



**Educational Partnerships Including Third Party Professional and
Paraprofessional Service Providers**

400.36

Adopted:	March 23, 2010
Last Reviewed/Revised:	May 24, 2022
Responsibility:	Superintendent of Education
Next Scheduled Review:	To be reviewed annually

POLICY STATEMENT:

The Brant Haldimand Norfolk Catholic District School Board (hereinto referred to as "The Board") is committed to promoting effective working relationships with external agencies that foster continuous improvement in the delivery of programs and services for all students, including students with special education needs. The goal of any educational partnership must be to positively impact student learning and well-being. Closing achievement gaps for all students continues to be a Board priority.

The Brant Haldimand Norfolk Catholic District School Board recognizes that partnerships are integral to the education of its students. The Board supports the implementation of educational partnerships with parishes, community groups, government agencies, business and industry. The Board will continue to engage in mutually beneficial partnerships with those who respect the Catholic vision of the Board's Multi-year Strategic Plan.

The Board is committed to:

1. Partnerships that:
 - Are consistent with Catholic Graduate Expectations
 - Assist the Board in providing equity of outcome for all students
 - Provide 'preferential option for the poor'
 - Empower students to achieve excellence and enhance student wellbeing
 - Motivate students to remain faithful to gospel values
 - Provide resources, expertise and personnel
 - Provide opportunities for whole school learning and development
 - Demonstrate real-world curriculum applications
 - Give students access to appropriate and extended resources
2. Partnerships that are mutually beneficial to all parties; therefore, all parties have the same rights.
3. Partnerships which are consistent with the mission and vision statements of the Brant Haldimand Norfolk Catholic District School Board and existing policies and procedures.
4. Effective and fiduciary responsibility when procuring partnership agreements.
5. The monitoring and evaluating of partnerships. Data will be collected, collated, and assessed by the Board in collaboration with the partner to determine the impact on student learning and well-being.

APPLICATION AND SCOPE:

Educational Partnerships can provide programs, services and/or experiences for students to enhance learning and well-being. Partnerships can also be commercial in nature and provide goods or services required by the Board. The Board may also enter a service partnership that provides support based on the holistic needs of a student. This policy and administrative procedure apply to situations in which an organization, business or community service provider applies to offer programs/services within a school(s) of the Board and, individual or small group programs/ services (e.g., counselling, consultation, assessment, social skills training, anger management) that may augment or enhance, not duplicate the work of the existing Student Support Services staff. Third party services are defined as services delivered by individuals who are not employees, volunteers, or agents of the Board. They do not perform the work of Board employees.

All such persons are required to act in accordance with the Education Act and the Board's Code of Conduct and all other



safe and accepting schools' policies. Failure to follow these expectations will result in the request that the individual leave the premises and prompt an immediate review of the status of the current partnership agreement.

REFERENCES:

- 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 (PPM 149).
- Police Records Check Policy 300.15
- Distribution of Materials Policy 400.08
- Volunteers Policy 300.12
- Equity and Inclusive Education Policy 200.23
- Fundraising and School Generated Funds Policy 700.05
- Procurement Policy 700.01
- Education Act
- Provisions of Health Support Services in School Settings – P/PM81
- Incorporating Methods of Applied Behaviour Analysis (ABA) Into Programs for Students with Autism Spectrum Disorders (ASD) – P/PM149
- Municipal Freedom of Information and Protection of Privacy Act
- Personal Health Information Protection Act
- Freedom of Information and Protection of Privacy Act BD-2031
- BHNCD SB Special Education Plan

DEFINITIONS:

External Partner/Agency: an organization not internal to the Board that provides goods, programs, services and/or experiences for students required by the Board to enhance learning and well-being including those agencies that employ regulated health professionals, regulated social service professionals and paraprofessionals.

Professional and Paraprofessional Service Providers: may include, but are not limited to, Behaviour Consultants, Child and Youth Counsellors, Early Interventionists, Educational Assistants, Family Service Workers, ABA Therapists/Experts, Physiotherapists, Psychologists, Nurses, Occupational Therapists, Reading Specialists, Social Workers, Speech-Language Pathologists, etc.

