



Northeastern Catholic District School Board

PROTOCOL FOR PARTNERSHIPS WITH EXTERNAL AGENCIES

Administrative Procedure Number: APE 004

POLICY STATEMENT

The Northeastern Catholic District School Board (NCDSB) is committed to promoting effective community-based partnerships with external agencies that foster continuous improvements in the delivery of programs and services for all students, including students with special needs.

REFERENCES

PPM 149: *Protocol for Partnerships with External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Service Professionals, and Paraprofessionals*

DEFINITIONS

External Agency

An organization or individual, external to the Board, that provides professional and regulated health services and/or social services by professionals and/or paraprofessionals.

Local Protocol

A written document that enables school boards to form partnerships with external agencies in the areas of regulated health professionals, regulated social services professionals and paraprofessionals.

Professional 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, as defined by the *Psychology Act, 1991*
- Social Workers, as defined by the *Social Work and Social Services 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

Partnership Agreement

A formal, written document which outlines the terms and conditions of an external service agreement that is signed prior to the implementation of the partnership programs and/or services.

Unionized Staff

School board-employed professional student services personnel (PSSP) and/or paraprofessionals that are represented by a bargaining agent and recognized under the *Labour Relations Act*.

PROCESS COMPONENTS

- 1.0 The Director of Education, in collaboration with the Superintendent of Education who is responsible for Special Education, is responsible to oversee this protocol.
- 2.0 A board-level committee will convene at least one time annually to identify potential new partners, to review appropriate administrative mechanisms, to review and/or complete partnership agreements. The Director's Leadership Team will serve in this capacity.
- 3.0 Partnership agreements will be consistent with the Board's operational values, beliefs, and goals while further enhancing student achievement outcomes. Partnerships must enhance and supplement, but not duplicate the delivery of existing services and not violate collective agreements.
- 4.0 The NCDSB will review programs and services regularly to ensure that there is no duplication between internal professional and paraprofessional staff and external partners, considering the following:
 - i) Programs and services that are currently delivered by external agencies:
 - ii) Programs and services that are currently delivered by NCDSB staff;
 - iii) Programs and services that could be delivered by NCDSB staff but are not being delivered by them for financial reasons or because requirements do not match the job descriptions or qualifications of NCDSB staff.

RESPONSIBILITIES

- 1.0 The Principal is responsible for the organization and management of the school, per the *Education Act*.
- 2.0 Supervision of paraprofessionals from external agencies is to be provided by staff from the external agencies, who are members in the relevant regulated college.
- 3.0 School boards, external agencies and all professional/paraprofessional staff must collaborate on the evaluation of programs and services regularly.

PROCEDURES

1.0 ESTABLISHMENT OF A PARTNERSHIP AGREEMENT

- 1.1 The external agency may contact the NCDSB to identify interest and discuss opportunities.
- 1.2 The NCDSB may contact external agencies to establish an agreement, based on system and student needs.
- 1.3 All professionals entering into an external partnership with the NCDSB must provide proof of a recent Criminal Background Check, proof of qualification with a professional College (where applicable), and proof of liability insurance.
- 1.4 A single Partnership Agreement may involve a series of NCDSB schools.

2.0 MAINTAINING A PARTNERSHIP AGREEMENT

- 2.1 All external partners agree to adhere to the NCDSB's standards of confidentiality, equity, safe schools, suspected child abuse reporting, human rights, and Catholic gospel values.
- 2.2 The external partners accepts that the NCDSB is not responsible for any loss arising from any act or omission on behalf of the partnering external agency.
- 2.3 Renewal of a Partnership Agreement will be completed on an annual basis by submitting an indication that information regarding the program or service will be consistent with the original request.
- 2.4 Programs and services provided by an external partner must not be in conflict with provisions of collective agreement with unionized NCDSB staff.

3.0 REQUIRED DOCUMENTATION OF A PARTNERSHIP AGREEMENT

The following documentation and information are required as an attachment when a partnership agreement is being considered:

- i) **Description of the external agency**
Provide the name, address, and general philosophy of the agency.
- ii) **Description of the program/service**
A description of the program/service title, goals, and expected outcomes. Includes information on the format of the intervention (individual, group, class, school-wide), specific grades, resources required (space, materials), program timelines, and contact person.
- iii) **Confidentiality and Informed Consent**
Description of the procedures for obtaining consent and a blank copy of the informed consent. Copies of communication strategies to families/participants are required. The external agency is responsible to obtain informed consent from the parent/guardian.

iv) Criminal Background Check / Vulnerable Sector Screening

In accordance with the Education Act, the NCDSB shall collect:

- A criminal background check in respect to an individual before the individual first becomes a service provider at a school site of the NCDSB and an offence declaration;
- An offense declaration from the individual by September 1 of each year in which the individual service provider at an NCDSB school site after that day.

v) Proof of Insurance

External agency partners 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/guardians. The external agency partner is required to provide assurances that their staff is covered while working on NCDSB property.

vi) Qualifications/Supervisory Relationships

External agency staff who are members of a regulated professional college must include:

- Current qualifications as relevant to the services to be provide
- Current membership in the relevant regulated college and declaration of delivery of services in accordance with professional standards of practice

External agency staff who are paraprofessionals must include:

- Evidence or work under a clinical supervision of staff from the external agency who currently holds membership in the relevant regulated college and details of the paraprofessional's role and responsibilities
- Name of immediate supervisor and qualifications
- Supervision plan with time

vii) Evaluation

The NCDSB and external agencies should collaborate on the evaluation of programs and services as part of the annual review process. Proposed methods of evaluation along with proposed tools may be included within the Partnership Agreement.

viii) Finances and Resources

Statement of any fees, resources, or payments is required prior to the approval of the Partnership Agreement.

ix) Termination Agreement

The terms of termination should be specified in each agreement. It will be understood that the Principal or NCDSB may terminate access to the school premises of the external agency at any time. It will also be agreed that the external agency, the school, or the NCDSB may terminate the Partnership Agreement with thirty days written notice.

4.0 RELATED FORMS AND LETTERS

Template – Partnership Agreement

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Date: March 2021