



**MEMORANDUM OF UNDERSTANDING  
(FOR PUBLIC SERVICES)**

**BETWEEN**

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Hereinafter referred to as the 'agency/organization'

**AND**

**Trillium Lakelands District School Board**

Hereinafter referred to as 'TLDSB'

By signing this agreement the Executive Director and any staff from the agency/organization listed above delivering programs and services in TLDSB acknowledge they have reviewed and agreed to both the requirements listed in the

- TLDSB COMMUNITY PARTNERSHIPS FOR SERVICES IN SCHOOLS PROCEDURE (ES- 5023) and,
- The Terms and Conditions listed in this document.

This agreement will remain in effect (check one):

- until (list end date) \_\_\_\_\_,OR,
- until a request for modification or termination is made by either party with 30 days notice or by mutual consent.

**1. RESPONSIBILITIES**

1.1 Where not otherwise stated in the MOU, and in application to support the provision of programs/services as outlined below, TLDSB does agree to the following:

- a) It is the responsibility of the superintendent (or designate) acting on behalf of TLDSB to:
  - Engage in the consultation process with the agency/organization Executive Director (or designate) prior to the onset of each potential service or program occurring in TLDSB schools;
  - Facilitate review meetings (if required) that may lead to revisions of the MOU;
  - Communicate to the school(s) and the system regarding which agencies/organizations TLDSB has entered into an MOU with.

b) It is the responsibility of the school principal to:

- Ensure TLDSB has an MOU on file with any agency/organization who requests to provide programs and/or services in any TLDSB school prior to programs or services commencing;
- Ensure that appropriate consents have been signed and program information (in the event of student participation in a specific, ongoing program) has been shared with parent(s)/ guardian(s) prior to student engagement in any program;
- Ensure that, if regular space in the school is being utilized by an agency/organization under the terms of an MOU that the information is logged into the 'Community Use of Schools' (eBase) system (note 'MOU');
- Ensure that any agency/organization staff working in the school is familiar with reporting protocols, disclosure protocols and emergency protocols;
- Ensure that all consents to exchange information and consents for service are filed in the student OSR.

1.2 Where not otherwise stated in the MOU and in application to supporting the provision of programs/services outlined below, the agency/organization does agree to the following:

a) It is the responsibility of the agency/organization Executive Director (or designate) to:

- Ensure that there is an up to date and signed MOU on file before any program or service commences in a TLDSB school;
- Ensure that the agency/organization description of programs and services being offered as part of this MOU (outlined in section 6 of this MOU) is complete and accurate and that updates occur if/when a program or service's scope or nature are altered;
- Ensure all staff have met requirements under the vulnerable sector screening process prior to admission to a TLDSB school;
- Ensure training has occurred for all agency/organization staff in accordance with *Bill 168: Violence in the Workplace* to facilitate a safe working environment for all within the school(s);
- Ensure that agency/organization staff have access to the Community Partnerships for Services in Schools Procedure and the completed MOU and understand the terms, limitations, responsibilities and scope;
- Ensure ongoing communication occurs with the principal of the school regarding agency/organization staff in school(s);
- Ensure that for specific programs, a program description and consent for participation is available to the school to be sent home with participating students;

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- Ensure that service staff are acting in a legal capacity to access students in regard to parental/legal guardian consent;
  - Provide agency/organization staff with the tools/supplies necessary to complete their duties including (but not limited to):
    - access to a computer if required;
    - access to Wi-Fi (e.g. rocket stick, etc.) if required;
    - access to a cellular phone if required;
    - program materials;
    - agency/organization identification tag.
- b) It is the responsibility of agency/organization staff, *prior to attending or commencing programs and/or services* in the school(s) to:
- Review the following TLDSB policies and procedures:
    - [Code of Conduct Procedure](#)
    - [Reporting of Suspected Child Maltreatment Procedure](#)
    - [Smoke Free Environment Procedure](#)
    - [Violence in the Workplace Procedure](#)
    - [Lockdown Emergency Response Procedure](#)
    - [Threat and Risk Assessment and Response Procedure](#)
  - Review the school code of conduct, emergency protocol, disclosure protocols and the suicide protocol with the principal;
  - Work with the principal on establishing a process for student access to programs/services (school/student appointment process, signing in/out of class etc);
  - Comply with the access components listed in section 3 of this MOU;
  - Ensure appropriate consents for participation in a program/service (if applicable) are signed before commencing program/service delivery;
  - Ensure consent for exchange of information between agency/organization, TLDSB and student/parent/legal guardian is complete (where possible/applicable) to allow for the sharing of information that may support student learning and/or the development and implementation of interventions that are in the best interest of the student.