FORMS:

- Form 1: Parental/Guardian Consent to Access Community Partner Services within Brant Haldimand Norfolk Catholic District School Board (OPS 400.36.F01)
- Form 2: Authorization for Exchange of Information (OPS 400.36.F02)
- Form 3: Partnership Agreement (OPS 400.36.F03)

APPENDICES:

- Appendix A: Procedure for External Professional and Paraprofessional Service Providers

ADMINISTRATIVE PROCEDURES:

1. Protocol for General Partnerships

- 1.0 All outside organizations/ individuals requesting direct access to work with students within a school or classroom setting, on more than one occasion, must have a completed **Parental/Guardian Consent to Access Community Partner Services within Brant Haldimand Norfolk Catholic District School Board** (Form 1).
- 1.1 Partnerships shall be formalized through written agreements (Form 3), clearly stating the conditions and benefits to the parties, and where appropriate detailing the specifics outlined in the Parental/Guardian Consent to Access Community Partner Services within Brant Haldimand Norfolk Catholic District School



- Board (Form 1) and signed by appropriate personnel including the Superintendent in whose portfolio the partnership is shaped.
- 1.2 Partnerships that are commercial in nature and provide goods or services required by the Board must meet the vetting process as outlined by the Board's Procurement Policy 700.01 and all agreements are signed by the Director of Education or Superintendent of Business.
 - 1.3 It is the responsibility of both parties to ensure that all their pertinent staff have a copy of any agreement and adheres to its guidelines and intent.
 - 1.4 When a service partnership is being considered, discussion with union representatives and non-union representatives will assist in clarifying role expectations and generate ideas about how existing staff can facilitate the implementation of the proposed service delivery model. Ongoing consultation with the appropriate union representatives and the partner will assist in the referral, intervention, and termination process.
 - 1.5 The community partners will obtain and/or maintain, at their own expense, commercial general liability insurance with a limit of not less than \$2,000,000 per occurrence without an aggregate, or such greater amount as the Board may reasonably require. The policy will remain in effect for the duration of this agreement and shall include the following:
 - the Board as additional insured
 - a cross-liability clause
 - contractual liability coverage
 - automobile coverage for owned, hired, and non-owned vehicles
 - 30 day written notice of cancellationA copy of the Insurance Certificate, and in certain circumstances including professional liability (errors and omissions) and general liability, will be kept on file at the school and/or Board Department depending upon the affiliation, and a copy forwarded to the Superintendent responsible for the partnership and to the Superintendent of Business Services.
 - 1.6 The Board is not responsible for any loss arising from any act or omission on behalf of the partnership organization.
 - 1.7 All partnerships must be transparent, with expectations and timelines clearly articulated within the project plan. The project supervisors maintain a copy of the project plan.
 - 1.8 Consent/Confidentiality – Before any service is provided, it is important that written consent be obtained from parents when service involves student specific information sharing if the student is under 18 years of age, and from students themselves if they are over 18 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 the service providers require access to specific student information, informed consents must be completed for this as well. In any and all circumstances, confidentiality will be maintained.
 - 1.9 Police Records Checks are required before any service is provided. Please reference Board Policy 300.15.
 - 1.10 The Board will continually assess the number and type of partnerships within which it will engage, in order that we meet the needs of all students and availability of staff budget permits. Some partnerships have limited time involvement while others will require intensive involvement for a longer period of time.
 - 1.11 In an educational partnership with a commercial enterprise, there will be a clear understanding that the purpose is the education of students with no promotion of brand names or products.
 - 1.12 Governance of the schools will remain firmly and clearly with the trustees and administrators of the Board and all agreements will follow Board policy.
 - 1.13 There shall be a clear statement of the nature and intent of the partnership with appropriate means of disengagement through a memorandum of agreement signed by both (or all) parties.
 - 1.14 The Superintendent responsible for the partnership will ensure the partnership agreement is monitored and kept up to date.
 - 1.15 A report will be provided to the Board annually of all such partnerships.
 - 1.16 When entering the school on any occasion, the external partner, professional or paraprofessional service provider must sign in at the school office, present agency identification and wear Board visitor identification. When a visit to the school has been scheduled for a mutually convenient time, the external



partner, professional or paraprofessional service provider should ensure that his/her visit agrees with the agreed-upon schedule.

