are respectful of Catholic Social Teaching
- Receive input from the Joint School Board/PSSP Committee

(b) The Board will:

- Have the potential external provider complete the Application for Consideration of a Partnership Agreement for External Agencies form and submit the required information on the Description of Program or Service form.
- Ensure that the counseling, therapy or treatment to be provided enhance (do not duplicate) current service delivery by Board staff. (Services provided by external providers must not be in conflict with provisions of collective agreements with Board staff).

- Ensure the creation of a formal Partnership Agreement using an External Partnership Agreement form, which clarifies roles and responsibilities (including responsibilities in the case of a participant's trauma or crisis situation) in collaboration with the external provider.
- Have external provider's staff who will be working within the school, sign and provide copies of:
  - Consent to the Release of Confidential Information , with a copy to be filed in the OSR.
  - Conditions of Access Agreement (Appendix C)
  - A signed consent form for student participation (provided by the agency), with a copy to be filed in the OSR.

(c) The external provider, with the approval of the Board will:

- Implement partnership activities/programs.
- Evaluate partnership activities/programs annually.

3.3 The Superintendent of Education – Learning Support Services will review all Partnership Agreement applications to ensure issues such as accountability, liability, confidentiality and consent have been examined and requirements have been satisfied. He or she is also charged with maintaining a record of the schools where services have been undertaken. Consultation with the appropriate principals, Superintendents or Supervisors will be utilized as needed.

3.4 <u>Approval of External Partnerships</u>

The Joint School Board/PSSP Committee shall review the External Partnership Application to ensure that the proposal is consistent with the Board's policies, procedures and standards, that there is value to the students of the Board, and that it is consistent with Catholic Social Teaching.

3.5 The members of Executive Council shall consider and determine whether to approve the External Partnership Application, after consideration of the recommendations/input of the Joint School Board/PSSP Committee.

3.6 <u>External Partnership Agreements</u>

The Superintendent of Education – Learning Support Services will be responsible for setting out the terms of the External Partnership Agreement using the template (External Partnership Agreement, Appendix D). The agreement will clearly define activities, roles and responsibilities, including responsibilities in the case of participant crisis situations.

The Superintendent of Education – Learning Support Services will sign the draft agreement after it has been reviewed by Executive Council. One copy of the signed agreement will be kept on file at the school and a copy will be sent to:

- Each external provider
- Superintendent of Business and

- Superintendent of Human Resources

3.7 Terminating an External Partnership Agreement

Either the Board or the external provider has the right to terminate an existing External Partnership Agreement after appropriate notice has been given. The term(s) of termination will be stated in the partnership agreement.

3.8 Evaluating External Partnerships (Annual Review)

The Superintendent of Education – Learning Support Services will ensure that this procedure and every external provider partnership are reviewed annually, on a go-forward basis. As part of the review the Superintendent shall receive and consider the input of external agencies and the Joint School Board/PSSP Committee.

Windsor-Essex Catholic District School Board

SECTION: Finance

APPENDIX A **Pr F:01**

Application for Consideration of a Partnership Agreement for External Agencies

Potential external providers will complete this form to provide information to the Windsor- Essex County District School Board concerning their proposal and its ability to conform to the relevant Board policies and procedures. Please check each section as an indication of agreement with the terms and conditions outlined. Additional documents may be appended, as needed.

☐ Description of program or service to be offered (to be documented in the *Description of Program or Service* form and appended to this application):

- *With sufficient detail to address issues such as the history and ownership funding base of the external agency, professional or paraprofessional (external provider), the nature of the service to be provided and the anticipated outcomes of involvement.*
- *Evidence of congruence with the Board's mission, vision and values (please visit www.wecdsb.on.ca for more information).*

☐ Names of representatives of the external provider:

☐ Qualifications/supervisory relationships for external staff providing service:

- *For external staff who belong to a regulated professional college, evidence of current qualification appropriate to the services to be provided (e.g. current membership in the relevant regulated College of Ontario and a declaration that services will be delivered in accordance with professional standards of practice) is required.*
- *For external staff who are unregulated (paraprofessionals), evidence that they are working under the supervision of a relevant regulated member of a College in Ontario. Details of their roles, responsibilities, the name of their immediate supervisor, the supervision plan (including time) and the supervisor's qualification is required.*

☐ Informed consent will be obtained:

- *Copy of the proposed informed consent process for the parent/legal guardian(s) or student who is of age (sample form to be appended by External Provider) for services to be provided.*
- *The External Provider agrees to submit WECDSB Consent to the Release of Confidential Information forms (to allow the two-way exchange of confidential information) prior to any involvement with students.*

