



ADMINISTRATIVE PROCEDURE	
<i>Approval Date</i> 2019	<i>Replacing</i> All previous procedures
<i>Review Date</i> 2020	<i>Page</i> 1 of 24
<i>Contact Person/Department</i> Superintendent Responsible for Specialized Services	<i>Identification</i> ES-5023

COMMUNITY PARTNERSHIPS FOR SERVICES IN SCHOOLS

1.0 PURPOSE

Trillium Lakelands District School Board is committed to promoting agreements with community partners who provide services or programs to students in schools.

The purpose of this procedure is to develop collaborative working relationships with community agencies/ organizations, regulated health professionals, regulated social service professionals and paraprofessionals. The presence, role and conduct of external professionals and paraprofessionals within the board’s schools shall be governed by this procedure and by any agreements made with TLDSB.

2.0 REFERENCES / RELATED DOCUMENTS

- 2.1 [Education Act](#)
- 2.2 [Ministry of Education Policy / Program Memorandum \(PPM\) 149](#)
- 2.3 [Municipal Freedom of Information and Protection of Privacy Act](#)
- 2.4 [Personal Health Information Protection Act](#)
- 2.5 [TLDSB Procedure BD-2031 Freedom of Information and Protection of Privacy](#)
- 2.6 [TLDSB Procedure ES-5565 Health Support Services](#)
- 2.7 [TLDSB Procedure OP-6021 Code of Conduct](#)
- 2.8 [TLDSB Procedure BU-3046 Community Use of Schools](#)
- 2.9 [TLDSB Procedure OP-6401 Conducting Research](#)
- 2.10 [TLDSB Procedure OP-6525 OSR Guidelines](#)

3.0 TERMS AND DEFINITIONS

3.1 COMMUNITY USE OF SCHOOLS (OUTSIDE OF THE SCHOOL DAY):

- 3.1.1 The process by which members of the public and/or community agencies/organizations, not-for-profit groups, volunteer groups, charities, clubs, sports teams etc. can access and use school facilities outside of the school day, for their own purposes.

3.2 COLLABORATIVE AGREEMENT FOR PRIVATE SERVICES

A formal agreement between TLDSB and a private service provider which outlines the terms, conditions and scope of service.

3.3 CONSENT FOR SERVICES

TLDSB practice in relation to consent required on file for a student to receive services or participate in programs during the school day. Consent is required as follows:

3.3.1 JK- grade 8 students require written parental/legal guardian consent; this consent is to be placed in the OSR;

3.3.2 Grade 9-12 students can 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 parental/legal guardian if there is a capacity concern and/or the student requests the same;

3.3.3 Regardless of age, written consent from the parent/guardian is required for psychoeducational assessments, speech and language assessments and IQ testing.

3.4 DIRECT SERVICE PROVIDERS

Direct service providers have contact/interaction with a student or students on school property, during the school day and/or during a school sanctioned event for the purposes of providing an approved program or service, and without the presence and/or supervision of a TLDSB staff member.

3.5 EXCHANGE OF INFORMATION AUTHORIZATION

An authorization signed by a parent/guardian or a student of legal age allowing for information related to services that may have impact on a student's learning or school experience to be shared between a service provider and TLDSB staff.

3.6 MOU: MEMORANDUM OF UNDERSTANDING

A formal agreement between TLDSB and a public service provider establishing a formal partnership.

3.7 PARAPROFESSIONALS:

Individuals with relevant post-secondary or on-the-job training who work under the supervision of a member of a relevant regulated professional College in Ontario (e.g. behaviour therapists, child therapists, youth counsellors, child and youth workers, occupational or physiotherapy assistants, and communication disorder assistants).

3.8 PRIVATE SERVICES:

Services delivered to a specific student by an individual or agency who are not a board employee and whose services are arranged and/or paid for by a parent/guardian, insurance company or other private party.

Services may be offered in the home, community, practitioner office setting, or, under specific circumstances, in schools during the school day.

- Services that may be offered during the school day under a Collaborative Services Agreement include observation, demonstration and consultation.
- Provision of direct service - wherein a student is removed from instructional time in order to receive direct private service - will only occur in exceptional circumstances (see 4.3.1).

