



Upper Canada District School Board

EXTERNAL COLLABORATIVE RELATIONSHIPS PROTOCOL

1.0 OBJECTIVE

To provide a framework for creating and implementing collaborative relationships with external agencies, Professionals or Paraprofessionals, to support the Board's ability and capacity to provide programs and services for students, including students with special needs.

2.0 DEFINITIONS

Description of Program or Service: A written record of the Board's or school's and the external agency's, professional's or paraprofessional's goals, objectives, roles and responsibilities for carrying out collaborative activities that occur for a specific period of time.

External Collaborative Relationship: Is an ongoing, mutually beneficial and supportive arrangement between the Board or a school and an external organization, agency, professional or paraprofessional, to enhance or expand opportunities for student success and who share the Board's values, objectives, resources and responsibilities to achieve desired learning outcomes.

External Providers: The external provider of services or programs, which includes an individual professional or individual paraprofessional as well a clinic and staff, professional corporation and staff, agency and staff or organization and staff.

Long-Term Basis: Is defined to mean a consecutive 12 month period.

Paraprofessionals: Individuals with relevant post-secondary or on the job training who work under the supervision of a member of a relevant regulated professional college in Ontario, e.g. occupational therapy assistants or physiotherapy assistants, and communication disorders assistants.

Memorandum of Understanding (MOU): A formal, written document which outlines the terms and conditions of an External Collaborative Relationship that is an agreement, executed prior to the implementation of the provision of services and/or programming.

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

Professional Support Services Personnel (PSSP): Professional Board staff subject to the collective agreement.

3.0 RESPONSIBILITY

Responsibility for MOUs and this protocol shall be that of the Superintendent of Special Education or designate.

3.1. Committee

The Board shall create a committee, which shall include one or more representatives from the Special Education department, PSSP staff, business services, elementary principals and secondary principals for the purpose of investigating potential collaborative relationships, evaluating and identifying criteria and parameters for collaborative relationships and approving MOUs.

3.2. The Committee shall meet at least once per year and more frequently depending upon the need identified by the Superintendent of Special Education.

3.3. The approval of new collaborative relationships with External Providers shall occur at least once per year.

3.3.1. Proposals for approval of collaborative relationships with External Providers may be submitted by principals and/or Special Education staff.

3.3.2. Proposals shall include:

- a description of the external service provider including:
 - for Clinic, Agency, Professional Corporation, Public Institution/Organization or Hospital: history of ownership/operation and funding source(s)
 - for each Professionals: education, qualifications, Professional College membership number, and history of practice,
 - for each Paraprofessionals: training, years of experience, name of Professional supervising, supervisor's Professional College membership number and years of practice, and supervision plan;
- a description of the programs/services to be provided;
- plan of service/program - including the duration the program/service will be provided, number of students to be served, frequency of service;
- the outcome anticipated;
- representative(s) and/or contact person for the external provider;
- cost; and
- required space and materials.

3.4. The evaluation of existing collaborative relationships and potential collaborative relationships shall occur at least once per year in accordance with the proposed method of evaluation and evaluation tools and/or norms identified in the MOU.

4.0 Parameters of Collaborative Relationships

- 4.1.** Collaborative relationships between the Board and an External Provider shall support the assessment and consultative work of PSSP staff on an intermittent basis and/or for short-term periods, and may include speech-language assessments; psychological assessment, social work intervention. Collaborative relationships between the Board and External Providers shall provide the Board's students with access to services not provided by Board personnel, which may include:
- (a) audiological assessments;
 - (b) speech articulation therapy;
 - (c) occupational therapy assessments and therapeutic intervention;
 - (d) physical therapy assessments and therapeutic intervention;
 - (e) psychiatric assessments and consultative services;
 - (f) orientation and mobility training;
 - (g) psychological therapy;
 - (h) group and individual therapy.
- 4.2.** External Providers shall not provide services performed by PSSP staff.
- 4.3.** External Providers shall be provided with an opportunity to utilize existing school spaces and materials provided that the external provider does not compromise the ability for Board staff to perform their duties, and such determination will be made by the school principal in consultation with the Superintendent, Special Education.

5.0 Memorandum of Understanding

- 5.1.** Each approved collaborative relationship shall be documented with a Memorandum of Understanding agreed to by the parties.
- 5.2.** The MOU shall include a copy of or incorporate the information contained in the proposal or a revised proposal (identifying any amendments to the proposal, as agreed to by the parties).
- 5.3.** In addition to the proposal, the MOU shall include the following provisions:
- (a) Documentation to be utilized for the informed consent process for the parent/legal guardian(s) or student who is of age, to consent to the services to be provided. Sample forms are to be appended to the MOU.
 - (b) Documentation to be utilized for consent for the disclosure of personal information, including personal health information (as appropriate), of student(s) from the Board to the external provider and from the external provider to the Board, as required. Sample forms are to be appended to the MOU.
 - (c) Arrangements between the external provider and the Board regarding the care and control of the personal information and the personal health information of students, including a process for notification of breach of personal information.

- (d) External Providers must obtain and produce a valid police reference check in compliance with the standard for vulnerable persons used by the Board (full disclosure), which must be dated within the past 6 months. External Providers must provide proof of insurance which includes negligence and professional malpractice coverage of a minimum \$2,000,000, to insure against civil litigation alleging negligence incompetence, professional errors, omissions or charges laid by professional colleges or parents/legal guardians. In accordance with the *Education Act* and regulations, the principal shall be responsible for the organization and management of the school (as per the *Education Act*).

Clinical supervision of the external provider's staff not registered with a Professional College, including Paraprofessionals and other support staff (if any), shall be provided by the external provider's Professional supervisor under whom the external Paraprofessional or support staff shall work.

- (e) A declaration executed by each Professional providing services or supervising the provision of services by Paraprofessionals confirming that the delivery of services will be in accordance with professional standards or practice.
- (f) Expectations for space and material resources shall be specifically identified.
- (g) A resolution process involving a staff member of the Board, as determined by the Superintendent of Special Education, and a staff member of the external provider, in the event that a resolution is not forthcoming, a third party mediator may be appointed. Agreement by the external provider to comply with Board policies and procedures, including but not limited to the Board's Code of Conduct and conflict of interest, confidentiality, equity and human rights policies and procedures.
- (h) Details regarding the fees and payment schedule, if any.
- (i) A proposed method of evaluation including details of the proposed evaluation tools and/or norms.
- (j) Confirmation that the external provider and its staff members are not in a conflict of interest providing programs and/or services for the Board.
- (k) Term and termination of the agreement. The term shall not be greater than 12 months.

6.0 Transparency

- 6.1.** A copy of this protocol shall be posted on the Board’s website.
- 6.2.** A copy of the MOU between the Board and External Providers shall be accessible pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*.
- 6.3.** At no time shall the personal information of students of the Board be disclosed except with the prior consent of the parent/guardian and/or adult student or as required by law.

For the Board:

For PSSP:
