



**Establishing Working Relationships with  
Third Party Professional or Paraprofessional Service Providers  
AP 400.36**

<b>Procedure for:</b>	Principals, Special Education Resource Teachers, Classroom Teachers	<b>Adopted:</b>	April 11, 2017
<b>Submitted by:</b>	Superintendent of Education – Special Education	<b>Revised:</b>	N/A
<b>Category:</b>	Operations		

**Purpose**

The Brant Haldimand Norfolk Catholic District School Board (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 needs. Closing achievement gaps for all students continues to be a Board priority.

The purpose of this administrative procedure is to 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. This administrative procedure applies to situations in which a 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. It does not apply to established protocols (see Policy 400.18).

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.

A list of current Agency Partnership Services Agreements can be obtained from the Secretary to the Superintendent of Education responsible for Special Education.

**Responsibilities**

**Superintendent of Education**

The Superintendent of Education will ensure that the administrative procedure is followed with respect to Policy/Program Memorandum (P/PM) 149.

**Principal/Vice-Principal**

The Principal/Vice-Principal 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**

Partnerships shall be formalized through written service agreements, clearly stating the conditions and the benefits to the parties, detailing the specifics outlined in the *Parental/Guardian Consent to Access Community Partner Services within Brant Haldimand Norfolk Catholic District School Board* (Appendix B) and signed by appropriate personnel.

**1.0 Process**

- 1.1 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 Service Providers*).
- 1.2 Consent/Confidentiality – Before any service is provided in the school, it is important that written consent be obtained by school personnel (e.g., Principal, 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. 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* (Appendix B).

- 1.3 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.
- 1.4 If the service providers require access to specific student information, a completed *Authorization for Exchange of Information* (Appendix C) must be completed and confidentiality will be maintained.
- 1.5 Where a Partnership Service Agreement is not in place, a *Partnership Service Agreement* (Appendix D) 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 Secretary to the Superintendent of Education responsible for Special Education.
- 1.6 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 300.15, Section B - Criminal Background Checks for Service Providers and Section C - Criminal Background Checks for Others Having Direct and Regular Contact with Students.
- 1.7 The appropriate Superintendent will sign the *Partnership Service Agreement*, with a copy returned to the organization/individual once the required documentation has been received.
- 1.8 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 principal at each proposed location.
- 1.9 It is the responsibility of both parties to ensure that all of their pertinent staff have a copy of any agreement and adheres to its guidelines and intent.
- 1.10 Organization/individuals who have a signed *Partnership Service Agreement* will have the opportunity to renew their agreements annually. 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.
- 1.11 The Secretary to the Superintendent of Education for Special Education will file the original signed agreement.
- 1.12 The Board is not responsible for any loss arising from any act or omission on behalf of the partnership organization.
- 1.13 All partnerships must be transparent, with expectations and timelines clearly articulated within the project plan.
- 1.14 Governance of the schools will remain firmly and clearly with the trustees and administrators of the Board and all agreements will follow Board policy.
- 1.15 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.

## **2.0 On Arrival at School**

- 2.1 When entering the school on any occasion, the external professional or paraprofessional service provider must sign in at the school office, present agency identification and wear board visitor identification.



- 2.2 When a visit to the school has been scheduled for a mutually convenient time, the external professional or paraprofessional service provider should ensure that his/her visit agrees with the agreed-upon schedule.

### **3.0 Possible Outcomes**

#### **3.1 Consultation**

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

#### **3.2 Observation**

- i. If observation has been agreed to, it will be done in the school setting with pertinent staff involved.
- ii. Classroom observation will be kept to a minimum at the discretion of the teacher or/and principal.
- iii. Professional or paraprofessional service providers are limited to arrival at school on the appropriate day and time.
- iv. Principal reviews observation procedures with professional or paraprofessional service provider and approves observation form/format to be used.
- v. If a professional or paraprofessional service provider fails to comply with the Board's procedures, access is denied.
- vi. The professional or paraprofessional service provider conducts observation for agreed-upon length of time.
- vii. Any school observations/impressions to be included in the written report should be reviewed by the principal or teacher prior to finalization and distribution of the final report.

#### **3.3 Demonstration**

- i. Demonstration may be done in the classroom or outside of the classroom.
- ii. Staff, in collaboration with the professional or paraprofessional service provider, determine:
  - the date and time of the demonstration;
  - the school/Board personnel to be involved;
  - the strategy/technique to be demonstrated;
  - the goal of the demonstration session; and
  - the process of implementation of demonstrated strategy/technique.
- iii. Professional or paraprofessional service provider arrives at school on appointed day and time.



- iv. Principal reviews demonstration procedures with the professional or paraprofessional service provider, as well as the role of the Principal, school personnel and Board staff.
- v. If a professional or paraprofessional service provider fails to comply with Board procedures, demonstration is not conducted.
- vi. 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.
- vii. Based on the discussion of the demonstration, Principal determines if the strategy/technique may be used by the school personnel and, therefore, becomes a component of the student's IEP, where appropriate.
- viii. 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 Principal to all those in attendance.
- ix. Principal 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.

**3.4 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.

**3.5 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.

**Definitions**

**Third Party Procedures**

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.



