

AVON MAITLAND DISTRICT SCHOOL BOARD

ADMINISTRATIVE PROCEDURE

NO. 120

SUBJECT: EXTERNAL COLLABORATION PROTOCOL

Legal References: *Ontario Regulation 298 - Operation of Schools Section 11 (3) (o) Duties of Principal: Co-operation with Industry/Business/Agencies; Section 24 Advertisements and Announcements; Section 25 Canvassing and Fund-Raising; PPM 149*

Related References: *Administrative Procedure 116 Community Access to Schools and Sites: Acknowledgements, Advertisements and Announcements; AP 160 Access to School Premises; AP 321 Fund-Raising; AP 322 Partnerships and Advertising in Schools; AP 506 Awards and Prizes for Students*

The Avon Maitland District School Board supports and encourages community collaboration. System and school administrators will facilitate the development of collaboration between the district, its schools and the larger community, including regulated private and public sector organizations and individuals. Furthermore, the director and system and school administrators believe that any such collaboration must enhance educational programs, strengthen community relationships and achieve efficiencies in time and resources.

Such collaborations shall recognize the legitimate needs of all parties involved. The Avon Maitland District School Board wishes to ensure that services provided by external providers are aligned with the board's Strategic Plan. The director of education or designate will oversee an approval process prior to entering into agreements with regulated external agencies, professionals, or paraprofessionals who provide services that involve assessment, counseling, intervention, treatment or related mental health, physical health, emotional health or social services.

This protocol has been created in cooperation with external providers and supports the implementation in our co-terminus board.

1. OBJECTIVE

- 1.1 To provide schools with a framework for creating and implementing collaborative relationships with regulated external agencies, professionals or paraprofessionals, who provide mental health, physical health, emotional health or social services, which involve assessment, counseling, therapy or treatment.
- 1.2 To ensure that such collaborations support the development of education programming that meets the needs of students.

2. DEFINITIONS

Collaboration: For the purposes of this protocol, the word collaboration substitutes for the word partnership found in PPM 149. A collaboration agreement as outlined in this protocol is an arrangement between the school board and an external agency to provide services that complement and augment services provided by the board to its students.

External Collaboration - Support Service Provider: An ongoing, mutually beneficial and supportive arrangement between a school and a regulated external mental health, physical health or social service agency, professional or paraprofessional, to enhance or expand opportunities for student success and who share values, objectives, resources and responsibilities to achieve desired learning outcomes.

External Agency: An organization, not internal to the school board, that employs regulated health professionals and paraprofessionals for the provision of mental health, physical health or social services.

Professionals 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.

Learning Services Professional Staff: Professional Avon Maitland District School Board staff of Learning Services, which includes Speech-Language Pathology and Psychological Services.

Unionized Staff: School board-employed staff of Learning Services, which include professional student services personnel (PSSP) and/or paraprofessionals (Educational Assistants) that are represented by a bargaining agent recognized under the *Labour Relations Act*.

External Collaboration Advisory Committee (Joint Advisory Committee): An external collaboration advisory committee comprised of representative stakeholders will be appointed to review collaboration applications and review long-term collaboration agreements and administrative procedure annually.

List of current services: A list of services currently offered by school board staff and external agencies can be found in Appendix D.

3. RESPONSIBILITY FOR IMPLEMENTATION

- 3.1 The director of education or designate and school principals are responsible for the implementation of the board administrative procedures for PPM 149.
- 3.2 A Joint Advisory Committee comprised of representative board and external stakeholders will be appointed to review administrative procedure annually.
- 3.3 As required, consultation around conflict will take place between an appointed committee of board and external provider representatives.
- 3.4 When conflict cannot be resolved, the collaboration will be terminated by the director of education of the Avon Maitland District School Board.

4. TYPES OF SERVICE

Services provided through collaboration must supplement existing services and not duplicate programming or services for students that is already provided by AMDSB staff. Ministry regulated exceptions to this section are documented in the AMDSB Special Education Plan (www.yourschools.ca). Any exceptions to this general requirement shall be approved in consultation with the director of education or designate.

