DISTRICT SCHOOL BOARD ONTARIO NORTH EAST

BOARD PROTOCOL

Date of Issue:	**February 1, 2010**
Subject:	**PROTOCOL FOR COLLABORATIVE AGREEMENTS WITH EXTERNAL AGENCIES OR INDIVIDUAL PRACTITIONERS IN THE AREAS OF REGULATED HEALTH PROFESSIONALS AND PARAPROFESSIONALS AND REGULATED SOCIAL SERVICE PROFESSIONALS AND PARAPROFESSIONALS**
References:	**PPM 149** **Deputy Ministers Memorandum -** **Application for Consideration of an Educational Collaboration - Supplemental**
Contact:	**Superintendent responsible for Special Education**

1. Principles

1.1 To provide District School Board Ontario North East ("the Board") with a guideline for creating and implementing partnerships with external agencies that support student achievement and emotional well-being, and enhances and support services already provided by Board staff. District School Board Ontario North East recognizes that partnerships are integral to the education of its students. The goal of any educational partnership must be to positively impact student achievement and well-being.

This protocol will guide the creation and implementation of partnerships with external agencies, professionals or paraprofessionals, who provide mental health, physical health or social services, and will enhance the delivery of services and/or programs for students with special needs and/or students who are at risk. This involves assessment, workshops, targeted intervention, counseling, direct therapy or treatment services.

1.2 All such persons are required to abide by District School Board Ontario North East's Code of Conduct, each school's local Code of Conduct and all other safe school policies. The Board will continue to engage in mutually beneficial collaborations with those who share a vision that is consistent with the Board's mission statement and system goals.

2. Objective

This protocol provides for a framework for creating, implementing and evaluating collaborative agreements between District School Board Ontario North East and external agencies and individual practitioners who supply regulated health professional and social service professional and paraprofessional services to the Board or to a school.

3. Definitions

3.1 **Collaborative Agreement**. The formal, written document which outlines the terms and conditions of a mutual accord that is signed prior to the implementation of the collaborative activities.

3.2 **Description of Program or Service**. A written record of the objectives, roles, responsibilities and activities of the external provider that is delineated in the collaborative agreement.

3.3 **External Provider.** The external agency or individual that provides professional services or paraprofessionals providing service within the collaborative agreement. External agencies are considered public third-party services.

3.4 **Private Third-Party Services**. Services delivered to a student(s) by individuals or agencies who are not board employees and whose services are paid for by a parent/guardian, insurance company, or other private party and may be offered in the home, community, practitioner office setting or, under specific circumstances, schools.

3.5 **Professionals**. Individuals who are members of a regulated professional college in Ontario i.e. audiologists, nurses, occupational therapists, physiotherapists, psychologists, psychiatrists, social workers and speech-language pathologists.

3.6 **Paraprofessionals**. Individuals with relevant post-secondary or on the job training who may or may not work under the supervision of a member of a relevant regulated health professional college in Ontario, e.g. behaviour therapists, child therapists, youth counselors, child and youth workers, occupational therapy or physiotherapy assistants, and communication disorder assistants.

3.7 **Instructional Services Professional and Paraprofessional Staff (ISPPS).** Professional Board Staff of Instructional Services which includes Social Work Services and Professional Board Staff of instructional services that includes Child and Youth Workers.

3.8 **District School Board Ontario North East - Service Collaboration Committee (ONE-SCC).** School board level committee that is responsible for the identification of potential collaborations with external providers. This committee will be chaired by a school board administrator or designate and consist of personnel from special education, designated ISPPS, and union representatives.

3.9 **Ad Hoc Joint Advisory Committee (AHJAC).** An Ad Hoc Joint Advisory Committee will be convened in the event of a disagreement or dispute between the board and external agency.

