**MEMORANDUM OF UNDERSTANDING**

**[Partner Provider logo goes here]**

*Enhanced life outcomes for children who’s social and family circumstances place at risk their chances of achieving positive education, social or health outcomes*

**THIS Memorandum of Understanding (MOU) dated is made BETWEEN**

(“Provider”)

**AND** (“School”)

(together “the parties”)

**agree as follows:**

1. **PURPOSE**
	1. The purpose of this MOU is to record how the Parties will work together in a cooperative and collaborative relationship regarding the provision of social workers in the School. The Provider is funded by Oranga Tamariki to provide the Social Workers in Schools programme (SWiS) to various schools however it does not currently receive funding from Oranga Tamariki for the provision of SWiS to the School. The Provider has agreed to do this on a voluntary basis.

1.2 Both parties agree to the following principles:

* Act honestly and in good faith
* Communicate openly and in a timely manner
* Work in a collaborative and constructive way
* Have regard for and respect each other responsibilities
* Encourage quality and innovation to achieve positive outcomes

**Key Contacts: Provider School**

Name

Position

Telephone

E-mail

1. **BACKGROUND**

***Provider***

* 1. [Overview of services offered by the Provider]
	2. The Provider will provide SWiS (or agreed parts thereof) to the School. It may:
		+ Work with individuals and with their families or extended family
		+ Work with teachers, public health nurses and other school staff
		+ Assist with housing/benefits and access to community support and networks
		+ Offer parenting support
		+ Discuss (but not give) legal advice
		+ Support referrals to community-based services such as counsellors
		+ Provide group programmes to support students at school
		+ Offer advocacy support to young people and families.
1. **REFERRALS TO the Provider for SWiS**

3.1 The Providerwill provide referral forms to the School for use for SWiS. The School will follow their own processes for making a referral, i.e. teachers & other School staff discuss their worries with the school Principal first and decide; the Principal makes all referrals; school staff can refer directly to the Provider’s SWiS Hub.

3.2 SWiS is a voluntary service that requires parental consent for students under the age of 16 years. The person referring to SWiS must discuss their motivation (concern/worries and how the social worker may be able to assist/offer support) with the family/and young person prior to making the referral to the SWiS Hub.

If discussing the referral with whanau increases the risk to a student, it is expected that the referrer will discuss this directly with the Provider’s SWiS Practice Manager.

#### 3.3 [Use this section to describe how referrals will be received and allocated, i.e. referrals will join others in a centralised system and will be considered for allocation weekly].

#### 3.4 Where there may be several needs identified in a referral, consideration will be given to jointly share across the wider organisational team or redirect to the appropriate service or social worker – i.e. attendance officers, Public Health Nurses, Resource Teachers Learning and Behaviour, mental health services, Oranga Tamariki.

#### 3.5 The referrer will be contacted to advise/discuss the status of referral, i.e. accepted and allocated, on hold, further information required, contact made with child/whanau, support from school with intervention, service has concluded etc.

Please send referrals to (insert details for email/other here)

1. **CONCERNS FOR STUDENT SAFETY AND WELFARE - REFERRALS TO ORANGA TAMARIKI**
	1. From time to time concerns for a student may lead one of the parties to this MOU to make a Report of Concern to Oranga Tamariki. A consultation process between the School and the Provider should be agreed.
	2. General principles to be applied by the parties relating to Reports of Concern to Oranga Tamariki include:
		* all Reports of Concern should be considered on a case-by-case basis, within each parties’ Child Protection Policy and wherever possible, be informed by professionals involved with the student within the School
		* all relevant people within the School should be fully informed of any Oranga Tamariki involvement with a student and their family/whānau
		* the Provider’s SWiS social workers should be prepared to work collaboratively with Oranga Tamariki and accept referrals from Oranga Tamariki to provide on-going community support to students and their family/whānau. This will only occur with the consent of the family/whānau.

The Provider’s SWiS social workers will not make or sign off a Report of Concern without being currently involved with the student’s family/whānau and will always follow the Provider’s Child Protection Policy.