- 4.1 Mental health, physical health, and/or social services may be provided to students in the school through collaborations with external agencies and may involve but are not limited to counseling, therapy and/or treatment and other activities to promote positive health and school environments.
- 4.2 The external agency and school staff shall work together collaboratively. Mutual respect and openness to different perspectives is essential for success.

5. PROCESS FOR DEVELOPING COLLABORATIONS

- 5.1 Collaboration with external agencies may be developed to address needs identified at the school or district level to provide additional opportunities for student success.
- 5.2 At the system level, the director of education or designate in consultation with the Joint Advisory Committee will:
 - assess the specific needs of the system as identified in the Board Improvement Plan
 - identify external agencies for potential collaboration opportunities
 - determine whether partnership(s) with external agencies shall be developed and implemented across the district
- 5.3 Annually, school principals will be made aware of existing collaboration agreements within the system.
- 5.4 Collaboration with external agencies for services to be provided at the school or the system level will be reviewed by the Joint Advisory Committee and approved by the director of education or designate.
- 5.5 For individual school collaborations, the school principal, in consultation with the school team will:
 - assess the specific needs of the school as identified in the School Improvement Plan or student's learning profile or as deemed necessary as a result of suspension or at-risk identification
 - identify external agencies for potential collaboration opportunities
 - determine whether collaboration with external agencies shall be developed and implemented in the school
- 5.6 Where a need is identified, external agencies will be invited to submit an Application for an Education Collaboration (Appendix B) to the director of education or designate.
- 5.7 **Screening Potential Collaborators**
Identified external agencies for collaboration opportunities are required to meet rigorous standards to ensure the safety and well-being of students as outlined in the Checklist for Application for External Collaboration (Appendix A) and Application for External Collaboration, including, but not limited to:

- a full description of the program or service to be offered
- the organization's history, ownership, funding base
- the nature of the service to be provided
- the anticipated outcomes of involvement
- evidence of congruence with Avon Maitland District School Board's mission, vision, values and strategic plan
- names of representatives to provide the service
- qualifications and supervisory relationships of external staff providing service
- provision of informed consent
- provision of and exchange of information (Release/Exchange of Information)
- proof of police reference check
- proof of liability insurance
- agreement to abide by all Avon Maitland District School Board policies and procedures
- agreement to participate in a conflict resolution process (as necessary)
- statement of fees and/or payment schedule
- proposed method of evaluation

5.8 Whether the collaboration is between an external agency and a school or an external agency and the system, the conditions for access shall be reviewed by the Joint Advisory Committee.

5.8.1 Services as per the Application for External Collaboration will meet the criteria under types of services in accordance with sections 4.1.

5.8.2 Services as per the Application for External Collaboration will meet the standards in accordance with sections 5.8.

5.8.3 All forms are properly completed with supporting documentation attached.

5.8.4 Services as per the Application for External Collaboration do not duplicate services already provided by Avon Maitland District Learning Services professional staff or unionized staff.

6. APPROVAL

6.1 External Collaboration Agreement

Upon receiving the External Collaboration Application:

6.1.1 The Joint Advisory Committee will prepare an External Collaboration Agreement (Appendix C), clarifying roles and responsibilities for the external provider including a copy of agreement requirements.

6.1.2 The Joint Advisory Committee will submit a copy of the External Collaboration Agreement to the director of education or designate for approval.

6.1.3 The school board will maintain copies of the agreement and related documentation for the life of the agreement.

6.1.4 The Joint Advisory Committee will receive and review external provider's evaluation report annually. The Joint Advisory Committee will advise the director of education or designate on the cessation, continuation or modification of the External Collaboration Agreement.

6.2 Collaboration Termination

6.2.1 Either the director of education or designate, or the external provider has the right to terminate the agreement after appropriate notice has been given as per the terms stated in the agreement.

