



ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD
Lighting the Way – Rejoicing in Our Journey

ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD 420 Creek Street, Wallaceburg, Ontario N8A 4C4

SPECIAL EDUCATION PROTOCOL Partnerships with External Providers

February 2010

BACKGROUND INFORMATION AND PREMISES:

This protocol outlines the background, principles and administrative procedures that the Board will follow, with respect to community professionals' and private therapists' involvement in school programs where such professionals are retained and/or compensated by parents/guardians.

The purpose of the protocol is to clarify the relationship between the school and the community health professional/private therapist where:

- Parents/guardians have retained such community professionals to support their child ("privately retained community health professionals"), and/or
- Staff from another agency and/or ministry request to observe and/or work with a student at school.

This protocol recognizes that parents/guardians, community health professionals and the school share a common goal to pursue, within defined roles, the best interest of the child.

GUIDELINES

The St. Clair Catholic District School Board supports working agreements that are consistent with its vision and mission statements and existing policies and procedures and Catholic teachings. Working agreements are recognized as mutually beneficial and supportive arrangements between a school and an external mental health, physical health or social service agency, professional or paraprofessional. The intent of these working agreements is to enhance or expand opportunities for student success and who share values, objectives, resources and responsibilities to achieve desired learning outcomes.

OBJECTIVES

To provide schools with a framework to form working agreements with external agencies in the areas of regulated health professionals, regulated social service professionals and/or paraprofessionals. The following policy and procedures are based on *PPM 149 (Protocol for Partnerships with External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Service Professionals, and Paraprofessionals)* (Appendix 1), the Institute for Catholic Education (ICE) Guidelines for Partnerships in Catholic Education. (Appendix 3), and a consultation process guides the Board in the development of educational partnerships.



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DEFINITIONS

External Provider:

An organization, not internal to a school board, that employs or contracts with regulated health professionals, regulated social services professionals and paraprofessionals to provide programming and/or services that might be beneficial for the Board.

Professional Student Services Personnel and Paraprofessionals:

- audiologists, 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
- psychologists and psychological associates, as defined by the Psychology Act, 1991
- social workers, as defined by the Social Work and Social Service Work Act, 1998
- Paraprofessionals are defined as individuals with relevant post-secondary or on the job training e.g. art therapists, child and youth workers, child and youth counsellors, occupational therapy assistants or physiotherapy assistants, and communication disorders assistants.
- other regulated professionals and/or paraprofessionals who are deemed by the school board to be essential for the delivery of programs and services for students with special needs
- Any future regulated categories will also be covered by this protocol

Unionized Staff:

School board-employed professional student services personnel (Association of Professional Student Services Personnel) and/or paraprofessionals that are represented by a bargaining agent recognized under the Labour Relations Act.

Working Agreement:

A formal, written document that outlines the terms and conditions of an arrangement with an external provider to provide programming and/or services for students, which is signed prior to the implementation of the programs and/or services.

PROCESS COMPONENTS

Responsibility

The Superintendent of Education responsible for Special Education shall be responsible to oversee this protocol.

Central Board Level Committee

A Board level committee will convene at least semi-annually to identify potential new external providers, review appropriate administrative mechanisms to complete a formal working agreement and to review working agreements that were completed during the school year. This committee will be chaired by the Superintendent of Education responsible for Special Education or designate. Membership will include at least two Special Education Consultants whose area of responsibility involves student services personnel (Autism, Psychology, Speech-Language Pathology, and Social Work) and at least two members of APSSP.



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Working Agreement Expectations

The expectation of all working agreements shall be to enhance the quality and effectiveness of education for students. Working agreements must enhance and supplement but not duplicate the delivery of services of professional student support services staff and/or paraprofessional staff and not violate collective agreements.

Programs and Services

Professional Student Services Personnel and paraprofessional staff provide diverse and flexible services in enabling students to reach their full potential. The supports are essential for the delivery of programs and services for all students and particularly those with special needs.

Eligibility

Working agreements may be considered for approval for interventions that involve groups of students, classroom programs or school wide initiatives and for which an appropriate St Clair Catholic District School Board employee is present. St Clair Catholic District School Board staff presence is mutually beneficial as it will assist external providers in the delivery of the program and/or services and will increase board staff's capacity in delivering supports. Refer to Appendix 2 – *Protocol Re: Community Professionals Involvement in School Programs*.