2. Additional Procedure for Third Party Partnerships with Professional and Paraprofessional Service Providers

The following procedures are to be followed in addition to procedures above in 1.0 Protocol for General partnerships. The professional or paraprofessional service providers in these cases could include, but are not limited to, Behaviour Consultants, Child and Youth Counsellors, Early Interventionists, Educational Assistants, Family Service Workers, ABA Therapists/Experts, Physiotherapists, Psychologists, Nurses, Occupational Therapists, Reading Specialists, Social Workers, Speech-Language Pathologists, etc.

Superintendent of Education will:

- Ensure that the administrative procedure is followed and aligned with Policy/Program Memorandum (P/PM) 149.

Administrator/Vice Administrator will:

- Be responsible for the organization and management of the school, per the Education Act; and
- Ensure that the procedures outlined in this Administrative Procedure are followed when working with third party professional or paraprofessional service providers.

Procedures

- 2.1 Board staff will develop collaborative working relationships with those external agencies that provide services by regulated health professionals, regulated social services professionals and paraprofessionals within the Board's schools.
- 2.2 A request for service is initiated either by school staff or by a parent/guardian for a student to have access to external services provided by a professional (see Appendix A - Procedure for External Professional and Paraprofessional Service Providers).
- 2.3 Consent/Confidentiality- Before any service is provided in the school, it is important that written consent be obtained by school personnel (e.g., Administrator, SERT, ABA Lead, Student Support Services) from parent(s)/guardian(s) if the student is under 18 years of age, and from students themselves if they are over the age of 16 years.
- 2.4 Informed consent for the student to participate in and receive service(s) is completed between the agency delivering the service and the student. The agency will maintain the record of service and will deliver services confidentially to the student in accordance with legal requirements. Questions may be directed to the agency for further clarification
 - If the service providers require access to specific student information, a completed **Authorization for Exchange of Information** (Form 2) must be completed, and confidentiality will be maintained.
 - Where a Partnership Service Agreement is not in place, a **Partnership Service Agreement** (Form 3) will be prepared after the proposed program has been reviewed by the Board and found to be consistent with the Board's policies and procedures and then forwarded to the organization/individual for signature. A list of current Agency Partnership Service Agreements can be obtained from the Executive Assistant to the Superintendent of Education responsible for Special Education.
 - The organization/individual must return the Partnership Service Agreement with Certificate of Liability Insurance and ensure all third party professional or paraprofessional service providers' staff have been screened for Police Records; including vulnerable sector queries before being permitted to work within schools of the Board and that annual offence declarations are submitted to the appropriate supervisor on a regular basis. The agency shall provide, at the request by the Board, written documentation satisfactory to confirm such compliance as per the Board's Policy HRS 300.15.P, Section B - Police Records Checks for Service Providers and Section C - Police Records Checks for Others Having Direct and Regular Contact with Students.
 - The appropriate Superintendent will sign the Partnership Service Agreement, with a copy returned to the organization/individual once the required documentation has been received.
 - The organization/individual will receive approval for the program to commence once all documentation has been received and is subject to the approval of the Administrator at each proposed location.
 - It is the responsibility of both parties to ensure that all of their pertinent staff have a copy of any

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agreement and adheres to its guidelines and intent.

- Organization/individuals who have a signed Partnership Service Agreement will have the opportunity to renew their agreements as per the agreed upon renew cycle. Organizations/ individuals will be invited to submit any proposed changes to their existing agreements. The amended agreement will be returned for signature. The signed amended agreement will be returned with updated documentation including criminal background checks and current certificate of liability insurance.
- The Executive Assistant to the Superintendent of Education responsible for Special Education will file the original signed agreement.

3.0 Possible Outcomes for Third Party Partnerships with Professional and Paraprofessional Service Providers

3.1 Consultation

- 3.1.1 Administrator, parent/guardian, professional or paraprofessional service provider, school personnel and central staff personnel meet at the school on a mutually convenient day and time.
- 3.1.2 Administrator reviews procedures for involvement of professional or paraprofessional service provider, the roles of the Administrator, school staff, central staff personnel and the parent/guardian, as well as the purpose and focus of the meeting.
- 3.1.3 Professional or paraprofessional service provider shares information about student, which has been gained through assessment, counseling, therapy, etc.
- 3.1.4 Information is discussed by those in attendance at the meeting.
- 3.1.5 Based on the information provided and the ensuing discussion, the Administrator determines the need for:
 - 3.1.5.1 development of, or change to, the student's IEP.
 - 3.1.5.2 an observation and/or a demonstration by the third party; and
 - 3.1.5.3 future meetings and frequency of those meetings.