6.2.2 The director of education reserves the right to terminate immediately a collaboration agreement should any of the following occur:

- The community collaborator becomes ineligible under any of the terms and conditions outlined in the collaboration agreement

- The collaborator uses the name of the Avon Maitland District School Board outside the parameters of the collaboration agreement; or
- The collaborator develops a public image incompatible with the board's mission, values, policies, procedures or curricular goals

7. AGREEMENT REQUIREMENTS - CONDITIONS FOR ACCESS

7.1 Qualifications/Supervisory Relationships for External Staff Providing Service

- 7.1.2 For external staff that belongs to a regulated professional college in Ontario, evidence of current qualifications appropriate to the services to be provided is required.
- 7.1.3 For external staff that 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. The name of the immediate supervisor, the supervision plan and the supervisor's qualifications must be provided.

7.2 Informed Consent Procedures

Documentation of the informed consent process for the parent/legal guardian(s) or student, who is of age, is required as per the agency policies and procedures.

7.3 Documentation

Any documentation (e.g. consent forms, questionnaires, case notes) will be retained and securely maintained as per the requirements of the relevant college and legislation.

7.4 Police Reference Check

As per current Avon Maitland District School Board policy and procedure.

7.5 Liability/Insurance

- 7.5.1 External providers must carry their own insurance that includes professional malpractice coverage (minimum \$2,000,000) to insure against civil litigation alleging incompetence, professional errors, omissions or charges laid by professional colleges or parents/legal guardians.
- 7.5.2 External providers are required to provide assurance that their staff has liability coverage while working on board property.

7.6 Supervision on Board Property

- 7.6.1 The school principal will be responsible for the operational activities of the external provider within the school (as per the Education Act).
- 7.6.2 The school principal will be responsible for outlining emergency response procedures to external agency staff when providing service in the building, specific student supervision restrictions or immediate health issues will be relayed to external agency staff, professionals and paraprofessionals as required.
- 7.6.3 The service provider will direct its personnel to seek instruction and support of the school principal on emergency procedures for a given site.
- 7.6.4 On-site supervision of the external agency paraprofessional must be conducted by the overseeing professional from the external agency in accordance with the guidelines and expectations.

- 7.7 Expectations for Space and Material Resources
 - 7.7.1 Any requests for designated workspace within Avon Maitland District School Board facilities by external providers must receive approval of the school principal. Requests for computer drops, phone line access may require the written approval of the Superintendent of Education and approval by the Facilities Department.
 - 7.7.2 All materials and equipment required for external staff to conduct their work must be provided by the external provider.
 - 7.7.3 External providers are required to adhere to school-based schedules where space must be shared with Avon Maitland School Board staff.
 - 7.7.4 External providers are to meet with students only on school premises in a specified location unless prior written consent is obtained from the parent/guardian of the student, and the principal is given prior notice.

7.8 Identification

Service providers must sign in at the school office for each visit and wear proper identification (preferably photo ID and/or visitor's badge) while in the school.

7.9 Student Referrals

- 7.9.1 Service providers are required to share relevant student information and complete appropriate student referral procedures should a student require further interventions during service program with the external provider.
- 7.9.2 Service providers will retain and securely maintain records of services provided and monitor access as per the requirements of the relevant college and legislation.

7.10 Willingness to participate in a conflict resolution process:

- 7.10.1 A meeting of school board and external staff will be convened in the event that a disagreement or dispute between the parties must be resolved. As required, conflict resolution will be addressed through a consultation model by an appointed committee of board representatives and representatives appointed by the external provider involved.
- 7.10.2 When conflict cannot be resolved, the collaboration will be terminated by the Avon Maitland District School Board.

7.11 The school principal is responsible for adhering to the terms and conditions of the agreement.

8. EVALUATION

- 8.1 The Joint Advisory Committee, in consultation with the school teams and Learning Services staff, shall evaluate each External Collaboration Agreement annually.
- 8.2 External providers will cooperate with the board in evaluating the effectiveness of the service provided with case-load evidence and appropriate anecdotal reports.

Checklist for Application for External Collaboration

Description of program or service to be offered (to be documented in the Description of Program or Service on the application form):

- With sufficient detail to address issues such as history and 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.yourschools.ca) for more information.

Names of representative of the external provider:

Qualifications/supervisory relationships for external staff providing service:

- For staffs 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 staffs that 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 supervisor's qualification is required.

Informed consent will be obtained:

- Copy of the proposed informed consent process for the parent(s)/legal guardian(s) or student who is of age for services to be provided **as per agency policy and procedures**.