4. Process Components

4.1 A school board administrator(s) or designate(s) will be assigned to manage the protocol and review process. Advice from the Special Education staff, ISPPS external providers, Freedom of Information/Records Management Coordinator, business services and unionized school board staff will be solicited during the annual protocol review process.

4.2 The Board and its co-terminous and contiguous school boards will continue to explore the development of collaborations and protocols to facilitate the delivery of programs and services.

4.3 The Board maintains a ONE-SCC and forms AHJACs when appropriate.

4.4 Collaboration agreements will be consistent with the Board's mission statement, address needs identified in the board improvement plan, reflect system goals, and provide expanded opportunities for student achievement.

4.5 In the course of crafting a collaborative agreement, the ONE-SCC will ensure that the proposed service (i.e. assessment, counselling, consultation or treatment) enhances (does not duplicate) current service delivered by Board staff. Services provided by external providers must not be in conflict with provisions of collective agreements with Board staff.

4.6 The Board delineates programs and services currently delivered by external agency staff and programs and services that are currently delivered by ISPPS. (**APPENDIX A**)

4.7 Collaborative agreements will indicate whether program or service provision is long-term or short-term (time limited) to ensure that duplication of services already provided by school board staff do not occur.

5. Responsibilities

5.1 The principal is responsible for the organization and management of the school, as per the *Education Act*.

5.2 Supervision of paraprofessionals from external agencies is to be provided by staff from external agencies, who are members of a relevant regulated college.

5.3 School boards, external agencies and ISPPS must collaborate yearly on the evaluation of programs and services.

6. Operational Procedures

External agencies will be invited as partners to provide services by regulated health professionals and regulated social service professionals and paraprofessionals, for the purpose of the following:

- Acute response;
- Targeted therapeutic intervention;
- Small group or whole class prevention and intervention programs;

- Workshops;
- Consultation in case management from a school liaison or a school link program.

Any new potential external partner will be contacted by the Superintendent of Special Education or designate to identify interest and discuss availability of staff and to complete an "Application for Consideration of an Educational Collaboration – Supplemental Instructional Professional Services Form" (**APPENDIX B**)

6.1 **Stage 1**

External provider(s) that have been identified by ONE-SCC as potential collaborators are required to supply the following information and attest to the included provisions when completing an **Application for Consideration of an Educational Collaboration – Supplemental Instructional Professional Services Form (APPENDIX B).**

ONE-SCC representatives will be available for consultation to potential external providers to assist in completing the application.

6.1.1 Description of the history and ownership/funding base of the external provider.

6.1.2 Description of the nature of the program or service that will be provided.

6.1.3 Anticipated outcomes of the involvement.

6.1.4 Evidence of congruence with the board's mission, vision and values.

6.1.5 Names of the representatives of the external provider.

6.1.6 Qualifications/supervisory relationships of external staff providing service:

6.1.6.1 For external staff that belongs to a professional College, confirmation of membership in said college as well as registration or certification number and declaration that service will be delivered in accordance with professional standards of practice.

6.1.6.2 For external staff who are unregulated (paraprofessional), declaration 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. For example, a behaviour therapist must be working under the supervision of either a member of the College of Psychologists of Ontario or a member of the Ontario College of Social Worker and Social Service Workers. 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.

6.1.7 Informed consent procedures:

6.1.7.1 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. External provider obtains informed consent. (Sample attached to application).

6.1.7.2 The external provider agrees to complete DSBONE Consent to the Release of Confidential Information forms (e.g. forms that permit the two-way exchange of information between the Board and the external provider) which will be submitted prior to any involvement with a student. (**APPENDIX C** and/or

APPENDIX D).

6.1.8 Vulnerable Sector Screening Check

6.1.8.1 The Board has responsibility under the law to provide a safe and secure learning environment.

6.1.8.2 External providers must declare that their service providers have a valid Vulnerable Sector Screening that is in compliance with the standard check used by the Board – initial full disclosure and dated within the past 6 months (with annual review).

