CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

2755 Highway 43, Kemptville, Ontario K0G 1J0
phone: 613-258-7757 toll free: 1-800-443-4562
www.cdsbeo.on.ca

Partnership Agreement
BETWEEN
The Catholic District School Board of Eastern Ontario (CDSBEO)
AND
_____ SBRS Provider

This external partnership is a mutually beneficial, ongoing, and supportive arrangement between CDSBEO and _____ (Name of SBRS Provider) or collectively the "**parties**"), to provide expanded opportunities to enhance student success (the "**Agreement**").

The parties agree to collaborate on supports for the _____ school year (may not extend beyond one academic year). The supports specified in this Agreement may continue, subject to annual review and modification and to either party's right to withdraw upon mutual consent or upon thirty days written notification.

TERMS OF PARTNERSHIP

As outlined in the Administrative Procedure, Protocol for Partnerships with External Agencies. External Providers, Regulated Health Professionals, Regulated Social Service Professionals, and Paraprofessionals are required to submit all of the required documentation outlined in this policy and attach the documents to this agreement for approval.

It is understood by both parties that the *Education Act, as amended from time to time,* and all other relevant legislation as well as various collective agreements govern the operations of the CDSBEO. The CDSBEO's contractual and legislative obligations are to be respected, at all times during this Agreement and it's acknowledged that services will not be provided by the SBRS provider if it constitutes a duplication of services provided by a staff member or employee of the CDSBEO.

It is further understood that this Agreement complies with Ministry of Education directives and the requirements outlined in Policy/Program Memorandum 149 entitled *Protocol for partnerships with external agencies for provision of services by regulated health professionals, regulated social service professionals, and paraprofessionals.*

The CDSBEO agrees to involve school staff and consult with appropriate CDSBEO Special Education staff and the SBRS Provider as necessary to:

1. Develop a support model which is beneficial to students and is consistent with Catholic Gospel Values, the Board's Mission, Vision Statement, Guiding Principles, and appropriate Collective Agreements.
2. Monitor the progress of the support model and set priorities based on the needs identified.
3. Review support model outcomes, recommend modifications, and provide advice to the SBRS Provider program administrator.
4. SBRS staff will sign into each location at the main office and present their identification.
5. CDSBEO staff will accompany, where possible, SBRS staff during their school visit.

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SBRS PROVIDER

Agrees to:

1. Operate within the context of the CDSBEO Board's Mission, Vision Statement, Guiding Principles, and Administrative Procedures and Policies, including but not limited to Administrative Procedures B2:1 Standards of Behaviours, B2:15 Safe Schools Reporting, B13:1 Equity and Inclusive Education, and B2:13 Antiracism and Ethnocultural Equity.
2. Ensures that any participant who experiences trauma, dysregulation, or a crisis during the course of partnership support is referred for assistance to the appropriate School/CDSBEO staff (Principal or designate, Supervisory Officer, School Community Liaison Consultant) immediately.
3. Collaborate with the School Principal and the CDSBEO's Communication Department regarding any promotional activities/messaging to which the CDSBEO has final approval.
4. Sign this Agreement and advise their staff working in CDSBEO schools to sign the SBRS Provider Observation and Confidentiality agreement before the onset of their work in the school.
5. Notify CDSBEO when staff names they have provided no longer work for their agency
6. Produce evidence of a recent (within one (1) year) criminal background check with vulnerable sector screening for all their employees working in CDSBEO schools to be submitted with this signed agreement.
7. Produce evidence of general liability insurance which includes professional malpractice coverage (minimum $2,000,000) to insure against civil litigation alleging incompetence, professional errors, omissions, or charges laid by professional colleges or parents/legal guardians and produce evidence of Workers' Compensation insurance that complies with statutory requirements and limits in the Province of Ontario.
8. With Superintendent of Special Education approval, some SBRS Provider staff must be accompanied on the classroom/shared space observation by a CDSBEO staff member.
9. Provide a copy of an overall observation summary with the school principal or designate following their observation, where applicable.
10. Share appropriate resources with School Administration, Special Education Resource Teacher, and the Classroom Teacher(s).
11. With parental consent, share with the school any reports that are written based on the consultation/observation.
12. Refrain from making any recording (audio or video) of any observations or meetings.