PROCEDURES FOR ESTABLISHING A WORKING AGREEMENT

Working agreements will be most relevant and pertinent when developed in a collaborative and coordinated effort between Board staff, school staff, professional student services personnel and paraprofessionals and community service providers. Seeking input from students and parents is encouraged as they can typically speak directly to the relevance and interest in intervention programs. Even in situations where school based programs have been previously developed and implemented in other St Clair Catholic District School Board schools, consideration for individual school preferences should be given.

The starting point for the development of Working Agreements should be consultation with the Superintendent of Education responsible for Special Education or designate. This should be followed by collaboration between external provider personnel, the school principal, professional student services personnel and other relevant school staff. In situations where a program has been previously implemented in St Clair Catholic District School Board schools, the working agreements should be reviewed and tailored to the specifics of a school(s). Note that a single working agreement could involve a series of St Clair Catholic District School Board schools.

Initial information regarding the suitability or possibilities of a working agreement can be directed as follows:

- Mental health working agreement – Special Education Consultants
- Speech and Language working agreement – Special Education Consultants
- Students with autism needs – Special Education Consultants

Following agreement by the local school and following completion of required documentation, Working Agreements will be approved by a Central Board Level Committee prior to any implementation. Renewal of a Working Agreement following an evaluation of the effectiveness of the programs and/or services provided will be completed on an annual basis by confirming that information regarding the program and/or services will be consistent with the original request.



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MAINTAINING A WORKING AGREEMENT

Working agreement must be in keeping with the St Clair Catholic District School Board's vision and mission statements and existing policies and procedures and Catholic teachings.

The principal is responsible for the organization and management of the school, per the Education Act and monitoring external providers and/or their staff/contractors while on school property.

Principals should consult with their Special Education Consultants or the Principal of Special Education regarding issues of professional conduct, service delivery and quality assurance.

Respect for the Board's collective agreements with unionized staff: Services provided by external providers must not be in conflict with provisions of collective agreements with Board staff (e.g. APSSP, CUPE, and OECTA).

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

All staff from external agencies must agree to adhere to the Board's policies and procedures including but not limited to the Board's standards of confidentiality, equity, safe schools, suspected child abuse reporting, freedom from harassment policy and human rights.

REQUIRED DOCUMENTATION OF A WORKING AGREEMENT

The following documentation is required as an attachment to a working agreement:

- Description of External Provider
Provide information that provides name, address, history and funding base of the external provider.
- Description of Program
A description of program title, program goals or service goals and expected outcomes. Include information on the following: format of the intervention (i.e., group, classroom, or school wide), specific grades, resources required (space, materials, etc...), program timelines, and contact person.

Evidence of congruence with the SCDCSB mission and vision found at www.st-clair.net

Given the limitations 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.

- Informed Consent
In cases where a student is withdrawn from regular classroom services, procedures for obtaining informed consent and a blank copy of the informed consent documentation is required. In cases of whole classroom support, a copy of a sample letter informing parent/legal guardian(s) and student who is of age of the services to be provided is required. For programs and/or services provided before or after school hours, informed consent must be provided.



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Police Reference Check - Vulnerable Sector Screening

All staff/contractors of the external provider who will be entering school premises must have a criminal background check. Service providers will be directed to contact the Ontario Education Service (OESC) to obtain appropriate information and authorization. OESC documentation is required prior to access to school premises and classrooms.

Proof of Insurance

External providers must carry their own insurance which includes professional malpractice coverage (minimum \$2,000,000 per occurrence) to insure against professional liability (errors and omissions) or charges laid by professional colleges or parents/ legal guardians and general liability. The external provider is required to name the Board as an insured and to provide assurances that their staff is covered while working on St Clair Catholic District School Board property.

Qualifications/ Supervisory Relationships

The external provider is required to provide for each staff member or contractor, who is a member of a regulated professional college, current qualifications as relevant to the services to be provided, proof of current membership in the relevant regulated college and declaration of delivery of services in accordance with professional standards of practice.

The external provider is required to provide for each staff member or contractor who is a paraprofessional; evidence of work under the clinical supervision of staff from the external provider who currently holds membership in the relevant regulated college and details of the paraprofessional's role, responsibilities, name of immediate supervisor, supervision plan with time and supervisor's qualifications.

