

Protocol for collaborative agreements with external agencies for the provision of services by regulated health professionals, regulated health social service professionals and paraprofessionals.

### **Administrative Guidelines**

Collaborative Agreement Protocols are intended to create a mutually supportive, reciprocal arrangement between a school or school board and external agencies. The main purpose is to supplement learning, although it is a given that all organizations involved can and should benefit from the association. Whatever the involvement, it is crucial that the participants agree to and implement the stated goals and objectives.

Peel District School Board Policy #5 states, "It is the policy of the Peel District School Board to support, facilitate and encourage the development of authentic, mutually beneficial relationships between schools and the larger community, including business and non-business sectors, with due sensitivity and regard for the legitimate needs of all parties involved."

The Board also subscribes to guidelines consistent with the ethical guidelines from the Conference Board of Canada as follows:

Collaborative relationships are supported which:

- enhance the quality and relevance of education for learners;
- mutually benefit all parties;
- treat fairly and equitably all those served by the relationship;
- provide opportunities for all parties to meet their shared social responsibilities toward education;
- acknowledge and celebrate each party's contributions through appropriate forms of recognition;
- are consistent with the ethics and core values of all parties;
- are based on the clearly defined expectations of all parties;
- are based on shared or aligned objectives that support the goals of each organization;
- allocate resources to complement and not replace public funding for education;
- measure and evaluate performance to make informed decisions that ensure continuous improvement;
- are developed and structured in consultation with all parties;
- recognize and respect each parties expertise;
- identify clearly defined roles and responsibilities for all parties;
- involve individual participants on a voluntary basis.

Speech-Language Pathologists, Psycho-educational Consultants and Social Workers provide a highly valued service to Peel schools on a daily basis. Collaborative initiatives with external agencies are welcomed as a means of augmenting and supplementing existing internal resources. The establishment of collaborative agreements with external agencies can at times

provide services which these internal Board support personnel are not providing. Such agreements are intended to supplement and enhance (not to duplicate) the work of the school team. On-going collaborative ventures with external agencies enable the Board to offer a wider spectrum of services which ultimately will enhance student learning.

### **Establishment of Collaborative Agreements**

When agreements are established, certain procedures must be in place to ensure quality of service, accountability, and a smooth integration with existing support services in the Board. The following areas must be addressed:

#### 1. Collaborative Agreements

Usually an external agency is offering a specific service to the school in order to meet an identified need. A written collaborative agreement, of no greater than a twelve (12) month period, agreed to and signed by all parties involved will help to clarify expectations, timelines, procedures, and accountability. This agreement will include:

- the need for service identified by the school;
- the specific service offered by the external agency to address that need;
- the qualifications/credentials of the external agencies;
- when, where and how the service will be delivered (a specific location in the school and proper identification worn by external agencies can reduce complications);
- the type of records which will be generated and who will be responsible for maintaining the record, who will have access to these records;
- an evaluation process, co-ordinated by the Principal, will determine the success of the external agencies in addressing the identified need.
- confirmation that the principal is responsible for the operational activities of the school;
- confirmation that the external agency will comply with all Peel District School Board policies and procedures, including the duty to report a child in need of protection, and Code of Conduct and human rights and equity policy.

It is critical that Criminal Record Checks and vulnerable Sector Screening are in place before any service is provided. In accordance with the *Education Act*, the board shall collect a criminal background check in respect of an individual before the individual becomes a service provider at a school site of the board and an offence declaration from the individual each year.

#### 2. Integration with Professional Student Services Personnel (PSSP) Staff

When an agreement is being considered, discussion with Professional Student Services Personnel (PSSP) Staff will assist in clarifying role expectations and generate ideas about how existing Professional Student Services Personnel (PSSP) Staff can facilitate the implementation of the proposed service delivery model. On-going consultation with the appropriate Professional Student Services Personnel (PSSP) Staff about students whom the Professional Student Services Personnel (PSSP) and the external agency have in common will assist in the referral, intervention and termination process.

#### 3. Consent/Confidentiality

Before any service is provided, it is important that written consent be obtained from parents if the student is under 16 years of age, and from students themselves if they are over 16

years. (Please note that this may vary depending upon the legislation governing the external agency.) Consent must be informed and time-limited with parents/students being advised about the type of service offered, who is delivering it, the timelines involved and their ability to access information. If service providers require access to specific student information, informed consents must be completed for this as well. In cases where a student is withdrawn from regular classroom activities to receive services, informed consent by the parent or adult student is required.

#### 4. Liability

Liability coverage must be \$2 million per occurrence, and the Peel District School Board must be named in the current Certificate of Insurance from the outside agency. A copy of the Insurance Certificate, including professional liability (errors and omissions) and general liability, will be kept on file at the school, and a copy forwarded to Risk Management and Security at the Board office. The external agency is required to provide assurances that their staff is covered while working on Peel District School Board property. These areas are summarized in the attached checklist (Appendix A). A sample agreement is also attached (Appendix B).