☐ Police reference check will be provided:

- *External providers must obtain and produce a valid police reference check that meets the WECDSB criteria for direct contact with students, is in compliance with the standard check used by the Board (Full Disclosure) and dated within the past 12 months (with annual review).*

☐ Proof of insurance:

- *External providers must carry their own insurance which includes professional malpractice coverage (minimum $1,000,000) to insure against civil litigation alleging incompetence, professional errors, omissions or charges laid by professional colleges or parents/legal guardian.*

- *The external provider must provide assurance that their staff is covered while working on Board property.*

☐ Agreement upon supervision arrangements within the school:

- *The principal will be responsible for the operational activities of the external provider within the school (as per the Education Act).*
- *Clinical supervision of the external provider's staff who are not registered with a College will be provided by the external provider's College registered supervisor under whom the external staff member works.*
- *Supervisors of Psychological Services, Social Work Services, and Speech-Language Pathology Services are available to consult with the principal regarding issues of professional conduct, service delivery and quality assurance.*

☐ Respect for WECDSB collective agreements with unionized staff:

- *External providers agree that the services they are proposing to provide are not in conflict with provisions of collective agreements with WECDSB staff.*
- *External providers must demonstrate how services to be provided enhance (do not duplicate) current service delivery by Board staff.*

☐ Needs for space and material resources:

- *Needs for space and material resources by the external provider must be clearly articulated and approved.*
- *Note: space for Board staff to execute their duties will be ensured prior to offering space to external providers.*

☐ Willingness to participate in a conflict resolution process:

- *A joint advisory committee, composed of Board and External Provider representatives, will be convened in the event that a disagreement or dispute must be resolved.*

☐ Adherence to WECDSB standards of confidentiality, equity and human rights.

☐ Statement of any fees or payment required.

☐ Proposed method of evaluation along with proposed tools.

Application submitted by: _____

Agency name and name of Professional or Paraprofessional

I certify that the information provided above is accurate and true to the best of my knowledge. I agree to abide by the terms and conditions outlined above, if the External Partnership Agreement is approved for implementation.

Representative of External Provider:

_____ _____

Signature *Position*

_____

Date

_____ _____

Witness *Date*

}

Windsor-Essex Catholic District School Board

SECTION: Finance

APPENDIX B **Pr F:01**

External Partnerships: Supplemental Student Services

Description of Program or Service

(School Name) and (Name of External Provider)

_____ _____
Date *Year*

Program Title: _____

Goals and Objectives:

- To provide opportunities for students to …
- To …
- To …

Program Description:

- Program activities include…..
- Activities will take place at…..
- Evaluation of the program will include…..

Program Timelines:

The program will operate on ___(day(s) of the week)_____ **from _____(month(s) of the school year)_____**, within the following timelines:

Resources Committed:

By the Board -

By the (Name of School) -

By the (Name of External Provider) -

Contact Representatives:

EXTERNAL PARTNERSHIP AGREEMENT

between

Windsor-Essex Catholic District School Board

and

(Name of External Provider)

This external partnership is a mutually beneficial, ongoing and supportive arrangement between the parties, to provide expanded opportunities to enhance student success.

The parties agree to collaborate on activities for a _____ period, starting _____, 20___. It is intended that the activities will continue, subject to annual review and modification and to either party's right to withdraw upon mutual consent or upon thirty days written notification by either party.

TERMS OF THE PARTNERSHIP:

As outlined in the Description of Program or Service form (Append Description of Program or Service form).

Windsor-Essex Catholic District School Board agrees to:

1. Review program outcomes, recommend modifications, and provide advice to the program administrators.

2. Monitor the progress of the program and set priorities based on needs identified by the Board.

(include all other school/Board responsibilities not outlined in the Description of Program or Service form)

(NAME OF EXTERNAL PROVIDER) agrees to:

1. Collaborate with Windsor-Essex Catholic District School Board's Communication's Coordinator regarding any promotional activities.

2. Participate in both program evaluation and any celebratory events.

3. Operate within the context of all Windsor-Essex Catholic District School Board's policies and procedures including, but not limited to: the Procedure for Partnerships with External Agencies: Supplemental Student Services, Child Abuse Reporting Policy/Procedure, Equity and Human Rights, Privacy, Safe Schools, liability insurance, Police reference checks. It is understood that the Education Act, privacy legislation, and collective agreements govern Windsor-Essex Catholic District School Board operations.