- c) It is the responsibility of agency/organization staff *during each school visit* to:
- check into the main office upon arrival and prior to departure;
  - comply with school protocol for visitors;
  - wear agency identification when in the school;
  - share information (where consents allow) with the school principal (or designated liaison) re: student progress/ needs;
  - maintain client confidentiality where consent to share information is not in place;
  - report any disclosures to the Principal (or designate) of harm to self or others and/ or victimization. This includes but is not limited to worrisome or threatening behaviour, sexual assault, suicidal ideation and/or abuse;
  - supervise student(s) who are participating in programs/services; this includes washroom breaks, moving between the meeting space and classroom, facilitating the determined sign in/out process and any other transitions.

## 2. CONFIDENTIALITY

- a) TLDSB and the agency/organization agree to respect and maintain client confidentiality as per their respective agency policies and applicable freedom of information legislation.
- b) Ongoing efforts will be made by both parties to obtain consent for exchange of information when it is deemed that communication between the school and agency/ organization would benefit the student. When a student or parent/guardian will not provide consent, confidentiality will be respected.
- c) If a student makes a disclosure wherein his or her safety is at risk, or the safety of others is at risk, confidentiality will not be honoured; the safety of the student is of the greatest priority in these cases. In these cases agency/ organization staff must notify the principal and follow requirements of the duty to report if applicable to the situation.

## 3. ACCESS COMPONENTS

- a) Consent for participation in programs/ service and for the release and sharing of information (between TLDSB and agency/organization) must be obtained from the parent/guardian; OR the agency/organization must be working under allowable legislation to access a student without parental consent prior to engaging in programs or services with students.

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- b) TLDSB practice in relation to consents for students for receiving service or participating in programs is as follows:
- JK- grade 8 students require written parental/ legal guardian consent; this consent is to be placed in the OSR.
  - Grade 9-12 students can self-consent to treatment or counselling if they have the capacity to make this decision; they must understand the information relevant to the proposed treatment and understand the consequences of consenting or refusing consent. Written consent is sought from the parent/ legal guardian if there is a capacity concern and/or the student requests the same.
  - Regardless of age, written consent from the parent/leg guardian is required for psychoeducational assessments, speech and language assessments and IQ testing.
- c) It is understood that for health services as covered under the Health Care Consent Act, that students capable of consenting to care have the ability to consent to services. However, recognizing the benefits of having parents/guardians as part of the treatment plan for children, ongoing effort will be made throughout access to services to seek consent of the student(s) to inform parents/guardians of the supports being accessed.
- d) Consent form copies are to be stored in a student's OSR.
- e) Communication about the terms of this agreement will occur directly between the agency/ organization and the principal of the school. The parent/guardian and/or student will not assume responsibility for messaging between the parties of this agreement.
- f) Agency/ organization staff will only provide services in the school as outlined in the scope of this agreement. Any request from a student or staff for additional supports beyond what is covered by this agreement should be shared with the principal who will take the request to the superintendent.

#### 4. CONFLICT RESOLUTION

- a) In the event that a conflict arises between the school and agency/ organization staff, the principal of the school and the agency/ organization supervisor will work to resolve conflicts related to site-specific concerns whether they involve staff relations or staff adhering to components of this agreement.
- b) In the event that a conflict arises that cannot be resolved through reference to this MOU and/or relevant policies or legislation, the parties agree to work diligently to resolve the conflict in a timely manner and at the level of authority which expedites the resolution.