3.9 PUBLIC SERVICES

Services delivered by staff from a publicly funded, not for profit or charitable entity. Public services may be mandated by the government or funded by a government agency. They could also include not for profit or charitable organizations that are considered to serve public interests.

3.10 REGISTERED PROFESSIONALS

Individuals who are members of a regulated professional College in Ontario (e.g. audiologists, nurses, occupational therapists, physiotherapists, psychologists, psychiatrists, social workers and speech language pathologists). A registered professional may have a paraprofessional working under their supervision.

3.11 TIERED SERVICES

TLDSB is committed to a tiered service support model for supporting mental wellness and/or students at risk:

Tier 1: Universal Mental Health Promotion and Support

Tier 2: Prevention and Intervention Programs and Strategies for Students at Risk

Tier 3: Specialized Interventions and Pathways to Community Care

3.12 TLDSB PROFESSIONAL STUDENT SERVICES PERSONNEL (PSSP)

Individuals employed by the board including student services attendance counsellors (SSAC), speech-language pathologists, psycho-educational consultants and communicative disorders assistants (CDA).

4.0 ADMINISTRATIVE PROCEDURE

4.1 GENERAL APPROACH TO SERVICE: PUBLIC SERVICES

4.1.1 TLDSB welcomes partnerships with community agencies and organizations and recognizes that valuable services and opportunities can be provided to students in our schools as a result of those partnerships.

4.1.2 Services provided will enhance and not duplicate or replace those provided by school board employees.

4.1.3 A Memorandum of Understanding (MOU) must be in place *prior* to provision of any service or access to any TLDSB students.

4.1.4 Agreements in the form of an MOU (see Appendix 5.2) will be considered between TLDSB and agencies/organizations who are:

- a) Regulated service professionals (health services, social services, paraprofessionals, etc.) and/or;
- b) Established agencies/organizations that provide evidence-based programs and/or services.

4.1.5 Services that may occur under an MOU include:

- a) Individual Student Services

Access during the school day to student(s) who are already on an agency's or organization's caseload, and who are also already receiving the agency/organization services outside of the school setting, and, where access during the school day is required to support the student (e.g. access by a child protection worker).

- b) General Population Services

Opportunities for students in the general population to access an agency or organization's services during the school day either via personal choice or via TLDSB referral (e.g. Principal, Vice Principal, SSAC) with appropriate consents (Walk-in Mental Health Crisis Services, Addiction Services, Public Health Clinic etc.).

- c) Group Programs

Established and/or evidence-based programs with specific goals/outcomes that operate in a school setting for students who are interested and/or referred for participation with appropriate consents.

Programs occurring in the school setting during the school day:

- i) typically do not occur during instructional time but rather during nutrition breaks, recesses or lunch breaks;
- ii) have a regularly scheduled day and time that programs occur, and a defined start and end date;
- iii) may include, but are not limited to programs that support Social Emotional Learning and mental health promotion and programs that encourage skill building, strengthen protective factors, and reduce risk factors.

4.2 DEVELOPMENT OF A *MEMORANDUM OF UNDERSTANDING (MOU) FOR PUBLIC SERVICES*

4.2.1 TLDSB will consider the development of MOUs with agencies/organizations that increase students' access to programs and/or services in schools in order to support student achievement and well-being.

