



**ORANGA  
TAMARIKI**  
Ministry for Vulnerable Children

*Social Workers in Schools:*

*Partnering Agreement DATE*

*Name of School*  
*Name of School*  
*Name of School*  
*Name of School*  
*Name of School*  
*Name of School*  
*etc*

*[Date]*



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## **1. Purpose of this Partnering Agreement**

The purpose of this Partnering Agreement (the Agreement) is to establish an operational framework for managing the Social Workers in Schools (SWiS) service within a cluster of schools; enabling effective service delivery.

The Agreement will reflect a willingness by partners to collaborate, focusing on the needs of vulnerable children within a group of schools (the cluster). This approach aligns with the model used for the Children's Teams.

The Agreement will sit alongside the SWiS Service Specifications.

Review of the Agreement will be undertaken by the Principal (of each school) and the service provider.

## **2. Glossary of Terms**

Terms used in this Agreement are:

- the Cluster - the school or schools associated with the SWiS worker/s and the provider employer
- Party (Parties) – the organisations who collaborate under the terms of this Agreement and who participate in SWiS service delivery
- stakeholders – groups or individuals who participate in or are affected by the SWiS service
- Report of Concern – a referral, or notification to the Ministry for Vulnerable Children, Oranga Tamariki
- outcomes – the results sought through the provision of the SWiS service
- outputs – a measure of the SWiS activities delivered
- SWiS Governance Group meetings - the forum for partners to review and plan service delivery across the community collective.

## **3. Background**

### **Objectives of the SWiS service**

The SWiS service is:

- aimed at promoting the safety and wellbeing of children and young people
- child focused
- family/whānau centred
- community orientated
- committed to building on child and family/whānau strengths
- culturally responsive.

### **Outcomes of the SWiS service**

The outcomes sought through the SWiS service are:

- children and young people are attending and engaged in school
- safe, socialised children and young people and their families/ whānau with a strong sense of identity and wellbeing.

## **4. Parties to the Agreement**

The Parties to the Agreement are:

- Name of school
- Name of school
- Name of school
- Name of school
- Name of school
- (as required)

The service provider, as the organisation contracted to deliver the SWiS service, is responsible for ensuring the Agreement is negotiated with each relevant partner, is current and represents the operational requirements of the cluster in meeting the needs of children and young people attending their schools.

The specific responsibilities of each party in implementing the SWiS service are detailed in 'The Social Workers in Schools Service Specifications Section 4: Service Delivery'. A copy of the Service Specifications is to be held by each partner, and is available on the SWiS website.

## **5. Term of the Agreement**

The Agreement must be developed between the Service Provider (the Provider) and the school(s), at the beginning of the contracted term (typically 2 – 3 years). The Agreement must remain in place for the life of the contract, and will be reviewed annually.

The Agreement should also be reviewed when there is a change of key representatives (particularly social workers or school principals) to ensure the information relating to the Agreement is still relevant.

## **6. Disclaimer**

This Agreement does not constitute a legal partnership.

## **7. The Parties Agree**

The Parties agree to their specific responsibilities and roles as set out in the SWiS Service Specification and this Agreement.

## **8. The Partnering Principles**

Partnering principles relevant to the Agreement are to:

- act honestly and in good faith
- communicate openly and in a timely manner
- work in a co-operative and constructive manner
- recognise and respect each other's responsibilities to children and stakeholders
- encourage quality and innovation to achieve positive outcomes for children and their families/whānau who receive the SWiS service
- encourage collaboration between parties.

## 9. Operational Structure

The Parties to this Agreement are detailed below:

Partner organisation	Representative	Role	Nominated alternative representative
<i>Eg. Community Support Western</i>	Jane Doe	Chief Executive	Tom Jones (Workforce Manager)
<i>Eg. Sunnyday School</i>	John Smith	Principal	Sarah Wilson (Deputy Principal)
<i>Etc...</i>			

*All representatives must make a commitment to be available for meetings. Alternative (or delegated) representatives only attend meetings in exceptional circumstances. All representatives should have authority to make decisions on behalf of the school or the Service Provider. There will be a nominated/designated leader of the cluster.*

## 10. SWiS Governance Group Meetings

The Parties to the Agreement agree to attend SWiS Governance Group meetings. These meetings are to be held quarterly (at a minimum), between the Parties to this Agreement, MVCOT Community Investment Advisor, local operations site representative, and a Ministry of Education representative.

