

**Protocol for**

**Working Agreements with External Programming**

**and/or Service Providers**

**by**

**Regulated Health Professionals,**

**Regulated Social Service Professionals,**

**and Paraprofessionals**

**Origin: PPM 149**

**Adopted: November 23, 2010**

**Revised: November 18, 2016**

## **1.0 GUIDELINES**

The Lambton Kent District School Board supports working agreements that are consistent with its vision and mission statements and existing policies and procedures. Working agreements are recognized as mutually beneficial and supportive arrangements between a school and an external mental health, physical health or social service agency, professional or paraprofessional. The intent of these working agreements is to enhance or expand opportunities for student success and who share values, objectives, resources and responsibilities to achieve desired learning outcomes.

## **2.0 OBJECTIVE**

To provide schools with a framework to form working agreements with external agencies in the areas of regulated health professionals, regulated social service professionals and/or paraprofessionals.

## **3.1 DEFINITIONS**

### External Provider

An organization, not internal to a school board, that employs or contracts with regulated health professionals, regulated social services professionals and paraprofessionals to provide programming and/or services that might be beneficial for the Board.

### Unionized Staff

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

### Professional Student Services 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 and Psychological Associates, as defined by the *Psychology Act, 1991*
- Social Workers, as defined by the *Social Work and Social Service Work Act, 1998*
- Paraprofessionals are defined as individuals with relevant post-secondary or on the job training e.g. Art Therapists, Child and Youth Workers, Child and Youth Counsellors, Occupational Therapy Assistants or Physiotherapy Assistants, and Communication Disorders Assistants.
- 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 this protocol Working Agreement

A formal, written document that outlines the terms and conditions of an arrangement with an external provider to provide programming and/or services for students, which is signed prior to the implementation of the programs and/or services.

## **4.0 PROCESS COMPONENTS**

### Responsibility

The Superintendent of Education - Special Education shall be responsible to oversee this protocol.

### Working Agreement Expectations

The expectation of all working agreements shall be to enhance the quality and effectiveness of education for students. Working agreements must enhance and supplement but not duplicate the delivery of services of professional student support services staff and/or paraprofessional staff and not violate collective agreements.

## Programs and Services

Professional student support services personnel provide diverse and flexible services in enabling students to reach their full potential. The supports are essential for the delivery of programs and services for all students and particularly those with special needs.

### Eligibility

Working agreements may be considered for approval for interventions that involve groups of students, classroom programs or school wide initiatives and for which an appropriate Lambton Kent District School Board employee is present. Lambton Kent District School Board staff presence is mutually beneficial as it will assist external providers in the delivery of the program and/or services and will increase board staff's capacity in delivering supports.

## **5.0 PROCEDURES FOR ESTABLISHING A WORKING AGREEMENT**

Working agreements will be most relevant and pertinent when developed in a collaborative and coordinated effort between school staff, professional student support services personnel, paraprofessionals and community service providers. Seeking input from students and parents is encouraged as they can typically speak directly to the relevance and interest in intervention programs. Even in situations where school based programs have been previously developed and implemented in other Lambton Kent District School Board schools, consideration for individual school preferences should be given.

As such, the starting point for development of Working Agreements should be collaboration between external agency personnel and the school Principal, professional student support services personnel and other relevant school staff. In situations where a program has been previously implemented in Lambton Kent District School Board schools, the working agreements should be reviewed and tailored to the specifics of a school(s). Note that a single working agreement could involve a series of Lambton Kent District School Board schools.

Initial information regarding the suitability or possibilities of a working agreement can be directed as follows:

- 5.1.1** Mental Health Agreements – Mental Health Lead, Manager of Psychological Services and/or System Coordinator of Special Education
- 5.1.2** Speech and Language Agreements – Special Education Coordinator and/or System Coordinator of Special Education
- 5.1.3** Students with Autism Needs – Special Education Coordinator and/or System Coordinator of Special Education

Following agreement by the local school and following completion of required documentation, Working Agreements will be approved by the Superintendent of Education – Special Education prior to any implementation. Renewal of a Working Agreement following an evaluation of the effectiveness of the programs and/or services provided will be completed on an annual basis by confirming that information regarding the program and/or services will be consistent with the original request.

## **6.0 MAINTAINING A WORKING AGREEMENT**

Working agreements must be in keeping with the Lambton Kent District School Board vision and mission statements and existing policies and procedures.

The Principal is responsible for the organization and management of the school, per the Education Act and monitoring external providers and/or their staff/contractors while on school property.

Principals should consult with their Special Education Coordinator or the System Coordinator of Special Education regarding issues of professional conduct, service delivery and quality assurance.