#### **CONFIDENTIALITY & INFORMATION SHARING**

5.1 Both parties acknowledge that their interaction with each other under this MOU requires the sharing of personal information about students and their families/whanau.

5.2 The parties will comply with their respective obligations under the information sharing provisions in s66C of the Oranga Tamariki Act 1989. These provisions apply to people who work with tamariki and their whanau in the child/youth welfare and protection sector – including NGO’s, district health boards, health practitioners, children’s workers as well as government agencies, community housing providers, school boards, and early learning centres.

5.3 The social worker will follow the Provider’s l policy with regards to discussing the limits of confidentiality with students and their family/whanau. Other than as it directly impacts on the School/School staff, information on a SWiS client will not be disclosed unless there is a risk of harm to them or others, or if a consent form (attach a copy of Provider’s consent form to this MoU) has been signed.

5.4 Further guidance on information sharing can be found at: <https://www.orangatamariki.govt.nz/working-with-children/information-sharing/>

#### **SOCIAL WORKERS IN SCHOOLS SERVICE SUPPORT**

6.1 The School will provide a private and appropriate room for the Provider’ SWiS social workers to work with students and families/whānau when they are working in the School.

6.2 The Provider’s social workers will have laptops and mobile phones. The School will provide reasonable access to printer/fax machines and the School’s wi-fi when requested by a social worker.

6.3 The School’s teachers will fill out the Strengths & Difficulties Questionnaires (SDQ) supplied by the Provider. This generally will take between 5-15 minutes per student. The SDQ consists of 3 forms = 1 filled out by the teacher, 1 by the student (depending on age) and 1 by a primary parent/caregiver.

The SDQ supports social worker assessment and findings may be used to plan appropriate interventions with the student. This is an internationally validated tool that enables Oranga Tamariki to assess the benefits of the SWiS programme for users.

**7.** **MISCELLANEOUS**

 *Health & Safety issues*

 7.1 The Provider is the employer of its SWiS social workers, and where there is off-school activity such as a group programme or outing, agrees to ensure that their employees comply with the School/Kura protocols, processes and policies, including health and safety policies.

 *Group* Programmes

 *7.2* From time to time the Provider and/or School Principal may identify groups of students who may benefit from preventative programme intervention. On these occasions and in consultation with School Principals and SWiS Practice Managers, the Provider may resource preventative programmes on a case by case and voluntary basis.

#### **DISPUTES**

#### 8.1 Any dispute or difference arising between the parties to this MOU will be dealt with in the first instance through facilitating a meeting with a representative from each of the parties, at which they will seek, in good faith, to resolve the dispute or difference. If the parties’ representatives are unable to resolve any dispute within 30 calendar days the dispute shall be jointly escalated to the Provider’s service manager and the School principal for resolution within 30 calendar days.

#### **TERM, TERMINATION, REVIEW and AMENDMENT OF THIS MOU**

9.1 This MOU will commence on the date it is signed by both parties and will operate for a term of two years.

9.2 Either party may terminate this MOU for any reason upon a minimum of one month’s written notice to the other party.

9.3 This MOU will be reviewed annually to ensure that it is meeting the needs of both parties.

9.4 This MOU may be amended by a written agreement signed by both parties.

**10. MOU TEMPLATE**

The parties acknowledge that:

This MOU template has been developed by Oranga Tamariki for internal use and guidance by schools and providers for the purpose of SWiS where a school is not funded by Oranga Tamariki.

They may adapt the MOU template to suit their particular circumstances.

The information in this MOU template doesn’t constitute advice from Oranga Tamariki and they understand they may need to seek independent advice if appropriate.

Oranga Tamariki does not accept any liability for any loss or damage arising from the parties’ use of or reliance on this MOU template.

Signed by:

**School/Kura representative as delegated by the School Board of** **Trustees**

School/Kura Name

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Provider Chief Executive Officer or authorised Manager**

Organisation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX 1** [Attach a copy of the Provider’s client consent/rights form]