## **Appendices**

Appendix A - Procedure for External Service Providers

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

Appendix C - Authorization for Exchange of Information

Appendix D - Partnership Service Agreement

## **References**

Education Act

*Provision of Health Support Services in School Settings - P/PM 81*

*Protocol For Partnerships With External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Service Professionals, and Paraprofessionals - P/PM 149*

*Incorporating Methods of Applied Behaviour Analysis (ABA) Into Programs for Students with Autism Spectrum Disorders (ASD) – P/PM 140*

Municipal Freedom of Information and Protection of Privacy Act

Personal Health Information Protection Act

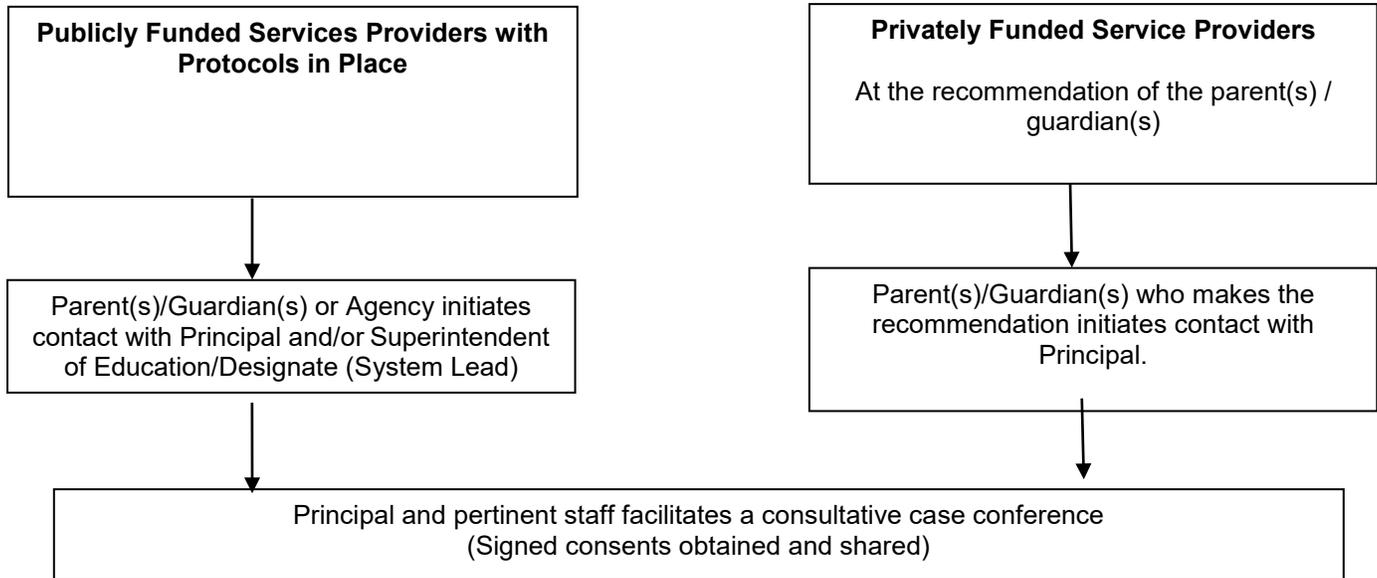
Freedom of Information and Protection of Privacy BD-2031

BHNCDSB Special Education Plan

Criminal Background Checks 300.15



**Procedure for External Service Providers**



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



**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
- Powerhouse Project – life skill program specifically for students serving in a young caregiving role: dealing with emotion regulation, communication and self-expression, relationship building, mindfulness, health and self-care, self-esteem and coping
- Woodview Mental Health & Autism Services - mental health and well-being counselling support programs
- Young Women’s Program through Sexual Assault Centre of Brant - healthy relationship focused counselling services for well-being and support
- 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
- Powerhouse Project – life skill program specifically for students serving in a young caregiving role: dealing with emotion regulation, communication and self-expression, relationship building, mindfulness, health and self-care, self-esteem and coping
- 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: \_\_\_\_\_



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**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*

**Information Collection Authorization**

*Notice of Collection: The personal information you have provided on this form and any other correspondence relating to your involvement in our programs is collected by the District School Board under the authority of the Education Act (R.S.O. 1990 c.E.2) ss. 58.5, 265 and 266 as amended and in accordance with Section 29(2) of the Municipal Freedom and Protection of Privacy Act, 1989. The information will be used to register and place the student in a school, or for a consistent purpose such as the allocation of staff and resources and to give information to employees to carry out their job duties. In addition, the information may be used to deal with matters of health and safety or discipline and is required to be disclosed in compelling circumstances or for law enforcement matters or in accordance with any other Act. The information will be used in accordance with the Education Act, the regulations, and guidelines issued by the Minister of Education governing the establishment, maintenance, use, retention, transfer and disposal of pupil records. If you have any questions, please contact the school principal and/or the Freedom of Information Officer, Brant Haldimand Norfolk Catholic District School Board, 322 Fairview Drive, Brantford, ON, N3T 5M8*



**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](http://www.bhncdsb.ca).



1. **Accountability**  
Provide credentials of service providers to the school and ensure that they comply with the rules of professional conduct for their profession and the required criminal background checks are on file. Service providers must contract through the Ontario Education Services Corporation (OESC) to obtain clearance.
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 sign in at the school office for each visit and obtain a visitor’s badge. They must also wear proper identification (i.e., Ontario Education Services Corporation (OESC) identification card along with a government issued photo identification; agency identification card) while in the school.
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.
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  
(or designate)

\_\_\_\_\_  
External Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*c: Superintendent of Education*