3.2 Observation

- 3.2.1 If observation has been agreed to, it will be done in the school setting with pertinent staff involved.
- 3.2.2 Classroom observation will be kept to a minimum at the discretion of the educator or/ Administrator.
- 3.2.3 Professional or paraprofessional service providers are limited to arrival at school on the appropriate day and time.
- 3.2.4 Administrator reviews observation procedures with professional or paraprofessional service provider and approves observation form/format to be used.
- 3.2.5 If a professional or paraprofessional service provider fails to comply with the Board's procedures, access is denied.
- 3.2.6 The professional or paraprofessional service provider conducts observation for agreed-upon length of time.
- 3.2.7 Any school observations/impressions to be included in the written report should be reviewed by the Administrator or educator prior to finalization and distribution of the final report.
- 3.2.8 Demonstration may be done in the classroom or outside of the classroom.
- 3.2.9 Staff, in collaboration with the professional or paraprofessional service provider, determine:
 - 3.2.9.1 the date and time of the demonstration;
 - 3.2.9.2 the school/Board personnel to be involved;
 - 3.2.9.3 the strategy/technique to be demonstrated;
 - 3.2.9.4 the goal of the demonstration session; and
 - 3.2.9.5 the process of implementation of demonstrated strategy/technique.
- 3.2.10 Professional or paraprofessional service provider arrives at school on appointed day and time.
- 3.2.11 Administrator reviews demonstration procedures with the professional or paraprofessional service provider, as well as the role of the Administrator, school personnel and Board staff.
- 3.2.12 If a professional or paraprofessional service provider fails to comply with Board



procedures, demonstration is not conducted.

- 3.2.13 A professional or paraprofessional service provider conducts a demonstration and answers questions which school personnel and/or Board staff may have about the strategy/technique.
- 3.2.14 Based on the discussion of the demonstration, Administrator determines if the strategy/technique may be used by the school personnel and, therefore, becomes a component of the student's IEP, where appropriate.
- 3.2.15 A written summary of the proceedings of the demonstration, including the names of those in attendance, decisions made and plans for follow up will be distributed by the Administrator to all those in attendance.
- 3.2.16 Administrator may ask a member of the central staff to attend the demonstration and to give advice concerning the appropriateness of the strategy/technique, which the professional or paraprofessional service provider is demonstrating for use in the school context.

3.3 Direct Service

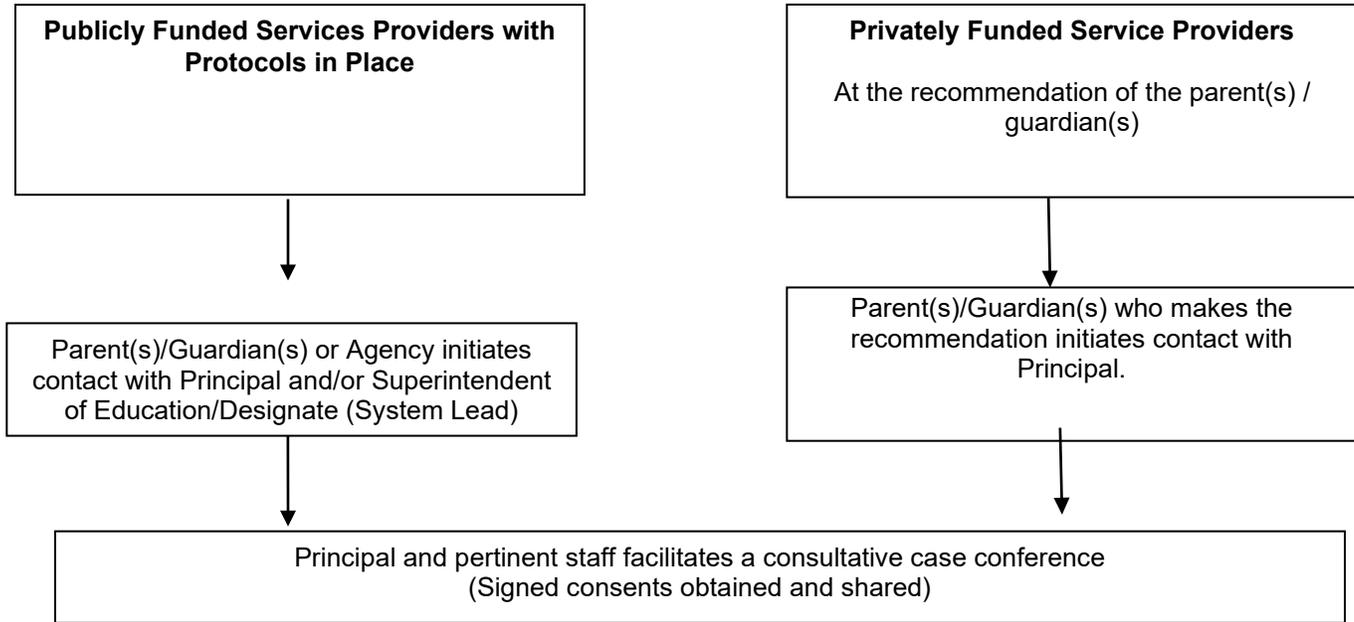
In a few cases, short term, direct counselling, and/or intervention is provided for students by professional or paraprofessional service providers in the school setting.