- 4.2.2 MOUs will be consistent with the board's strategic direction, address needs identified in the Board Improvement Plan, reflect system goals and provide expanded opportunities for student success.
 - 4.2.3 Public service providers interested in establishing an MOU with TLDSB should complete Appendix 5.2 (MOU for Public Services) and submit to the Superintendent responsible for Specialized Services for review.
 - 4.2.4 The Superintendent responsible for Specialized Services (or designate) will review the MOU provided by the public service provider, ensure that the proposed service enhances current services delivered by board employees without duplication, and upon being satisfied with the agreement, arrange for signature.
 - 4.2.5 The Director of Education will act as the board signatory on MOUs.
 - 4.2.6 Once an MOU is signed, it is the responsibility of public service providers to approach the principal to discuss school interest in participation in programs or services. The existence of a signed MOU with TLDSB does not obligate the school to opt to participate in a program or service.
- 4.3 GENERAL APPROACH TO SERVICE: PRIVATE SERVICES
- 4.3.1 In limited and specific exceptional situations private services may occur with a specific student during the school day at the request of a parent/guardian, with the approval of the principal, and in consultation with the Superintendent responsible for Specialized Services.
 - 4.3.2 A Collaborative Agreement for Private Services must be in place *prior* to provision of any service or access to the specified student(s) (See Appendix 5.3).
 - 4.3.3 Private Services are typically services delivered to a student by an individual or agency who are not board employees and whose services are arranged and/or paid for by a parent/guardian, insurance company or other private party.
 - 4.3.4 Private services in the school setting generally occur in the form of:
 - a) a consultation with school staff related to student needs;
 - b) a demonstration of a skill, practice or process to a student and/or school staff;
 - c) an observation of a student in the school setting for the purposes of data collection;
 - d) in select circumstances, direct service may be provided for a limited or defined timeframe if there is a justification or specific purpose that requires the student to access the service during the school day that outweighs any concerns about the student missing instructional time in order to receive service.
 - 4.3.5 A rationale must be provided as to why the private service must occur on board property during the school day as opposed to before or after school hours.
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4.4 DEVELOPMENT OF A *COLLABORATIVE AGREEMENT FOR PRIVATE SERVICES*

- 4.4.1 Collaborative Agreements for Private Services will be considered by TLDSB at the request of a parent/guardian in discussion with the school principal and in alignment with section 4.3 of this procedure.
- 4.4.2 Appendix 5.3 must be completed by the parent/guardian in collaboration with the principal and submitted to the Superintendent responsible for Specialized Services for approval *prior* to services commencing.
- 4.4.3 Approval is at the discretion of the Superintendent responsible for Specialized Services in consultation with the school principal.
- 4.4.4 The Superintendent responsible for Specialized Services will act as the board signatory on the final Collaborative Agreement for Private Services.

4.5 COMMUNITY PARTNERSHIPS NOT COVERED IN THIS PROCEDURE

The following community partnerships **do not** require the development of a Collaborative Agreement for Private Services or a Memorandum of Understanding under this procedure:

4.5.1 Community Use of Schools (Outside of School Hours)

Access to the school or board property for the purposes of offering programs, services or other opportunities that are independent and separate from school activities and that occur *outside* of the school day are to be facilitated through the TLDSB Community Use of Schools procedure BU-3046:

- a) In some cases a fee for use applies.
- b) Use of school facilities outside of the school day is not considered a public or private service as defined by this procedure.

4.5.2 Classroom/Group Presentations

One-time or limited timeframe classroom, full school or small group presentations/guest speakers or instructors where:

- a) the program occurs during instructional time, or, if occurring during non-instructional time, student participation is voluntary/interest-based, and;
- b) the teacher or other school staff are present, and;
- c) supervision of the students during the presentation/guest speaker is the responsibility of the teacher/school staff, and;
- d) the purpose of the presentation is linked to the curriculum.

Such presentations do not require a formal agreement; these opportunities are facilitated and supervised by the teacher/school staff with principal permission.

4.6 PROGRAMS AND SERVICES CURRENTLY OFFERED IN TLDSB

4.6.1 Programs and services delivered by external agency staff under an MOU, and programs and services currently delivered by TLDSB staff are accessible via Appendix 5.1.

4.7 MEMORANDUM(S) OF UNDERSTANDING AND COLLABORATIVE AGREEMENT(S) FOR PRIVATE SERVICES: INTERPRETATION, LIMITATION AND TERMS

4.7.1 Interpretation:

- a) Any agreement crafted between TLDSB and a public service provider (MOU- Appendix 5.2) or TLDSB and a private service provider (Collaborative Agreement- Appendix 5.3) and the documents and forms incorporated into it by reference constitute the entire agreement between parties with respect to the subject matter.
- b) The agreement supersedes all other agreements, representations, statements, negotiations and undertakings with respect to the subject matter.