Evaluation

School boards, external agencies and Professional Student Services Personnel and paraprofessionals must collaborate on the evaluation of programs and services provided for yearly review. Proposed method of evaluation along with proposed tools should be included with the Working Agreement.

Finances

Statement of any fees or payment is required prior to the approval of the Working Agreement.

Termination Agreement

The terms of termination should be specified in each Working Agreement. It will be understood that the Principal or Board may terminate access to the school premises of any external provider's staff or contractors including any Professional/ Paraprofessional/ Supervisor at any time. The external provider or ST CLAIR CATHOLIC DISTRICT SCHOOL BOARD may terminate the Working Agreement on the giving of thirty days written notice.

COLLABORATIVE SERVICE/PROGRAM WORKING AGREEMENT

Questions or concerns regarding requests for involvement of community agency staff or privately retained staff should be directed to the Superintendent of Education responsible for Special Education.

Ministry of Education



Policy/Program Memorandum No. 149

Date of Issue: September 25, 2009 **Effective:** Until revoked or modified

Subject: PROTOCOL FOR PARTNERSHIPS WITH EXTERNAL AGENCIES
FOR PROVISION OF SERVICES BY REGULATED HEALTH
PROFESSIONALS, REGULATED SOCIAL SERVICE PROFESSIONALS,
AND PARAPROFESSIONALS

Application: Directors of Education
Secretary-Treasurers and Supervisory Officers of School Authorities
Superintendents of Schools
Principals of Elementary Schools
Principals of Secondary Schools

Introduction

The ministry is committed to promoting effective community-based partnerships with external agencies that foster continuous improvement in the delivery of programs and services for all students, including students with special needs. Closing achievement gaps for all students continues to be a major priority.

The purpose of this memorandum is to provide direction to school boards¹ concerning the review and/or development of a local protocol for partnerships with external agencies for the provision of services in Ontario schools by regulated health professionals, regulated social service professionals, and paraprofessionals. It outlines the requirements for reviewing and/or developing a local protocol, and specifies the requirements for implementing the protocol and for reporting on the protocol to stakeholders.

Requirements for Review and/or Development of a Board Protocol

School boards with an existing protocol will review their protocol to ensure that it is aligned with the requirements outlined in this memorandum. School boards without an existing protocol will develop a protocol that is aligned with those requirements. The protocol will be designed to support the school board's capacity to provide programs and services to all students, including students with special needs. The protocol will reflect local circumstances, including the language of the board.

1. In this memorandum, *school board(s)* and *board(s)* refer to district school boards and school authorities, with the exception of section 68 school authorities.

The protocol will outline the following:

- programs and services that are currently delivered by external agencies
- programs and services that are currently delivered by school board professional student services personnel (PSSP) and paraprofessionals
- programs and services that could be delivered by school board PSSP and paraprofessionals, but are not being delivered by them for financial reasons or because requirements do not match the job descriptions or qualifications of board PSSP and/or paraprofessionals

A distinction must be made in the protocol between long-term and short-term (time-limited) partnerships to ensure that long-term duplication of services already provided by school board PSSP and paraprofessionals does not occur.

The protocol must be aligned with the collective agreements of unionized school board staff and enhance the delivery of services. The protocol must provide for supplementing, but not duplicating, the services of school board PSSP and paraprofessionals. A protocol will be developed by each school board even if there are currently no unionized regulated health professionals, regulated social service professionals, and paraprofessionals on staff.

Where applicable, co-terminus and contiguous school boards must, at a minimum, explore the development of partnerships and protocols to facilitate the delivery of programs and services.

Boards must seek the advice of PSSP and paraprofessionals when reviewing and/or developing their protocol. Boards will also design a procedure for reviewing their protocol and projected services in consultation with external agencies and unionized school board staff at least once a year.

Boards will also ensure that their protocol is consistent with standard school board provisions related to:

- informed consent;
- criminal reference checks;
- appropriate insurance coverage;
- compliance with the Safe Schools Act;
- conflict of interest, confidentiality, equity, human rights, and other relevant policies.

Eligible Categories of Professionals and Paraprofessionals

A board's protocol will cover the following categories of PSSP and paraprofessionals:

- audiologists, 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
- psychologists, 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 of programs and services for students with special needs

Any future regulated categories will also be covered by the protocol.