3.4 Transition Planning and Support

The community professional or paraprofessional service provider will work collaboratively with Board staff to promote the successful transition to the school setting for students with complex needs and/or those returning from care and treatment programs.



Procedure for External Service Providers



Possible Outcomes	
1. Consultation	<ul style="list-style-type: none"> • Meeting with school and Board staff • Share information
2. Observation	<ul style="list-style-type: none"> • School/Board staff may be present • Observations/impressions reviewed with teacher or principal
3. Demonstration	<ul style="list-style-type: none"> • Done inside or outside the classroom
4. Direct Service (Only applicable for Publicly Funded Service Providers)	<ul style="list-style-type: none"> • Short term duration • Share information
5. Transition Support	<ul style="list-style-type: none"> • Support for transitioning to school • Return from care and treatment centres



Parental/Guardian Consent to Access Community Partner Services within Brant Haldimand Norfolk Catholic District School Board

The Brant Haldimand Norfolk Catholic District School Board facilitates access for students to select community partner services for the purposes of supporting students in accessing personal well-being support.

I/we, _____ Parent(s)/Guardian Name(s), agree to _____ Student
Name, _____ Date of Birth, to access service from the following agency during the school day:

Please check selections

Brantford and Brant County Services:

- CONTACT Brant - information, referral and screening for mental health and well-being services
- John Howard Society of Hamilton, Burlington & Area- independent restorative practices facilitator, facilitate formal circles, coordinate and establish school circles, engaging at risk youth ages 12 to 21 engaged in conflict
- St. Leonard’s Community Services – integrated crisis services, counselling services for youth related to mental health and well-being and/or addictions
- Young Women’s Program through Sexual Assault Centre of Brant - healthy relationship focused counselling services for well-being and support
- Woodview Mental Health & Autism Services - mental health and well-being counselling support programs
- Other: _____

Haldimand and Norfolk County Services:

- CONTACT Haldimand-Norfolk REACH - information, referral and screening for mental health and well-being services
- Community Addiction and Mental Health Services (CAMHS) of Haldimand and Norfolk - counselling services for youth related to mental health and well-being and/or addictions
- Haldimand-Norfolk REACH- crisis support and mental health and well-being counselling support programs
- Haldimand and Norfolk Women’s Services - healthy relationships focused counselling services for well-being and support
- John Howard Society of Hamilton, Burlington & Area- independent restorative practices facilitator, facilitate formal circles, coordinate and establish school circles, engaging at risk youth ages 12 to 21 engaged in conflict
- Other: _____

Aboriginal Services - Brant, Haldimand, Norfolk:

- Six Nations of the Grand River Child and Family Services, Child and Youth Mental Health Program- mental health and well-being counselling support programs
- Other: _____

My child may participate in services during:

- Instructional time
- Nutrition Times
- Before or After School, within regular school day 8:30 am to 4:30 pm

Consent Process:



Informed consent for the student to participate in and receive service(s) is completed between the agency delivering the service and the student. The agency will maintain the record of service and will deliver services confidentially to the student in accordance with legal requirements. Questions may be directed to the agency for further clarification.