4.7.2 Limitations:

- a) The agreement applies solely to the conditions that support and pertain to the mandate of the listed public or private service provider.
- b) Public and private service providers will only provide programs and services to student(s) as outlined and specified in the agreement.

4.7.3 Terms:

- a) The MOU or Collaborative Agreement shall be effective once signed by the board signatory and the public or private provider.
- b) The terms of any agreement shall remain in effect until:
 - i) either party requests modifications, or,
 - ii) the termination date noted, or,
 - iii) in the absence of a specified termination date, via mutual consent or upon thirty days written notification by either party.
- c) Should the service type or delivery of the program or service change, it is the responsibility of the provider to provide the board with the requested updates to the agreement for review prior to changes being implemented.
- d) Commitment to provide services or programs in TLDSB schools to TLDSB students during the school day will not be made by either party outside of the process outlined in this procedure.

4.8 DATA/ RESEARCH

4.8.1 Any public or private service provider, researcher or other individual that wishes to collect data or information from a school's student body to measure the effect of a program/service or to determine the sustainability for a program/service will need to submit a proposal to the TLDSB Research Committee for approval prior to collection (OP-6401 Conducting Research).

4.8.2 If a research proposal is approved, the researcher or individual/agency conducting the research is required to comply with TLDSB requirements for conducting research and seek appropriate consents prior to commencing research.

4.9 SCHOOL PARTICIPATION AND ACCESS

- 4.9.1 The principal (or designate) may refuse any individual access to the school premises at any time if doing so is in the best interest of staff or students regardless of the existence of an agreement.
- 4.9.2 TLDSB is at all times responsible for the provision of in-school and in-classroom personal support and professional services to students and retains the sole and absolute discretion to terminate public or private services of any kind.
- 4.9.3 Access to the school may be limited or adjusted if physical space for service/program delivery is not available.

4.10 PROGRAM/ SERVICE DELIVERY IN THE SCHOOL: RESPONSIBILITIES

- 4.10.1 The principal or designate will act as the main liaison for anyone entering the school once the agreement is signed, and is responsible for:
 - a) ensuring that the provider is in compliance with the terms and conditions of this policy and procedure and as outlined in signed MOU or Collaborative Agreement;
 - b) determining procedures for access to the building and space in the school;
 - c) monitoring and reviewing programs/services occurring in the school.
- 4.10.2 The Special Education Resource Teacher (SERT) or the Department Head responsible for Special Education is responsible for:
 - a) acting as a liaison with agencies/organizations that provide services to support students with special needs in the school;
 - b) facilitating student referrals to agencies/organizations and services for student programming for special needs.
- 4.10.3 TLDSB PSSP Staff are responsible for:
 - a) acting as a liaison with public service providers that align with their role's service mandate in conjunction with the school principal;
 - b) facilitating student referrals to additional services;
 - c) providing direct support to students where required.

4.11 RESPECTING STUDENT AND SCHOOL CONFIDENTIALITY

- 4.11.1 The principal (or designate) will have access to the names of students who are participating in programs and services offered by public or private service providers under the terms and conditions of an MOU or Collaborative Agreement.
- 4.11.2 Appropriate consents will be obtained prior to any discussion, sharing or exchange of student information between school staff and public or private service providers.
- 4.11.3 Any communications (a written or oral report, general commentary, observation or recommendation) between school staff and any public or private service provider providing a service in a school must be limited in nature to student participation in the program or service being provided.

4.11.4 Access to a student OSR can only occur under the OSR Guidelines (TLDSB Ontario Student Record Guidelines OP-6524).

4.11.5 Reports and recommendations prepared by a service provider must be limited only to student(s) participating in a program or service; commentary must not be made about other students or staff in the school.

4.11.6 Any community agency/organization staff who are working in a school have an obligation to inform the teacher, principal and/or designate of any disclosures of concern that may be made when students are engaging in a program or service. This includes, but is not limited to, child protection concerns and bullying or harassment concerns. Child protection will also require the staff member to report to child protective services.