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PROGRAM DESCRIPTION

Description of SBRS Provider: _____

Legal Name of Provider: _____

Address of Provider: _____

Main Contact Number: _____ Email Address: _____

Provider Mandate *(brief description)*: _____

PROGRAM DESCRIPTION *(the following information must be included)*

- Brief Program Description *(connection with CDSBEO mission)*
- Program Goals
- Expected Outcomes
- Name of External Provider Staff Delivering Program
- Provider Staff Member's Immediate Supervisor
- Format of Program *(group, classroom, or school wide)*: PT services include direct support with individualized assessment and consultation for safety, accessibility, participation and inclusion in the classroom, gym class and on the school yard
- Program Timelines: Services provided throughout the _____ school year, from September to June.

CONFIDENTIALITY AND INFORMED CONSENT

It is agreed that confidentiality and consent will be maintained in accordance with the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time, the *Health Care Consent Act*, As amended from time to time, the *Personal Health Information Protection Act*, as amended from time to time, the *Education Act*, as amended from time, the *Child and Family Services Act*, as amended from time to time, and the standards of the regulated colleges of professional services.

Procedures for obtaining informed consent, a copy of the CDSBEO consent form to be signed and/or a copy of the sample letter informing the parent/legal guardian(s) or student who is of age of the services to be provided must be attached to this Agreement.

RECORD KEEPING AND DOCUMENT RETENTION

It is agreed that record keeping and document retention will be maintained in keeping with the policies and administrative procedures of the CDSBEO and all statutory requirements including but not limited to the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time, the *Personal Health Information Protection Act*, as amended from time to time, and relevant regulations.

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POLICE REFERENCE CHECK – VULNERABLE SECTOR SCREENING

1. A Police Reference Check with Vulnerable Sector Screening must be provided to the CDSBEO – in respect of an individual before the individual first becomes a SBRS Provider at a school of CDSBEO or:
2. If the individual was a SBRS Provider for the CDSBEO in the previous school year, and a criminal background check was provided at that time, an offence declaration may be provided to the CDSBEO.
3. The Police reference Check with Vulnerable Sector Screening and/or the offence declaration will be held on site at the board office.

ACCOUNTABILITY

For Regulated Health Providers, staff of _____ (SBRS Provider) must either be members of a regulated professional College in Ontario, or their service must be supervised by a member of the relevant regulated professional College in Ontario. Evidence of the current qualifications of staff and/or supervisors are included with this agreement.

ACCESSIBILITY

As per the Accessibility for Ontarians with Disabilities Act, 2005, the CDSBEO requires _____ (SBRS Provider) employees who are providing goods, services and/or facilities to, or on behalf of the CDSBEO, with the legislated training on Accessibility Standards and the Human Rights Code. The organization will also keep the records of the training provided to its members on the requirements of accessibility standards established under the AODA and will provide those training records to the CDSBEO upon request. For additional information on organizational compliance and staff training requirements with respect to Accessibility (under the Accessibility for Ontarians with Disabilities Act, 2005), the following resources are available: How to train your staff on accessibility | ontario.ca and AccessForward.

LIABILITY/MALPRACTICE INSURANE

_____ (SBRS Provider) herby certifies that it carries general liability insurance which includes professional malpractice coverage (minimum $2,000,000) to insure against civil litigation alleging incompetence, professional errors, omissions, or charges laid by professional colleges or parents/legal guardians and certifies that it carries Workers' Compensation insurance that complies with statutory requirements and limits in the Province of Ontario.

DISPUTE RESOLUTION

It is agreed that a joint advisory committee meeting, which shall consist of three CDSBEO representatives and three External Provider representatives, will be convened if a disagreement or dispute between the parties arises and must be resolved. Should that committee not resolve the dispute, the CDSBEO Director of Education and the SBRS Provider Director will meet to resolve the dispute.

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RESOURCES/FINANCES COMMITTED

It is agreed that the parties will, as appropriate, share their time, resources, expertise, and energy for the benefit of students in the program. It is recognized that most contributions will be comprised of both in kind and human resources as the parties may agree; however, any fees or payments will be clearly outlined prior to the approval of the Partnership Agreement. Resource requirements include_____.

RESEARCH

No research is to be conducted as part of the partnership.

EVALUATION

For the upcoming school year, it is agreed that the partnership agreement evaluation will be completed by June 15th of each school year by the Manager of the SBRS Provider and the Superintendent of School Effectiveness.

TERMINATION

This agreement may be terminated by the CDSBEO or the SBRS Provider upon thirty (30) days' written notice.

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SIGNATURE OF SBRS PROVIDER

Name of Signatory: _____

Title: _____

Signed this _____ day of _____ 20 ____

_____
Signature of the Signatory for External Agency

SIGNATURE OF CDSBEO

Name of Superintendent: _____

Signed this _____ day of _____ 20 ____

_____
Signature of the Superintendent