6.1.8.3 Individual service providers must produce a valid Vulnerable Sector Screening Check that is in compliance with the standard check used by the Board - full disclosure and dated within the past 6 months (with annual review).

6.1.9 Liability/Insurance

6.1.9.1 External providers must carry their own insurance which includes professional malpractice coverage of at least $2,000,000 to insure against civil litigation alleging incompetence, professional errors, omissions or charges laid by professional colleges or parents/legal guardians. External providers will name the board as an additional insured under the policy. External providers will submit certificate of insurance upon completion of the collaborative agreement.

6.1.9.2 The external provider is required to provide assurances that their staff is covered while working on board property.

6.1.10 Supervision in the School

6.1.10.1 The principal will be responsible for the operational activities of the external provider within the school (as per the *Education Act*).

**** **6.1.10.2 Upon arrival at the school, the external provider's staff must report to the office to sign in and must wear an ID badge/lanyard with their name and affiliation clearly visible. Upon completion of the visit, they are to sign out at the school office.**

6.1.10.3 Clinical supervision of the external provider's staff that is not registered with a College will be provided by the external provider's College registered supervisor.

6.1.10.3 The designated social worker is available to consult with the instructional services personnel, supervisory officers and principals regarding issues of professional conduct, service delivery and quality assurance. In the case of external providers from unrelated disciplines, such school board personnel can consult with the superintendent with respect to such matters.

6.1.11 Respect for the Board's collective agreements with unionized staff.

6.1.12 Expectations for space and material resources:

6.1.12.1 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.

6.1.13 Willingness to participate in a conflict resolution process.

A joint advisory committee will be convened in the event that a disagreement or dispute between parties must be resolved. This committee will consist of no

less than three representatives from the Board and the external provider should provide no less than three representatives as well, however, in the case of smaller agencies or individual providers, such providers may have fewer than three participate in the conflict resolution process.

6.1.14 Agreement to adhere to the Board's standards of confidentiality, equity, human rights and safe schools.

6.1.15 Statement of any fees or payment required.

6.1.16 Proposed method of evaluation along with proposed tools.

6.1.17 Verification of time frame associated with collaborative agreement: by way of set termination date (short term) versus "indeterminate" with yearly review (long term).

6.1.18 Should the ONE-SCC approve of preparing a collaborative agreement, the contents of the application will serve as a foundation for building a collaborative agreement.

6.2 **Stage 2** – Proposed Collaboration Development and Completion Process

6.2.1 The Application for Consideration of an Educational Collaboration – Supplemental Instructional Professional Services Form (**APPENDIX B**) will be reviewed by the ONE-SCC.

6.2.2 If the application is approved for consideration, a draft formal collaborative agreement will be prepared by the ONE-SCC. The contents and structure of the application will serve as the basis for the development of the draft formal collaborative agreement between the board and the external provider.

6.2.3 While the ONE-SCC will take responsibility for preparing a draft of a formal collaborative agreement, consultation with senior administration, the applicant, instructional services staff, and others will support the crafting of a comprehensive draft.

6.2.4 The ONE-SCC is responsible for ensuring that a formal collaborative agreement is not in conflict with provisions of any collective agreements.

6.2.5 The draft will be converted to a proposed formal collaborative agreement that will be signed by the Superintendent of Special Education, along with the Director of Education. The formal collaborative agreement will be returned to the ONE-SCC and forwarded onto the external provider for signature. Alternatively, the proposed formal collaborative agreement may prompt further consultations, revisions and submissions until a final formal collaborative agreement is accepted and signed by both parties.

6.2.6 A copy of the final collaborative agreement will be housed in the files of the Superintendent of Special Education and chair of the ONE-SCC for reference where and when appropriate.