Additional Requirements for the Board Protocol

In order to assist school boards and external agencies in the development, review, and maintenance of local protocols, a memorandum from the Deputy Minister of Education accompanies this policy/ program memorandum and outlines the elements that each protocol must contain. Any changes to the elements required in the local protocols will be communicated in the future to boards through a similar memorandum.

Implementation and Reporting

School boards will implement their newly developed or reviewed protocol and post it on their website by January 1, 2010. Reviews of and revisions to established protocols will be completed and posted on school board websites by January 1 of each subsequent year.

psychological associates, as defined by the Psychology Act, 1991



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Appendix 2

COLLABORATIVE SERVICE/PROGRAM WORKING AGREEMENT

Between

St. Clair Catholic District School Board

(the “Board”)

&

[Insert Name of the External Provider]

(the “External Provider”)

This educational collaborative relationship for the provision of services and/or programs is a mutually supportive reciprocal agreement between the Board and the External Provider to provide the following programming and/or services at **[insert the name(s) of the school(s)]**, and in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. The parties agree that the External Provider shall provide the following programs and/or services:
[insert state clearly the purpose (needs), the nature of the activities, the goals to be met to meet identified need].
2. Both parties acknowledge and agree that the External Provider is not an agent of the Board, that none of the individuals providing programming and/or services pursuant to the agreement are employees or agents of the Board and that the parties do not intend that any agency, partnership or joint venture be created between them in this agreement.
3. The parties agree that no fees are payable to the External Provider by the Board, and neither the Board, students/parents or staff of the Board are responsible for any expenses of the External Provider in connection with the provision of programs and/or services.
4. The parties agree that the program and/or service will be provided by the External Provider effective from **[insert date]** until **[insert date]**, which shall not be greater than twelve (12) months; however, the parties agree that either party may terminate this agreement for any reason with reasonable notice to the other. Reasonable notice shall be _____ days.
5. The parties agree that they shall consent to engage in a resolution meeting, with each appointing two representatives in the event there is a dispute regarding the provision of programming and/or services.

Responsibilities of the External Provider

6. The External Provider shall confirm and ensure that the individuals who will be providing programming and/or services on behalf of the External Provider or their supervisors are members in good standing of the College of **[insert the name of the College]**.
7. The External Provider shall operate within the context of all applicable Board Policies, Operating Procedures and Collective Agreements, including, but not limited to Criminal Record Checks, Reporting Children in Need of Protection, Human Rights Policy and Procedures, and the Board Code of Conduct and the school’s Code of Conduct. The Board Policies and Procedures are available on the Board’s website @ www.st-clair.net.



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8. The External Provider shall provide to the Board:
 - a) Details of its funding history/source;
 - b) The name, credentials, qualifications and the professional college registration number for each individual providing programming and/or services;
 - c) The name, credentials, qualifications and the professional college registration number for each supervisor responsible for the individuals providing programming and/or services in the school.
9. External Provider shall ensure that each individual providing or supervising the provision of programming and/or services in the school shall comply with the rules of professional conduct for their profession as outlined by their College.
10. For individuals not registered with a professional college, provide a supervision plan detailing the registered supervisor's role and responsibilities with respect to supervision of the individual.
11. The External Provider shall ensure that no individual providing programming and/or services, nor the External Provider, has a conflict of interest providing the programming and/or services outlined herein.
12. The External Provider shall provide the Board with a copy of a current Certificate of Insurance for \$2 million per occurrence relating to professional liability (errors and omissions) coverage and \$2 million per occurrence relating to general liability. The External Provider shall provide confirmation that the Board is named on the Certificate of Insurance, and that staff or contractors of the External Provider are covered by WSIB while working on Board property.
13. The External Provider shall ensure that individuals providing programming and/or services meet with students only on school premises in a specified location as determined by the Principal unless prior written consent is obtained from the parent/guardian of the student or the student, if 16 or older, and the Principal is given prior notice.
14. The External Provider shall ensure that all individuals providing programming and/or services on school premises shall have a valid criminal reference check with must be dated within the past 12 months, and shall sign in at the school office at each visit to the school and wear proper identification (Ontario Education Services Cooperation photo ID and visitor's badge) while on the school premises.
15. The parties agree that all information obtained during the provision of services will remain confidential, subject to applicable law. The External Provider shall create and manage a reproducible record of services provided, and monitor access to the record.
 - a) The parties agree that the Board may also choose to keep a record of programming and/or services provided;
 - b) The parties agree that the Board shall have reasonable access to the External Provider's record;
 - c) The parties agree that the collection, use, retention, disclosure and destruction of records shall be 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*.