Parent/Guardian Name: _____ **Parent/Guardian Signature:**

Date: _____ **Consent valid until:** _____ If not indicated, until the end of the school year.

c: OSR - Original copy; parent copy available upon request

Disclaimer

Information on this form is collected pursuant to the board's responsibilities set out in the Education Act and protected in accordance with the Municipal Freedom of Information and Protection of Privacy Act. Information on this form will be used to administer the Access to Community Partner Services Program. Questions regarding the collection of this information should be directed to Tracey Austin, Manager of Communications x11234.



Authorization for Exchange of Information

Student:	Date of Birth:
Student's current or last Brant Haldimand Norfolk Catholic District School:	

I, the undersigned parent or guardian (or student if 18 years or older,) authorize Brant Haldimand Norfolk Catholic District School Board to:

- (check one)
- Forward information concerning the above named student to:
- Receive information concerning the above named student from the following professional person, agency school board:

Name:	Phone:
Address:	City:
Postal Code:	

The information I agree to release may be (check as many as apply):

- | | |
|---|--|
| <input type="checkbox"/> Psychological | <input type="checkbox"/> Physio/Occupational Therapy |
| <input type="checkbox"/> Psychiatric | <input type="checkbox"/> Social Work |
| <input type="checkbox"/> Cognitive/Educational Assessment | <input type="checkbox"/> Medical |
| <input type="checkbox"/> Behavioural | <input type="checkbox"/> Vision/Hearing |
| <input type="checkbox"/> Speech and/or Language | <input type="checkbox"/> Other (Specify): _____ |

I understand that any relevant information received by Brant Haldimand Norfolk Catholic District School Board will be shared with appropriate school board staff as per the Freedom of Information and Protection of Privacy Act.

Signature of parent or guardian, or student if 18 years or older

Date

(Unless revoked, this permission is valid for on year from date signed)

Distribution: Parent / Guardian OSR Other

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Partnership Service Agreement

BETWEEN

_____, BHNCDSB
(Name of School)

AND

(Name of External Provider)

This Partnership Service Agreement is a mutually supportive reciprocal contract between the Brant Haldimand Norfolk Catholic District School Board and _____ to provide the following service:
(external partner)

_____ (external partner) agrees to abide by the mission and vision statements of the Brant Haldimand Norfolk Catholic District School Board.

_____ (external partner) agrees 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 partner) in connection with this provision of service.

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

Timeline: 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.

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

EXTERNAL PARTNER

1. Procedures

Operates within the context of the Brant Haldimand Norfolk Catholic District School Board policies, operating procedures and collective agreements including, but not limited to, the Certificate of Insurance [professional liability (errors and omissions) and general liability], Criminal Background Checks, Reporting Children in Need of Protection, and the school's and Board's Code of Conduct. The Board's policies are available on the Board's website at www.bhncdsb.ca.

1. Accountability

Provide access to credentials and the required criminal background check of service providers to the school



upon request and ensure that they comply with the rules of professional conduct for their profession.

2. **Liability**

Provide the Board with a copy of a current Certificate of Insurance for a minimum of two million dollars relating to professional liability (errors and omissions) coverage and general liability. The Brant Haldimand Norfolk Catholic District School Board must be named on the Certificate of Insurance as additional insured.

3. **Loss**

The Brant Haldimand Norfolk Catholic District School Board is not responsible for any loss arising from any act or omission on behalf of the partnership organization.

4. **Location**

Service providers meet with students on school premises only 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 must sign in at the school office for each visit, present agency identification and wear board visitor identification.

6. **Records**

Partners maintain a record of services provided and monitor access.

7. **Evaluation**

Partners cooperate with the Board in evaluating the effectiveness of the partnership.

SCHOOL

1. **Consent**

Obtains appropriate written informed consent/release of information (Appendix B and/or C).

2. **Location**

Provides a private room for the provision of service recognizing the need to co-ordinate the use of space with staff allocated to the school.

3. **Monitor**

Monitors, along with the partner, the service and provides advice to service providers and to the school team when necessary.

4. **Evaluation**

Cooperates with the external partner in evaluating the effectiveness of the services provided.

Both the Brant Haldimand Norfolk Catholic District School Board and _____ (*external partner*) agree that all information obtained during the provision of services will remain confidential.

Administrator

Director of Education
Partner (or designate)

External

Date

Date

Date

c: Superintendent of Education

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