

<i>Rainy River District School Board</i>	SECTION 2 <i>Organization & Administration</i>
COMMUNITY SERVICE PROVIDERS IN SCHOOLS	2.66
PROCEDURE	

PURPOSE

This procedure applies to those situations in which a community service provider is offering programs/services within a school(s) of the Rainy River District School Board and, such individual or small group programs/services would typically be provided by board staff. It does not apply to guest speakers, class presentations, or assemblies. Nor does this procedure apply to services provided under PPM 81 (Provision of Health Support Services in School Settings), PPM 140 (Integrating methods of Applied Behaviour Analysis (ABA) into programs for students with Autism Spectrum Disorder (ASD), and board-wide protocols with Children’s Aid Societies or police.

RATIONALE

A partnership agreement with a community service provider may augment or enhance (not duplicate) the work of board professional staff while respecting the rights, responsibilities, and interests of both students and staff. A written, signed partnership agreement between the parties will help clarify expectations, roles and responsibilities, timelines, procedures, accountability, service quality, compliance with professional standards, integration/coordination, fees for service, and a dispute resolution process.

GUIDELINES

1.1 Establishing a Partnership Agreement

The partnership agreement will address:

- the need for programs/services identified by the school/board
- the specific programs/service offered by the external partner to address the identified need, including scope and any limitations
- the qualifications/credentials/identification of the community service providers and supervisors specific to each location and partnership
- Criminal Background Check including vulnerable sector screening
- the role/responsibility of the school/board
- supervision, reporting, and accountability
- ensuring community service providers are informed of relevant board protocols, child protection requirements, policies, etc.
- records management related to the services delivered (Freedom of Information, OSR regulations, access, retention, storage location, security, etc.)
- consent as required

- a review/evaluation process with timelines
- a dispute resolution process

1.2 Integration with Relevant Board Staff

When a partnership between a community service provider and the school/board is being considered, discussion with relevant board staff will assist in clarifying roles and responsibilities, facilitating the proposed services, and enhancing student learning. Ongoing consultation/collaboration between the board professional staff and the service provider about students of common interest is essential during all aspects of involvement with the student, including referral, planned service/interventions, case management, integration with the student’s day-to-day school program/IEP, and discharge.

1.3 Liability

Liability coverage of \$2M must be provided by the community service provider. (Within the partnership agreement the community service provider will certify that their current liability coverage extends to services provided to the Rainy River District School Board). A copy of the Certificate of Insurance, including professional liability (errors and omissions) and general liability, will be kept on file at the school and with the Superintendent of Business of the Rainy River District School Board.

<u>CROSS REFERENCE</u>	<u>DATE REVIEWED</u>	<u>LEGAL/MINISTRY OF EDUCATION REFERENCE</u>
Policy/Procedure 3.52 Criminal Background Check with Vulnerable Sector Screening	December, 2009	Ontario Ministry of Education Policy/Program Memorandum No. 149 – Protocol for Partnerships with External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Service Professionals, and Paraprofessionals.

Appendix A

GUIDELINE FOR PARTNERSHIP AGREEMENTS

1. Identify who will be included in the partnership agreement.
2. Validate external agency status.
3. Identify specific needs to be addressed.
4. Identify how specific services provided will address the specific needs.
5. Discuss service delivery plan including frequency, monitoring and supervision.
6. Determine how students will be identified for services.
7. Involve appropriate Board personnel (eg., Superintendent of Education, Special Education Coordinator, Speech/Language Coordinator) in initial and on-going discussions.
8. Develop communication plan with staff, when appropriate for student referrals and intervention.
9. Describe consent requirements for:
 - (a) Service provision;
 - (b) Access to school information (not OSR);
 - (c) Verify that “Consent To Release Information” form is completed.
10. Develop a communication plan for sharing information with parents/guardians.
11. Develop and sign service agreement.
12. Decide on location for service provision.
13. Develop schedule for specific hours of service.
14. Establish minimum credentials of service providers and appropriate supervisor’s qualifications per PPM 149.
15. Ensure Police Record Checks are completed.
16. Obtain copy of current Certificate of Insurance naming the Rainy River District School Board and ensuring \$2 million liability coverage for professional liability (errors and omissions) and general liability.
17. Ensure identification badges for service providers are worn.
18. Ensure copies of “Ontario Education Services Corporation” Identification Cards are provided and on file.
19. Delineate roles of all staff involved.
20. Communicate with the school community regarding the service being provided.
21. Inform other key personnel (SERTS, principals) re: service agreement.
22. Determine type of documentation and records, location of records and who has access.
23. Annually evaluate and review the partnership agreement with the joint advisory committee (Board, System, and Community Partners).
24. Discuss dispute resolution process.
25. School board to retain *Partnership Eligibility Documentation* to inform subsequent protocol reviews.

PARTNERSHIP AGREEMENT

Between

Name of School/Board

And

Name of External Partner

This educational partnership is a mutually supportive reciprocal agreement between school(s)/board and external partner to provide the following service:

description of service to meet identified need

Both parties acknowledge and agree that external partner is not an agent of the Rainy River District School Board (the Board) and none of the service providers are employees or agents of the Board.

External partner agree that no fees are payable to it by the Board, and neither the Board, students/parents nor staff of the Board are responsible for any expenses of external partner in connection with this provision of service.

The service will be provided by external partner effective from date until date; however, either the school/Board or external partner may terminate this agreement for any reason with reasonable notice to the other. Reasonable notice shall be 30 days. A principal has the authority to limit access to the school or discontinue the service agreement, under the Education Act and policies of the Board.

Any concerns or complaints should be brought to the attention of the principal. Disputes will be addressed by the Joint Advisory Committee.

During the time of this agreement, the following responsibilities are agreed upon:

EXTERNAL PARTNER

- 1. Procedures** Operated within the context of the Rainy River District School Board's, policies*, procedures and collective agreements, including but not limited to the Certificate of Insurance (professional liability, errors and omissions and general liability), Student Discipline, Reporting Suspected Child Abuse, Freedom of Information Protection of Privacy, Service Providers, the Harassment Policy and the Code of Conduct for the school. The principal is responsible for the organization and management of the school *per* the *Education Act*.
- 2. Accountability** Provide credentials/qualifications and current college membership of service providers and supervisors to the school and ensure that they comply with the rules of professional conduct for their profession and/or accepted standards of practice.
- 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.
- 4. Location** Service providers meet with students only on school premises in a specified location unless prior written consent is obtained and the principal is given prior notice.
- 5. Identification** Service providers sign in at the school office for each visit and wear proper identification (preferably photo ID and visitor's badge) while in the school.
- 6. Records** Keep a record of services provided, and monitor access as discussed with the principal.
- 7. Annual Evaluation and Review** Cooperate with the Board in annually evaluating and reviewing the effectiveness of the service provided.

*Available on the Board's website: www.rrdsb.com

SCHOOL

- 1. Consent/Release of Information** Obtain appropriate consent/release of information.
- 2. Location** Provide appropriate space for the provision of service recognizing the need to co-ordinate the use of space
- 3. Monitor** Monitor the service and provide advice to service providers if necessary
- 4. Evaluation and Review** Cooperate with the external partner in annually evaluating and reviewing the effectiveness of the service provided

Both Rainy River District School Board and external partner agree to protect the confidentiality of client information.

Principal/Superintendent	Date
External Partner	Date
Director of Education	Date

cc: External Partner
Principal/School

Annual Review Date: _____