#### 5. Qualifications/Supervisory Relationships

External agency staffs who are members of a regulated professional college must include; current qualifications relevant to the services to be provided, current membership in the relevant regulated college and a declaration that the delivery of services shall be in accordance with professional standards of practice. External agencies must ensure that neither the agency/clinic/professional corporation or individual staff or contractors are in a conflict of interest providing services pursuant to the agreement with Peel District School Board. External agencies who are paraprofessionals must provide: evidence of work under the clinical supervision of a staff person from the external agency who currently holds membership in the relevant regulated college and details of the paraprofessional's role, the paraprofessional's responsibilities, the supervision plan with time identified and the supervisor's qualifications.

#### 6. Evaluation

The Peel District School Board, the external agencies and Professional Student Services Personnel (PSSP) must collaborate on the review of services provided on a yearly basis.

#### 7. Termination Agreement

The terms of termination will be specified in each agreement. It is understood that the Principal or Board may terminate access to the school premises of the external professional/paraprofessional/supervisor at any time. It is also agreed that the external agency or Peel District School Board may terminate the collaborative agreement on the giving of thirty days written notice.

#### 8. Fees Payment

The terms of any fees or payment for the external agency's provision of services shall be detailed in the agreement.

## 9. Responsibilities and Structures

- Board Administrative Position: The Superintendent of Special Education Support Services will be assigned to manage the protocol review and development process.
- A central committee will be established. The Collaborative Agreement Review Committee (CARC) will be composed of representatives from Professional Student Services Personnel (PSSP), Peel Principals' Vice-Principals' Association (PPVPA), Secondary Principals/Vice-Principals, Chief Psychologist, Chief Social Worker, Chief Speech-Language Pathologist and the Superintendent of Special Education Support Services. On a yearly basis the committee will:
  - Identify and update the list of potential external agencies delivering services to Peel District School Board Students.
  - Identify and update a description of services currently delivered by school board Professional Student Services Personnel (PSSP) as well as identify and update the descriptions of any services not being delivered by Board Professional Student Services Personnel (PSSP) for financial reasons or because requirements do not match the job descriptions or qualifications of board Professional Student Services Personnel (PSSP)
  - Review and approve potential external agencies and the terms of an agreement for service provision.
  - Ensure input by the Collaborative Agreement Review Committee (CARC) in any attempt to resolve disagreements or disputes that might arise between Peel District School Board and the external agency.
  - Review the responsibility of the Principal for the organization and management of the school as per the Education Act as it relates to external collaborative agreements.
  - Provide opportunities for the Peel District School Board, external agencies and Professional Student Services Personnel (PSSP) to collaborate on a yearly review of services.

## REFERENCES

Appendix A – Checklist for Collaborative Agreements  
Appendix B – Sample Collaborative Agreement  
Appendix D – External Service Application Proposal

Board Policy #5

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10 08 23

## CHECKLIST FOR COLLABORATIVE AGREEMENTS

### To be completed by CARC

- identify specific needs to be addressed
- identify how specific services provided will address need
- develop communication plan provided by the agency with Professional Student Services Personnel (PSSP), when appropriate, for student referrals and intervention\*
- determine plan for informing parents/guardians of service\*
- review credentials of service providers, share Criminal Record Check information and contact criminal record check department  
<http://inet.peelschools.org/departments/humres/criminalrecordcheckwebpage.htm>
- obtain copy of current Certificate of Insurance naming the Peel District School Board and ensuring \$2 million liability coverage for professional liability (errors and omissions) and general liability
- file Certificate of Insurance for professional liability (errors and omissions) and general liability at the school and send a copy to Risk Management and Security at the board office
- identify any services which duplicate board services
- identify any financial implications
- if there is a research component contact the research department

### To be completed by School

- involve appropriate Professional Student Services Personnel (PSSP) in initial and on-going discussions
- delineate roles of all staff involved, including Professional Student Services Personnel (PSSP)
- discuss service delivery plan with agency
- determine how students will be identified
- develop communication plan provided by the agency with Professional Student Services Personnel (PSSP), when appropriate, for student referrals and intervention\*
- determine plan for informing parents/guardians of service\*
- develop service agreement
- sign collaborative agreement form (send to superintendent for signature and send signed copy to CARC and make a copy for the school records)
- decide on location for service provision
- develop schedule for specific hours of service
- ensure Criminal Record checks are in place  
<http://inet.peelschools.org/departments/humres/criminalrecordcheckwebpage.htm>
- provide identification badges for service providers
- ensure all staff at school are aware of the service being provided
- inform other key personnel (e.g. Superintendent of Education) re: service agreement
- determine type of documentation and records, location of records and who has access
- establish specific meeting times during service provision to review progress
- develop a communication plan for sharing information with parents
- obtain written consent for:
  1. service provision
  2. access to school information (not Ontario Student Record (OSR))
- provide a copy of the signed Collaborative Agreement to the Collaborative Agreement Review Committee
- determine possible terms for potential termination of the agreement
- develop an evaluation plan
- If services are provided after hours, develop supervision plan