Where the meeting/presentation being considered will consist of information related to mental health, the Mental Health Lead should be consulted to the information that the organization intends to share with the student(s) is consistent with the Board's context, direction, and messaging.

Respect for the Board's collective agreements with unionized staff: services provided by external providers must not be in conflict with provisions of collective agreements with Board staff (e.g. O.S.S.T.F., C.U.P.E., and E.T.F.O.)

A joint advisory committee, which will consist of no less than two representatives from the Lambton Kent District School Board and no less than two representatives of the external provider, will be convened in the event that a disagreement or dispute between the parties must be resolved.

All staff from external agencies must agree to adhere to the Board's policies and procedures, including but not limited to the Board's standards of confidentiality, equity, safe schools, suspected child abuse reporting, freedom from harassment policy and human rights.

## **7.1 REQUIRED DOCUMENTATION OF A WORKING AGREEMENT**

The following documentation is required as an attachment to a working agreement:

- 7.1.1 Description of External Agency - Provide information that provides name, address, history and funding base of the external agency.
- 7.1.2 Description of Program - A description of program title, program goals or service goals and expected outcomes. Include information on the following: format of the intervention (i.e., group, classroom, or school wide), specific grades, resources required (space, materials, etc...), program timelines, and contact person.
- 7.1.3 Evidence of Congruence with the Lambton Kent District School Board mission and vision found at [www.lkdsb.net](http://www.lkdsb.net).
- 7.1.4 Parent-Guardian Consent to Participate in Program is mandatory for each student under the age of 12 participating in the meeting/presentation, and is encouraged for those 12 years and over.
- 7.1.5 Permission to Release from Class - The Lambton Kent District School Board's Permission to Release from Class Form (Appendix 1) must be completed for each student participating in the meeting/presentation unless a section pertaining to Permission to Release from Class is included on the Agency's forms/documents.

Given the paucity of space and material resources, any needs for space and material resources by the external provider must be clearly articulated and approved. Space for Board staff to execute their duties will be ensured prior to offering space to external providers.

### Consent

For students under 12 years of age, parent/guardian consent to participate in any program (before, during or after school) is required.

For students 12 and over, parent/guardian consent to participate is encouraged.

For any program that removes students from class time, parent/guardian permission is required.

### Police Reference Check – Vulnerable Sector Screening

All staff/contractors of the external provider who will be entering school premises must have a criminal background check. Service providers will be directed to contact the Ontario Education Service (OESC) to obtain appropriate information and authorization. OESC documentation is required prior to access to school premises and classrooms.

### Proof of Insurance

External providers must carry their own insurance, which includes professional malpractice coverage (**minimum \$2,000,000 per occurrence**) to insure against professional liability (errors and omissions) or charges laid by professional colleges or parents/ legal guardians and general liability. The external provider is required to name the Board as an insured and to provide assurances that their staff is covered while working on Lambton Kent District School Board property.

### Qualifications/Supervisory Relationships

The external provider is required to provide for each staff member or contractor who is a member of a regulated professional college: current qualifications as relevant to the services to be provided, proof of current membership in the relevant regulated college and declaration of delivery of services in accordance with professional standards of practice.

The external provider is required to provide for each staff member or contractor who is a paraprofessional: evidence of work under the clinical supervision of staff from the external agency who currently holds membership in the relevant regulated college and details of the paraprofessional's role, responsibilities, name of immediate supervisor, supervision plan with time and supervisor's qualifications.

### Evaluation

School boards, external agencies and professional student support personnel and paraprofessionals must collaborate on the evaluation of programs and services provided for yearly review. Proposed methods of evaluation along with proposed tools should be included with the Working Agreement. The agency is required to submit a report of the completed evaluations to the Board so that an assessment of the impact and effectiveness of the program/service can be undertaken by the Board.

### Finances

Statement of any fees or payment is required prior to the approval of the Working Agreement.

### Termination Agreement

The terms of termination should be specified in each Working Agreement. It will be understood that the Principal or Board may terminate access to the school premises of any external provider's staff or contractors including any Professional/ Paraprofessional/ Supervisor at any time. The external provider or the Lambton Kent District School Board may terminate the Working Agreement on the giving of thirty days written notice.



### Permission to Release from Class

We here at Lambton Kent District School Board value our role in supporting the mental health and well-being of the students we see come through our doors. Although there are many barriers to quickly obtaining free, quality services, we work closely with our community partners to ensure that our students receive the help that is available and that they deserve.

I, \_\_\_\_\_, give permission for \_\_\_\_\_  
\_\_\_\_\_ to be excused from instructional time to meet with  
\_\_\_\_\_.

Verbal Permission obtained by \_\_\_\_\_ on  
\_\_\_\_\_.

Written Permission \_\_\_\_\_ on  
\_\_\_\_\_.