4. Ensure that any participant who experiences trauma or a crisis during the course of a partnership activity is referred for assistance to the _____ External Provider's _____ supervisory staff and that the appropriate Board staff (e.g., Principal, Supervisory Officer, school Social Worker) are informed.

ACCOUNTABILITY:

Staff of _____ (External Provider) _____ must either be members of a regulated professional College in Ontario or their service must be supervised by a member of the relevant regulated professional College in Ontario. Evidence of current qualification of staff and/or supervisors must be provided.

LEGAL ISSUES:

_____ (External Provider) _____ must carry their own insurance which includes professional malpractice coverage (minimum $1,000,000) to insure against civil litigation alleging incompetence, professional errors, omissions or charges laid by professional colleges or parents/legal guardians. Assurance is also required that staff is covered while working on Board property.

CONFIDENTIALITY:

It is agreed that confidentiality will be maintained in accordance with the requirements of the Municipal Freedom of Information and Protection of Privacy Act, the Personal Health Information Protection Act, the Education Act and the Child and Family Services Act.

DISPUTE RESOLUTION:

It is agreed that a joint advisory committee, which shall consist of no less than three representatives from the Board and no less than three representatives of the_____ (External Provider) _____, will be convened in the event that a disagreement or dispute between the parties must be resolved.

RESOURCES COMMITTED:

It is agree that the parties will share their time, resources and expertise, and energy to provide students with success-enhancing experiences. It is recognized that most contributions will be comprised of both in kind and human resources as the parties may agree, however, any cash contributions shall be cost effective to the Windsor-Essex Catholic District School Board.

EVALUATION:

It is agreed that the program evaluation will be submitted_____ (timeframe)_____in collaboration with the Windsor-Essex Catholic District Board, and if warranted, revised from time to time.

TERMINATION:

This Agreement may be terminated by_____ (Windsor-Essex Catholic District School Board) _____ or_____ (External Provider) _____ on the giving of thirty days written notice.

Signed this _____ day of _____, 20 ____.

_____ _____

Superintendent of Education *Name of External Provider/*Title

Partnerships with External Agencies
Conditions of Access Agreement

Between:
Windsor-Essex Catholic District School Board
(The "Board")

- and -

_____
(External Partner)

Re: Program/ Agency _____

School(s) _____

Date * _____

* To be re-affirmed annually, on the anniversary of the above date.

AND WHEREAS the Board stipulates certain conditions and guidelines in respect to the role of the External Agency's Personnel within its premises and when interacting with Board personnel and students;

The External Agency's Personnel agrees and undertakes as follows –

1. Operational Procedure and Description of Program or Service

The External Agency's Personnel will abide by the attached Operational Procedure and Description of Program or Service.

2. Confidentiality

The External Agency's Personnel guarantees that confidentiality will be maintained in accordance with the requirements of the Municipal Freedom of Information and Protection of Privacy Act, the Personal Health Information Protection Act and the Child and Family Services Act. Any student information will be held in the strictest confidence and pupil records as defined by section 266 of the Education Act remain privileged for use by teaching staff only.

3. Registration

The External Agency's Personnel guarantees **either** that he/she holds current, valid registration to practice in his/her discipline as directed by the appropriate professional College **or** is supervised by a member of a regulated professional College in Ontario, relevant to the services being provided:

Name of College _____

Name of Member of College (service provider or, if applicable, supervisor) _____

Registration Number _____

4. Liability

The External Agency's Personnel guarantees that he/she is covered by liability insurance and names the Board as an additional insured under the policy.

Name of Insurance Carrier _____

Amount of Coverage _____

Expiration _____

5. Police Reference Check

The External Agency's Personnel guarantees that he/she has a valid police reference check that meets WECDSB criteria for direct contact with students, is in compliance with the standard check used by the Board (Full Disclosure) and dated within the past 12 months (with annual review). Please attach a copy of original report, with a copy of the annual renewal (if within the last 12 months) to this form.

6. On-Site Supervision

On-site supervision of External Agency's Personnel must be conducted by the supervising external professional in accordance with the guidelines and expectations identified by the appropriate college to which the professional is a member, subject to the administrative authority of the school principal.

7. Termination of Privileges

The External Agency's Personnel acknowledges that his/her access to the school premises may be terminated at any time by the Principal or the Board whose discretion is unfettered.

Accepted _____ _____

Professional/Paraprofessional/Supervisor signature Date

_____ _____

Witness Date

cc: Superintendent of Education – Learning Support Services
Professional/Paraprofessional/Supervisor
School Principal