4.12 COMPLIANCE REQUIREMENTS

The provision of services outlined in this agreement shall conform to the requirements as outlined in any applicable provincial legislation governing the agency/organization, school board and/or any other involved private or public service provider.

5.0 APPENDICES

- 5.1 List of Internal and External Services in TLDSB
- 5.2 Memorandum of Understanding (for Community Agencies/Organizations)
- 5.3 Collaborative Agreement with Private Services
- 5.4 Exchange of Information Authorization Form



SERVICES PROVIDED BY PROFESSIONAL AND PARAPROFESSIONAL STAFF AND/OR AGENCIES/ORGANIZATIONS IN TLDSB

INTERNAL (EMPLOYED BY TLDSB) SERVICE PROVIDERS:

ROLE	SERVICE
Student Services/Attendance Counsellors	Crisis Intervention (Protocols for Suicide Ideation, Critical Incidents, Sexual Assaults, Threats of Harm) Short Term Counselling Attendance Counselling System Navigation and Referrals to Community Partners
Speech Language Pathologists	Assessments Programming recommendations Program delivery
Psycho-educational Consultants	Assessments Programming recommendations
Communicative Disorders Assistants	Program delivery

EXTERNAL PUBLIC SERVICES:

An updated list can be found on the TLDSB Community Partnerships for Services in Schools page on the TLDSB website at <https://tldsb.ca/community-partnerships-services-schools/>



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

BETWEEN

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:
 - i) 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;
 - ii) Facilitate review meetings (if required) that may lead to revisions of the MOU;
 - iii) 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:

- i) 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;
- ii) 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;
- iii) 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');
- iv) Ensure that any agency/organization staff working in the school is familiar with reporting protocols, disclosure protocols and emergency protocols;
- v) 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:

- i) Ensure that there is an up to date and signed MOU on file before any program or service commences in a TLDSB school;
- ii) 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;
- iii) Ensure all staff have met requirements under the vulnerable sector screening process prior to admission to a TLDSB school;
- iv) 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);
- v) 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;
- vi) Ensure ongoing communication occurs with the principal of the school regarding agency/organization staff in school(s);

- vii) Ensure that for specific programs, a program description and consent for participation is available to the school to be sent home with participating students;
 - viii) Ensure that service staff are acting in a legal capacity to access students in regard to parental/legal guardian consent;
 - ix) Provide agency/organization staff with the tools/supplies necessary to complete their duties including (but not limited to):
 - o access to a computer if required;
 - o access to Wi-Fi (e.g. rocket stick, etc.) if required;
 - o access to a cellular phone if required;
 - o program materials;
 - o 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:
- i) Review the following TLDSB policies and procedures:
 - o [Code of Conduct Procedure](#)
 - o [Reporting of Suspected Child Maltreatment Procedure](#)
 - o [Smoke Free Environment Procedure](#)
 - o [Violence in the Workplace Procedure](#)
 - o [Lockdown Emergency Response Procedure](#)
 - o [Threat and Risk Assessment and Response Procedure](#)
 - ii) Review the school code of conduct, emergency protocol, disclosure protocols and the suicide protocol with the principal;
 - iii) Work with the principal on establishing a process for student access to programs/services (school/student appointment process, signing in/out of class etc.);
 - iv) Comply with the access components listed in section 3 of this MOU;
 - v) Ensure appropriate consents for participation in a program/service (if applicable) are signed before commencing program/service delivery;
 - vi) 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:

- i) check into the main office upon arrival and prior to departure;
- ii) comply with school protocol for visitors;
- iii) wear agency identification when in the school;
- iv) share information (where consents allow) with the school principal (or designated liaison) re: student progress/needs;
- v) maintain client confidentiality where consent to share information is not in place;
- vi) 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;
- vii) 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/services 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.