Police reference check will be provided:

- External providers must obtain and produce a valid police reference check that meets the AMDSB 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 (\$2,000,000) to insure against civil litigation alleging incompetence, professional errors, or omissions or charges laid by professional colleges or parents/legal guardian.
- The external provider must assure 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 that is not registered with a college will be provided by the college registered supervisor, under which they work or by an appropriate supervisor from the external agency.

Respect for AMDSB collective agreements with unionized staff:

- External providers must demonstrate how services to be provided supplement current service delivery by board staff.
- External providers agree that the services that they are proposing are not in conflict with provisions of collective agreements with Avon Maitland District School Board (i.e.: OSSTF, OCTEA and ETFO agreements).

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 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 AMDSB procedures for confidentiality, equity and inclusion and human rights:

Statement of any fees or payment required:

Proposed method of evaluation along with proposed tools:

APPLICATION FOR EXTERNAL COLLABORATION

(Agency, Professional/Paraprofessional)

WHEREAS an external service provider seeks to provide an agreed upon service in collaboration with the Avon Maitland District School Board,

AND WHEREAS the Board stipulates certain policies and procedures with respect to the role of the external service provider within its premises and when interacting with Board personnel and students:

The external service provider agrees and undertakes as follows:

1. Policies and Administrative Procedures

The external service provider will abide by all board policies and administrative procedures.

2. Confidentiality

In any written or oral reports arising out of observations made on school premises, the external service provider shall not make any references to other students or school/board personnel by name or by any other means which could serve to identify the individual. All such reports shall be held in strictest confidence.

Where required, the external agency is responsible for ensuring the student has a valid Health Card. The Avon Maitland District School Board will not share any Health Card information that it may have on file.

3. Qualifications - Professionals

The external agency professional guarantees that he/she holds current, valid registration to practice in his/her discipline as directed by the appropriate regulated professional college or is supervised by a member of the college. (Please attach a copy of membership certificate and/or declaration that services will be delivered in accordance with professional standards.)

Name of Professional _____

Name of Regulated College _____

Registration Number _____

4. Qualifications - Paraprofessionals

The external agency paraprofessional guarantees that he/she has the training, qualifications or certification to perform the services proposed to render the agreed upon service and is supervised by a professional who is a current member of a relevant regulated professional college. (Please attach a copy of the details of the paraprofessional's role, responsibilities, the supervision plan, and the supervisor's current membership certificate and/or declaration that services will be delivered in accordance with professional standards.)

Degree or Diploma _____

University or College _____

Name of Supervisor _____

Name of regulated College _____

Registration Number _____

5. Liability

The external agency professional/paraprofessional guarantees that he/she has professional liability insurance in the amount which is in accordance with the stipulations of the college and names the board as an additional insured under the policy. A minimum of \$2,000,000 must be maintained to insure against civil litigation alleging incompetence, professional errors, omissions or charges laid by professional colleges or parent(s)/guardian(s). (Please attach a copy of proof of insurance.)

Name of Insurance Carrier _____

Amount of Coverage _____

Expiration Date _____

6. Criminal Background Check

The external agency professional/paraprofessional guarantees that he/she has a current (within the last 6 months) and satisfactory criminal background check. (Please attach a copy of report to this form.)

7. Programming Recommendations

The principal is responsible for the educational program. Any programming recommendations made by the external agency professional/paraprofessional are suggestions only and may be implemented in whole or in part at the sole and unfettered discretion of the principal.

8. On-site Supervision

On-site supervision of the external agency paraprofessional must be conducted by the overseeing professional from the external agency in accordance with the guidelines and expectations identified by the appropriate college to which the professional is a member.

9. Termination Privileges

The external agency professional/paraprofessional acknowledges that his/her access to the school premises may be terminated at any time at the sole and unfettered discretion of the principal or the board.

10. Length of Term:

The external agency will define the term of the agreement as time limited in number of weeks of service (i.e. short-term) or as an on-going collaboration, for concurrent school years (i.e.: long-term). All agreements will be reviewed annually.