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- c) Concerns that cannot be resolved through the principal and supervisor will be brought to the attention of the Superintendent responsible for Specialized Services and agency/ organization Executive Director to work toward resolution. Written notification will be initiated by the party with the grievance and submitted to the other party. An agreed resolution process will be negotiated with access to additional advice/facilitation as deemed necessary.

## 5. INDEMNIFICATION

- a) Agency/ organization agrees to indemnify and save harmless TLDSB from any action or claim being brought against it as a result of the use of school facilities except for claims caused by negligence on the part of TLDSB or its agents. TLDSB's insurance does not cover agency/organization staff.
- b) Agency/ organization agrees to indemnify and hold harmless TLDSB, its directors, officers, employees, agents and volunteers, from all costs, losses, damages, judgments, suits demands, actions, complaints or other proceedings, in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the agency/ organization, its directors, officers, employees, agents or volunteers in connection with services provided by virtue of this agreement.
- c) TLDSB agrees to indemnify and hold harmless the agency/ organization, its directors, officers, employees, agents and volunteers, from all costs, losses, damages, judgments, suits demands, actions, complaints or other proceedings, in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the board, its directors, officers, employees, agents or volunteers in connection with services provided by virtue of this agreement.



**6. (PUBLIC) AGENCY/ ORGANIZATION PROGRAMS/ SERVICES:**

This section is to be completed by the agency/ organization’s Executive Director (or designate).

Date	
Agency/ Organization Name	
Agency Executive Director Name	
Service Area (Mus/CKL/Hal)	

Please complete a separate description below for *each* program or service you would like to offer (one section 6: Agency/Organization Programs/Services is required per program/service)

<b>PROGRAM OR SERVICE</b>	
<b>Service/ Program Title</b>	
<b>Program Description and Goals</b>	
<b>Required space for program</b>	
<b>*Proposed schools</b>	
<b>Target Audience (who can access)</b>	
<b>Frequency and Duration</b>	
<b>Agency/Org Program/Service contact (name, email &amp; #)</b>	

<b>Referral/ Access Process</b>	<input type="checkbox"/> Student on agency caseload <input type="checkbox"/> Student opt-in/ self-referral <input type="checkbox"/> SSAC referral <input type="checkbox"/> School staff referral (specify staff, consult SSAC) <input type="checkbox"/> Other (please specify)
<b>Agency Documentation</b>	<input type="checkbox"/> Agency/organization will provide a program description and consent form to be sent home (where applicable) and returned by participating students prior to the program start
<b>Consent</b> (consents required for students to access services)	<input type="checkbox"/> TLDSB Exchange of Info <input type="checkbox"/> Agency/Org Consent Form <input type="checkbox"/> Other (please specify)
<b>Anticipated Outcomes &amp; Evaluation</b>	
<b>Notes (TLDSB OR Agency/Org) or attachments:</b>	

\*School Participation: The existence of an MOU at the Board level, does not obligate schools to participate in programs or services. Once the MOU is fully executed, it is the responsibility of the Agency/Organization to approach the school principal to discuss interest in school involvement and to mutually agree upon logistics (days, time, space to be used, processes to be followed etc.)



**SIGNATORIES**

Acknowledging and accepting the terms, conditions, scope and limitations as laid out in this Memorandum of Understanding and in the TLDSB Community Partnerships for Services in Schools Procedure:

**ON BEHALF OF TRILLIUM LAKELANDS DSB:**

Name: \_\_\_\_\_ Position: Director of Education

Signature: \_\_\_\_\_ Date:

**ON BEHALF OF PUBLIC SERVICE PROVIDER:**

Name: \_\_\_\_\_ Position:

Signature: \_\_\_\_\_ Date:

**NOTE:**

FOR PROGRAMS (Organized Group Programs that run for a specified # of weeks and a specified day/week; usually evidence based) requirements include prior to program commencement:

- Letter outlining program offering (sample attached in procedure)
- Program description provided by the agency/organization
- Consent for participation

FOR ACCESS TO INDIVIDUALS ON CASELOAD and/or GENERAL POPULATION SERVICES (walk in type of services) consents must be sought as outlined in this document, in the Policy/Procedure and/or by law.