- b) TLDSB practice in relation to consents for students for receiving service or participating in programs is as follows:
- i. JK- grade 8 students require written parental/legal guardian consent; this consent is to be placed in the OSR;
 - ii. 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 parental/legal guardian if there is a capacity concern and/or the student requests the same;
 - iii. Regardless of age, written consent from the parent/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)

	PROGRAM OR SERVICE
Service/Program Title	
Program Description and Goals	
Required space for program	
*Proposed schools	
Target Audience (who can access)	
Frequency and Duration	
Agency/Org Program/Service contact (name, email & #)	
Referral/ Access Process	<input type="checkbox"/> Student on agency caseload <input type="checkbox"/> School staff referral (specify staff, consult SSAC) <input type="checkbox"/> Student opt-in/self-referral <input type="checkbox"/> Other (please specify) <input type="checkbox"/> SSAC referral
Agency Documentation	<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
Consent (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)
Anticipated Outcomes & Evaluation	
Notes (TLDSB OR Agency/Org) or attachments:	

*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)
- 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.

SAMPLE LETTER TEMPLATE FOR PROGRAM PARTICIPATION

CAN BE MODIFIED/ COMPLETED & SENT HOME WITH AGENCY/ORGANIZATION PROGRAM DESCRIPTION & AGENCY/ORGANIZATION CONSENT FORM

Date

Dear Parent(s)/Guardian(s),

This letter is to inform you that (students from x class/or selected student) have been selected to be a part of an opportunity being offered in Trillium Lakelands DSB.

The program is run by ____ and is called _____

The program is about...the goals of the program include:

The program will operate (times/dates etc.)

Overall topics will center on such things as:

More information can be found in the attached overview as provided by (agency/organization name)

Please complete (the consent form below and/or agency provided consent form) for student participation in the program.

Should you have any questions, please contact me at the school.

Sincerely,

Principal

I understand that _____ (agency/organization) staff will be delivering the _____ (program name) at _____ (school name).

I acknowledge and give permission to _____ (student name) to participate in the program as described above and in the agency/organization program description.

(Parent/Guardian Name-Print)

(Parent/Guardian Signature)

(Date)



COLLABORATIVE AGREEMENT FOR PRIVATE SERVICES

BETWEEN: Trillium Lakelands District School Board

-and-

(the "Private Service Provider/Professional")

Re: Student: _____ D.O.B. _____

School: _____ Date: _____

DESCRIPTION AND GOALS OF SERVICE:

RATIONALE FOR SERVICE TO OCCUR DURING THE INSTRUCTIONAL DAY ON BOARD PROPERTY:

SERVICE START DATE: _____ SERVICE END DATE: _____

NUMBER OF SESSIONS: _____ ANTICIPATED DURATION OF EACH SESSION: _____

TYPE OF SERVICE: Consultation Observation Demonstration

Other (please specify): _____

WHEREAS the private service provider / professional / paraprofessional has been retained and / or agreed to by a parent / guardian of a student, within the board, to observe and / or demonstrate with respect to the student;

AND WHEREAS the Board stipulates certain conditions and guidelines with respect to the role of the private service provider / professional / paraprofessional within its premises and when interacting with board personnel and students.

Notice of Collection: Personal information contained on this form is collected pursuant to the Freedom of Information and Protection of Privacy Act/ Municipal Freedom of Information and Protection of Privacy Act and may be used as necessary for Board operations. Questions about this collection should be directed to the Superintendent Responsible for Freedom of Information for Trillium Lakelands District School Board, Lindsay Corporate Office, Box 420, 300 County Road 36, Lindsay, Ontario, K9V 4S4, 1-888-526-5552

The private service provider / professional / paraprofessional is to abide by the following guidelines.

1. Confidentiality:

In any written or oral reports arising out of observations made on school premises, the private service provider / professional / paraprofessional shall not make any references to other students or school / board personnel by name or by any other means which could serve to identify the individual. All such reports shall be held in the strictest confidence.

2. Registered Professional for Service Delivery or Supervision of Service Delivery

Any private service provider must be registered by a regulated college OR be directly supervised by a member of a regulated college.

The member guarantees that he/she holds current, valid registration to practice in his/her discipline as directed by the appropriate College.

This member accepts responsibility for direct service to the student OR for supervision of the direct service provider (professional or paraprofessional).