6.3 Terminating a Collaborative Agreement

Collaborative agreements will end on the date specified in the formal agreement, or if end date is indeterminate a possible end date can be incorporated in the yearly review. Extensions to complete the delivery of services may be negotiated on an ad hoc basis with the provision that either party may choose to respect the termination date of the agreement. Either the Board, where indicated, or the external provider has the right to terminate a collaborative agreement after appropriate notice, according to the terms stated in the collaborative agreement.

First Issued	February 1, 2010
Revised	January 15, 2010 (add article 6.1.10.2)
	Issued under the authority of the Director of Education

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST

BOARD PROTOCOL

Updated October, 2015

APPENDIX A

1. Programs and Services Currently Delivered by External Agency Staff

EXTERNAL PROVIDERS	SERVICE
Canadian Mental Health Association	Treatment, information and support for those with mental illness, crisis/grief counseling, youth justice programs
Centre pour Enfants Timiskaming Child Care	Child care & parenting programs, Ontario Early Years drop-in programs for parents, Early Learning & Before / After School Programs
Cochrane Addictions Services (North)	Consultations regarding substance use, gambling activities, awareness/prevention activities with other service providers and consultation with school personnel
Cochrane Addictions Services (South)	Full continuum of service: Assessment & Community Treatment delivered in school weekly on an Outreach basis. Referrals from guidance, special education, administration, teachers, self and parents. Partner to provide awareness and education for students, school staff and administration on addiction, mental health and related stigma.
Cochrane Temiskaming Children's Treatment Centre	The centres mandate is to provide services to children with motor and/or perceptual based difficulties (physical therapy, occupational therapy, speech-language pathology and social work)
Cochrane Timiskaming Resource Centre (CTRC)	Psychological services, speech and language services, occupational/physiotherapy, health services, infant services, family home program and respite services for those with developmental disability
Community Living (Iroquois Falls, Kapuskasing, Kirkland Lake, Timmins)	Programs, resources and support for those with intellectual disabilities
HANDS, The Family Help Network	Counselling, support, school support program, autism program, tele-psychiatry support; autism school support & family support
Health Units (Porcupine, Timiskaming)	Public health services – protection, prevention, and promotion
Iroquois Falls Preschool Centre Prescolaire	Family resource centre; provides physical activity programs
Misiway Milopemahtesewin Community Health Centre	Health support services, counseling, intervention and case management
Native Friendship Centres (Ininew, Kapuskasking, Timmins)	Programs and services designed to assist those from a First Nations Community
North Eastern Ontario Family and Children's Services (NEOFACS)	Child protection services, counseling, support, tele-psychiatry support
North East Community Care Access Centre (CCAC)	Health care services to children with special needs at home and school
ONE Kids Place Children's Treatment Centre	Rehabilitation services – assessment & treatment for physiotherapy, occupational therapy, speech therapy; ABA services

Ontario Early Years Centre	Parenting classes, play groups, socialization, nutrition, health promotion
Therapy Path	Language assessments and therapy
Timmins & Area Women in Crisis	Crisis counseling for youth, educational presentations

2. Programs & Services Currently Delivered by ISPPS

STAFF	SERVICE
Aboriginal Youth Liaison Officers	Support and intervention for Aboriginal families, cultural awareness, consultation and liaison between school and Aboriginal community
Attendance Counselors	Attendance counseling
Autism Coordinator	Autism support services for students in transition from IBI services
Child & Youth Workers (CYWs)	Provides screening, referral and monitoring services as well as social emotional programs to promote student mental health and well-being.
District Social Worker	Triage of students identified as at risk for mental health problems. Consultation, support and intervention for high risk youth at risk of suspension or expulsion, liaison between home, school and the community
Mental Health Leader	Provides leadership within the board in the area of school mental health and well-being, serves as a liaison with provincial mental health initiatives, and aligns, monitors and shares the implementation progress of a board mental health strategy.