11. Payment

The external agency professional/paraprofessional acknowledges that the board shall not be responsible for any accounts or services rendered in connection with school consultations, observations, and demonstrations or otherwise unless specified in a contractual agreement.

External Agency Professional/Paraprofessional Signature

Date

Witness Signature

Date

- c: Professional/Paraprofessional
O.S.R.
Superintendent of Education- School Operations
Superintendent of Education- Learning Services

EXTERNAL COLLABORATION AGREEMENT

BETWEEN

(NAME OF SCHOOL), Avon Maitland District School Board

AND

(NAME OF EXTERNAL PROVIDER)

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

For short term agreements, the parties agree to collaborate on activities for (period) , starting on (date).

For long term agreements 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 COLLABORATION:

As outlined in the Description of Program and Service form

AMDSB agrees to:

1. Maintain an "External Collaboration Advisory Committee" comprised of representative stakeholders as appropriate (e.g., board professional Support Services staff, staff representatives, parents, students), to 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 in the School Improvement Plan.

(Include all other school responsibilities not outlined in the Description of Program or Service Form)

(NAME OF EXTERNAL PROVIDER) agrees to:

1. Collaborate with AMDSB's Communication and Information Services Department regarding any promotional activities.
2. Participate in both program evaluation and any celebratory events.
3. Operate within the context of all AMDSB's policies and procedures including, but not limited to: External Collaboration Protocol, Abuse and Neglect of Students, Equity and Human Rights, Safe Schools, liability insurance and Police Reference Checks. It is understood that the Education Act, privacy legislation, and collective agreements govern AMDSB 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 AMDSB staff (e.g., principal, supervisory officer, school social worker) are informed.

(Include all other partner responsibilities not outlined in the Description of Program or Service form)

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. Where an external agency does not employ members of a college, the AMDSB must be satisfied that the staff of the external agency possesses the requisite skills, qualifications for performing the services offered.

LEGAL ISSUES:

(External Provider) must carry their own insurance which includes professional malpractice coverage (minimum \$2,000,000) 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.

POTENTIAL CONFLICT:

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 agreed 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 compromised of both in kind and human resources as the parties may agree, however, any cash contributions shall be cost effective to AMDSB and expenses incurred shall be detailed in the annual report.

PAYMENT OF FEES:

Where applicable, fees paid by the school board to the external agency are outlined in an appendix to this agreement.

EVALUATION:

It is agreed that the program evaluation will be submitted (timeframe) to the director of education or designate, where upon it will be reviewed by the Joint Advisory Committee. The Joint Advisory Committee will make recommendations to the director of education or designate with regards to the cessation, continuation or modification of the External Collaboration Agreement.

TERMINATION:

This Agreement may be terminated by the director of education or designate or (External Provider) upon the submission of thirty days written notice.

This agreement may be terminated without notice for failure to comply with any of the requirements contained in this procedure. The Notice of Termination shall be given in writing to each of the parties to this agreement.

Signed this _____ day of _____, 20____

Term of Agreement:

From: _____ To: _____

- Short term
- Long term

(Director of Education or Designate)
AMDSB

(Title) Signature
(Name of External Provider)

Current Services Available in Avon Maitland District School Board

Professional Services:

- Psychological Services
- Speech-Language Services

Specialist Teachers:

- Teachers of the Deaf and Hard of Hearing
- Teachers of the Blind and Low-Vision
- Behaviour Resource Services
- Teachers of Gifted Learners

Educational Assistants

Collaborative Agreements:

General Counseling:

- School-Based Health Nurses (PDHU, HCHU)
- Youth Justice Prevention Services (HPCCY)
- Huron Perth Centre for Children and Youth

Addiction Services:

- Choices for Change (Perth)
- Huron Addiction Services (Huron) and Treatment Programs
- Autism Demonstration Sites and Programs

Care and Treatment:

- Huron-Perth Children's Aid Society
- Stratford Children's Services
- Huron Perth Centre for Children and Youth
- Child and Youth Workers (HPCCY and Stratford Children's Services)
- CCAC – Community Care Access Centre

Autism:

- School Support Program- ASD (Thames Valley Children's Centre)

Psychological Services