- Name of Direct Service Provider _____
- Name of Member _____
- Name of College _____
- Registration Number _____

Liability:

The member guarantees that he / she has professional liability insurance in the amount which is in accordance with the stipulations of the college and names the Board as an additional insured under the policy.

- Name of College _____
- Amount of Coverage _____
- Expiration Date _____

3. Criminal Background Check:

The private service provider / professional guarantees that provider of direct services has a current (within the last 12 months) and satisfactory Vulnerable Sector Screening.

4. Programming Recommendations:

The principal is responsible for the education program of the student. Programming recommendations made by the private service provider / professional / paraprofessional are suggestions offered to the principal or designate, which may or may not be implemented. The principal or designate has the authority to determine what, if any, programming changes are to be made in accordance with / and subject to the *Education Act*.

5. Termination of Privileges:

The private service provider / professional / paraprofessional acknowledges that his/her access to the school premises may be terminated at any time at the sole and unfettered discretion of the principal or the Board. Written notification of the termination will be provided.

6. Parent/Legal Guardian Entirely Responsible for Any Payment

The private service provider / professional / paraprofessional acknowledges that the Board shall not be responsible for any accounts or services rendered in connection with school consultations, observations, demonstrations or otherwise.

Name and contact information for direct service provider

Signature of Registered Professional
(*this may or may not be the direct service provider)

Date

Superintendent Responsible for Specialized Services

Date

CC: Parent / Legal Guardian / Adult Student
OSR
Superintendent Responsible for Specialized Services
Registered Professional



PARENT/GUARDIAN AGREEMENT

Parent/Guardian:

Re: Visit(s) by _____
(Name of Private Service Provider / Professional / Paraprofessional)

Concerning _____
(Name of student)

We hereby acknowledge and agree that the above-named private service provider / professional / paraprofessional has been retained by the undersigned parent(s) / guardian(s). Further, we acknowledge and agree that we are fully responsible for payment of any and all accounts, including fees and disbursements, rendered by the above-named professional / paraprofessional, and the Board will not be paying nor contributing to the cost of these services. Finally, in consideration of the Board allowing the above-named private service provider / professional / paraprofessional the requested access to the school, we hereby release and forever discharge the Board (including its employees, supervisory officers, and trustees) from any and all claims, demands, liabilities, courses of action, complaints, and otherwise arising from the visit(s), including any remedies which may subsist in law, equity or under legislation.

In addition, we hereby acknowledge and agree that the principal is responsible for the duration of the program of the above-named student. At any time at the sole and unfettered discretion of the principal or the Board, the above named private service provider / professional / paraprofessional's access to school board premises may be terminated. Further, we acknowledge and agree that programming recommendations made by the above-named private service provider / professional / paraprofessional are suggestions offered to the principal, which may or may not be implemented. Finally, we acknowledge and agree that the principal has the authority to determine what, if any, programming changes are to be made in accordance with / and subject to the Education Act.

Accepted: _____ *Witness _____
(Parent / Guardian Signature)

Date: _____ Date: _____

** In the absence of other convenient witnesses, the Principal / designate may serve as witness*

- cc: Parent / Guardian
- External Partner
- Student Services
- O.S.R.

Please complete and sign the attached Consent Forms to allow the Private Service Provider / Professional / Paraprofessional to work with your student on school property during the school day



EXCHANGE OF INFORMATION AUTHORIZATION

Information received will be included in the Ontario Student Record (OSR) Documentation File. It should be noted that the information in the OSR is subject to access under guidelines outlined in the Education Act and the Municipal Freedom of Information and Protection of Privacy Act.

I hereby authorize the release and exchange of information concerning contacts involving:

- Medical Health Services
- Psychological Services
- Social Work Services
- Special Education Services
- Speech/Language Services
- Audiological Services
- Other (please specify) _____

Between:

And:

Regarding:

Name of individual: _____

Birthdate of individual: _____

School(s) attended and/or attending in TLDSB: _____

If individual is under 18, the parent/guardian should complete the section below. If individual is over 18, he/she can complete it themselves:

Name (Please Print) _____

Address _____

Phone Number _____

Signature _____

Date _____

Witness _____