APPENDIX B

Application for Consideration of an Educational Collaboration – Supplemental Instructional Professional Services Form

Applicant: _____
(External Agency or Regulated Health or Regulated Social Service Provider)

Description of the history and ownership/funding base of the external provider:

_____

_____

Description of the nature of the program or service that will be provided:

_____

_____

_____

Anticipated outcomes of the involvement:

_____

_____

Evidence of congruence with the Board's mission, vision and values:
(found on our homepage of the Board website: www.dsb1.edu.on.ca)

_____

_____

_____

Contact Information for supervisor of Professional and Paraprofessional providers:

_____ _____
Name of Supervisor/Coordinator Position

_____ _____
Contact phone number contact email address

APPENDIX B

Informed consent procedures:

Applicant confirms that they have and will provide, 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 and will be submitted by the external provider (sample attached).

The external provider agrees to complete DSB Ontario North East Consent to the Release of Confidential Information forms (e.g. forms that permit the two-way exchange of information between the Board and the external provider) which will be submitted prior to any involvement with a student.

Vulnerable Sector Screening Check

The Board has responsibility under the law to provide a safe and secure learning environment. External providers must obtain and produce a valid Vulnerable Sector Screening that is in compliance with the standard check used by the Board (full disclosure and dated within the past 6 months - with annual review). Provision of these checks is required before service is delivered.

Liability/Insurance:

External providers affirm that they do, or will, carry their own insurance which includes professional malpractice coverage of at least $2,000,000 to insure against civil litigation alleging incompetence, professional errors, omissions or charges laid by professional colleges or parents/legal guardians. External providers will name the Board as an additional insured under policy. External providers will submit certificate of insurance prior to the implementation of a collaborative agreement and upon renewals.

The external provider is required to provide assurances that their staff is covered while working on board property.

Supervision in the School:

The external provider understands and agrees that, 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 that is not registered with a College will be provided by the external provider's College registered supervisor under whom the external staff member works.

The Board Social Worker is available to consult with the principal regarding issues of professional conduct, service delivery and quality assurance. In the case of external providers from unrelated disciplines, principals can consult with the Superintendent with respect to such matters.

The provider respects the Board's collective agreements with unionized staff.

The provider agrees to adhere to the Board's standards of confidentiality, equity, human rights and safe schools.

APPENDIX B

Expectations for space and material resources:

In the provision of services, the service provider is requesting the following provision of space to provide service.

In the provision of services, the service provider is requesting the following provision of the following materials and/or electronic supports in schools to provide service.

A joint advisory committee will be convened in the event that a disagreement or dispute between parties must be resolved. This committee will consist of no less than three representatives from the Board and the external provider should provide no less than three representatives as well; however, in the case of smaller agencies or individual providers, such providers may have fewer than three participate in the conflict resolution process.

The applicant/provider affirms that all services rendered will be delivered in accordance with professional standards of the relevant college.

Notwithstanding the outcome of a conflict resolution process, the school, board or external provider has the right to terminate an existing collaborative agreement after appropriate notice and according to the terms in the collaborative agreement.

The external provider agrees to adhere to the Board's standards of confidentiality, equity, as well as safe schools.

The following fees (if applicable) are proposed for the following services:

The external provider proposes the following method of evaluation of services provided:

APPENDIX B

The applicant agrees that all service provided will abide by professional standards of its regulatory college.

Proposed start date (if applicable): _____ (short term)

Proposed end date (if applicable): _____ (indicate date or indeterminate – long term)

OR ☐ service will be ongoing (please check if applicable)

This applicant is proposing the above terms and conditions for a collaborative agreement and is attesting to the capacity to provide for the above provisions. The applicant is submitting this application for consideration by the DSB Ontario North East - Service Collaboration Committee.

Should the application be considered for collaboration agreement development and implementation, the applicant agrees to co-develop a formal collaboration.