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Appendix 2

16. The External Provider shall cooperate with the Board in reviewing the effectiveness of the programming and/or services provided using the following measures: **[insert the method that will be used for evaluation]**.

The parties agree that the school on behalf of the Board shall:

- 17. The Board shall obtain appropriate written informed consent from the parent/guardian of the student or the student, if 16 years old or older, to whom the programming or services will be provided, and/or obtain written consent form the parent/guardian and the student, if 16 years old or older if access to the OSR or other relevant school information is necessary for provision of service or if the student will be withdrawn from class to receive the programming and/or services.
- 18. The Board shall identify and provide space for the provision of programming and/or services by the External Provider that complements the needs of Board staff and does not compromise Board staff's ability to execute their duties.
- 19. The Board shall monitor through the principal or vice-principal the individuals providing programming and/or services on behalf of the External Provider and provide advice to the External Provider and/or individuals, if necessary. The parties acknowledge that the responsibility for student safety and appropriate programming will remain the responsibility of the principal.
- 20. The Board shall cooperate with the External Provider in reviewing the effectiveness of the programming and/or services provided.
- 21. All partners agree to a mutual trust and goodwill. Notwithstanding, in those situations where conflict arises:

The partners of this agreement commit to a respectful and direct step-by-step approach for resolution of any disagreement or conflict beginning with the individuals involved and progressing as necessary. If the conflict cannot be resolved, the Joint Advisory Committee will become involved.

The parties confirm that they are bound by the terms and conditions set out above by signing in the spaces provided below

Superintendent of Education
responsible for Special Education

Date

Date

cc: School Superintendent of Education
Principal of Special Education



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Appendix 3

**INSTITUTE OF CATHOLIC EDUCATION (ICE) GUIDELINES FOR PARTNERSHIPS IN
CATHOLIC EDUCATION - January 9, 2002**

Catholic Identity

- 1) Catholic Schools and school boards enter many forms of partnership with a variety of groups. The groups with whom partnerships are struck include:
 - a) Parishes,
 - b) Non-profit organizations,
 - c) Community groups,
 - d) Municipalities,
 - e) Commercial enterprises, and
 - f) Government agencies.

- 2) The partnerships can generally be classified as:
 - a) **Educational**, that is, to provide learning experiences for students, or
 - b) **Commercial**, that is, to procure goods or services required by the educational system.

- 3) In entering such partnerships, schools and boards are asked to apply the following principles appropriately, with due diligence with application to all operations, in Canada or abroad, or the potential partner:
 - a) The basic tenets of Catholic social teaching, namely, the dignity of the human person, human rights and responsibilities, the common good, solidarity, subsidiarity, the preferential option for the poor, respect for life and the value and dignity of human work must all be respected.
 - b) With regard to the application of these principles boards are requested to look at other models available in the Catholic community, involve other Catholic groups and their diocesan bishop.
 - c) The goal of all partnerships shall be to enhance the quality and effectiveness of education for learners with financial aspects secondary. No partnership should detract from the educational purpose of the school or subvert equality of educational opportunity or other major goals of publicly funded education.
 - d) No arrangement shall ever place students in the situation of being a captive audience, subjected to advertising in an educational setting or being intellectually or financially exploited.
 - e) Student and staff participation with groups from the voluntary and non-governmental sector or with commercial enterprises must be voluntary and, in the case of a minor, with parental consent.
 - f) Partnerships should complement the educational program but not a substitute for obligations of the school, the school board or the Ministry of Education.
 - g) Any commercial partnership or agreement will be entered into through a tendering (or equivalent) process that is publicly transparent to all members of the community.
 - h) In an educational partnership with a commercial enterprise, there should be a clear understanding that the purpose is the education of students with no promotion of brand names or products.
 - i) The Catholic Graduate Expectations on which the Catholic curriculum is based will not be modified to meet the needs of potential partners.



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Appendix 3

- j) Governance of the schools will remain firmly and clearly with the trustees and administrators of the board and all agreements will follow board policy.
- k) There shall be a clear statement of the nature and intent of the partnership with appropriate means of disengagement through a memorandum of agreement signed by both (or all) parties.