**COLLABORATIVE AGREEMENT**

**between**

**Name of School and Name of External Agency**

This educational collaborative *relationship* is a mutually supportive reciprocal agreement between school and external agency to provide the following service:

*(state clearly the purpose and the nature of the activities to meet identified need)*

Both parties acknowledge and agree that external agency is not an agent of the Board and none of the service providers are employees or agents of the Board.

External agency agree that no fees are payable to it by the Board, and neither the Board, students/parents or staff of the Board are responsible for any expenses of external agency in connection with this provision of service.

The service will be provided by external agency effective from date until date; however, either the school or external agency may terminate this agreement for any reason with reasonable notice to the other. Reasonable notice shall be 30 days. During the time of this agreement, the following responsibilities are agreed upon:

**EXTERNAL AGENCY**

1. **Procedures** operate within the context of the Peel District School Policies, Operating Procedures and Collective Agreements, including but not limited to the Certificate of Insurance (professional liability (errors and omissions) and general liability), Criminal Record Checks, Reporting Children in Need of Protection, Human Rights Policy and Procedures, and the Code of Conduct for the school. The Board's Policies and Procedures are available on the Board's internet @ [www.peelschools.org](http://www.peelschools.org)
2. **Accountability** provide credentials and qualifications of service providers and their supervisors to the school and ensure that they comply with the rules of professional conduct for their profession as outlined by their College
3. **Liability** provide the board with a copy of a current Certificate of Insurance for \$2 million relating to professional liability (errors and omissions) coverage and general liability. The Peel District School Board must be named on the Certificate of Insurance. Assurance is also required that staff are covered while working on Board property
4. **Location** service providers 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
5. **Identification** service providers sign in at the school office for each visit and wear proper identification (Ontario Education Services Cooperation photo ID and visitor's badge) while in the school
6. **Records and Confidentiality** keep a record of services provided, and monitor access. 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
7. **Evaluation** cooperate with the board in reviewing the effectiveness of the service provided

8. **Termination** This agreement may be terminated by the external agency, Peel District School Board, or school on the giving of thirty days written notice.

**SCHOOL**

1. **Consent** obtain appropriate written informed consent from the parent/guardian of the student or student (over 16) to whom the service will be provided
- assist in obtaining written consent from the parent/guardian or student (over 16) if access to the Ontario Student Record (OSR) or other relevant school information is necessary for provision of service
2. **Location** space must be identified and must complement the needs of school board staff and not compromise the boards staff ability to execute their duties
3. **Monitor** monitor the service and provide advice to service provider if necessary
4. **Evaluation** cooperate with the external agency in reviewing the effectiveness of the service provided

Both Peel District School Board and external agency agree that all information obtained during the provision of services will remain confidential.  
The parties confirm that they are bound by the terms and conditions set out above by signing in the spaces provided below. The external party confirms that staff are members in good standing of the College or other organization governing their profession.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
External Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

c: Superintendent of Special Education Support Services  
Collaborative Agreement Review Committee  
Superintendent of Education  
Security and Risk Management Department



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[www.peelschools.org](http://www.peelschools.org)

**EXTERNAL SERVICE APPLICATION PROPOSAL \***

Agency/Individual: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_

1. Brief overview of proposed service:

2. How will this proposed service benefit students? Cite any relevant research evidence.

3. How will the Peel District School Board (PDSB) staff know the proposed service is having the intended benefit?

4. How will consent for participation be obtained?

5. Who provides clinical supervision to the service providers?

6. How will debriefing/feedback to the student, family and PDSB staff be accomplished? How often will feedback be provided to the student, family and PDSB staff?

7. What is the time frame for the proposed service?

8. What PDSB facilities are required? When will they be required?

9. What assistance do you require from PDSB staff?

10. Have you considered schools to which this proposal may be applied. If yes, how were these schools identified and why and by what criteria were they selected. If no, do you require assistance in selecting sites.

11. Is there a research component to the proposal? If yes, describe.

12. Are there any financial implications (school, teachers, parents) of the proposal? If yes, describe.

13. What are the applicants credentials e.g. College Registration Number? How can you identify yourself in schools e.g. name badge?

Signature of external service provider: \_\_\_\_\_

**For CARC use:**

Date reviewed: \_\_\_\_\_

Approval: Yes  
No

*Next steps*

CARC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

\* All approved applicants are required to provide an original Criminal Record check that is satisfactory to the Board prior to the commencement of any work in Peel. The cost of the Criminal Record Check is the sole responsibility of the client.