_____ _____

External Agency Lead Date

APPENDIX C

Consent to the Release of Confidential Information

I/We _____
PLEASE PRINT: First Name / Last Name

Of _____
Address

hereby consent to the release of the following information: Educational Assessments and Special Education Reports, Psychological Information, Speech-Language information, brief written summary of your involvement and any relevant information and other information related to educational programming (please specify) and/or

Other: _____
Written and/or verbal (specify)

Compiled / prepared by _____
Name of institution, agency or person / address

In respect of _____
Print Name of student **date of birth (YYYY / MM/ DD)**

Student OEN# _____ **School:** _____

TO: District School Board Ontario North East, Special Education Department, 198022 River Road, R.R. #1 New Liskeard, ON P0J 1P0

For the purposes of educational planning, determination of needs, coordination of services and/or _____
Specify

NOTE: THE INFORMATION OBTAINED THROUGH THIS RELEASE WILL BE PLACED IN THE STUDENT'S ONTARIO SCHOOL RECORD (OSR).

Special instructions: _____

_____

Signature: _____

Relationship to student: _____

Witness: _____

Dated this _____ **day of** _____, _____.

This consent to release information form remains valid until: _____
Maximum 1 year from date of signature

Authorizing person(s) may cancel or change the above authorization in writing at any time prior to the expiry date, unless action has already been taken on the basis of the authorization.

Please review advisement on the reverse side.

APPENDIX C

Advisement to Parent(s) / Guardian(s) / Adult Student and Originator(s) of the Report(s) Provided Through Consent

District School Board Ontario North East hereby provides the following advisement from the Education Act and the Ontario Student Record (OSR) Guideline 2000:

1. "Every student has the right to have access to his or her OSR" Ontario Student Record (OSR) Guideline 4.1;

2. "The parents of a student have the right to have access to the student's OSR, until the student becomes an adult (age eighteen)". Ontario School Record (OSR) Guideline 4.2;

3. "Municipal and provincial Freedom of Information legislation permits persons who have the right to have access to personal information to receive copies of the information." Ontario Student Record (OSR) Guideline 4;

4. The contents of a pupil's Ontario Student Record Folder "is not admissible in evidence for any purpose in any trial, inquest, inquiry, examination hearing or other proceeding, except to prove the establishment, maintenance, retention or transfer of the record, without the written permission of the parent or guardian of the pupil or, where the pupil is an adult, the written permission of the pupil." Education Act, Section 266 (2) (b);

Any questions regarding this advisement should be directed to your Superintendent of Special Education, District School Board Ontario North East.

The information which is being requested in this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act and the Education Act and its regulations and will be used in connection with the student's enrollment, instruction and accommodation together with any ancillary or related matters under the Education Act. The contact person for inquiries concerning the collection of this information is the Superintendent of Special Education, District School Board Ontario North East (telephone (705) 360-1151 or (705) 647-7394).

APPENDIX D

Consent to the Release of Confidential Information

I/We _____
PLEASE PRINT: First Name / Last Name

Of _____
Address

hereby consent to the release of the following information: Educational Assessments and Special Education Reports, Psychological Information, Speech-Language information, brief written summary of your involvement and any relevant information and other information related to educational programming (please specify) and/or

Other: _____
Written and/or verbal (specify)

Compiled / prepared by **District School Board Ontario North East,**
198022 River Road, R.R. #1 New Liskeard, ON P0J 1P0

In respect of _____
Print Name of student **date of birth (YYYY / MM/ DD)**

Student OEN#_____ **School:**_____

TO: _____

_____
Name of institution, agency or person

For the purposes of educational planning, determination of needs, coordination of services and/or _____
Specify

NOTE: THE INFORMATION OBTAINED THROUGH THIS RELEASE WILL BE PLACED IN THE STUDENT'S ONTARIO SCHOOL RECORD (OSR).

Special instructions: _____

_____

Signature: _____

Relationship to student: _____

Witness: _____

Dated this _____ **day of** _____, _____.

This consent to release information form remains valid until: _____
Maximum 1 year from date of signature

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