The purpose of these meetings is to consider referrals to the services, and potential referrals to the Children’s Team or other services, based on the needs of children from each of the schools within the school cluster. The meeting will also review and plan service delivery across the cluster. The Terms of Reference for Governance Groups is attached as Appendix One of this document, and outlines the purpose and structure of the group. The Agreement and Governance Group meeting minute’s template is attached as Appendix Two of this document and provides the agreed process for these local meetings.

## 11. Referrals to SWiS

A process for making referrals to SWiS should be agreed in each school in the cluster, and this should include what is/is not covered by the SWiS service. Each school will have its own process for referrals, with some requiring teachers to make an approach to the principal and others will come directly from teachers. Referrals may also be made by MVCOT or other health, education, or social service providers.

Parents, and sometimes children or young people may self-refer. If children or young people approach the social worker for service, consent must be gained from the family for on-going intervention. The child/young person should be aware of this process and supported to feel safe.

Where protection concerns are disclosed, the social worker should follow the agreed process to obtain enough information to determine whether a notification should be made.

If the parent/guardian self-refers, the social worker should complete the referral form with the referrer if possible, and advise the school following the agreed process, unless the parent requests otherwise.

Referrals will be discussed and managed at the fortnightly coordinated case-management meetings, as per the Memorandum of Understanding between all partner agencies involved in the [Name of cluster].

## 12. Social Worker Availability

Each SWiS social worker covers a group of schools with a total combined roll of up to 700 students; the cluster recognises the geographical coverage required. It is important to recognise that the needs of children within the schools in a cluster will vary. The social worker will maintain regular contact with each school; however time spent at each school will vary depending on the needs of the children/young people at any given time.

The quarterly Governance Group meetings provide each school the opportunity to discuss service delivery and any issues arising i.e. access to the social workers and current capacity.

## 13. Referrals to MVCOT (Reports of Concern)

A process for making referrals to MVCOT should be agreed as part of the Agreement. A consultation process between each school and the service provider should be agreed.

*Please note that each school may have different processes, and good communication between the parties within each school is critical.*

General principles relating to reports of concern to MVCOT include:

- all reports of concern should be considered on a case-by-case basis, within each partner's Child Protection Policy and wherever possible, be informed by professionals involved with the child/young person within the school
- all relevant people within the school should be fully informed of any MVCOT involvement with a child/young person and their family/whānau
- SWiS social workers will be prepared to work collaboratively with MVCOT and accept referrals from MVCOT to provide on-going community support to children/young people and their family/whānau. This will only occur with the consent of the family/whānau
- SWiS social workers will not be party to making or signing off a Report of Concern without being currently involved with the family/whānau and will at all times follow their home agency's Child Protection Policy.

When the SWiS social worker is working with the child/young person and/or family/whānau:

- the SWiS social worker may be considered the most appropriate person to make the Report of Concern
- where it is decided that the school will make the Report of Concern and the family/whānau is known to the social worker, the school should always advise MVCOT of SWiS involvement
- the SWiS social worker should supply MVCOT with a report of their assessment of the family/whānau situation as a supporting document

- when SWiS social workers have been working with children/young people and their family/whānau prior to a Report of Concern being made, wherever possible this support should continue alongside MVCOT intervention, and as part of the whānau plan.

*Support resources:*

- “An interagency guide; working together to keep children and young people safe” <http://www.mvcot.govt.nz>
- The current child protection policy of each school
- The child protection policy of the Service Provider.

School	Process for communicating child protection concerns between SWiS and the school
<i>Name of school</i>	Insert process specific to this school as per Child Protection Policy
<i>Name of school</i>	Insert process specific to this school as per Child Protection Policy
<i>Name of school</i>	Insert process specific to this school as per Child Protection Policy
<i>Name of school</i>	Insert process specific to this school as per Child Protection Policy
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<i>Name of school</i>	Insert process specific to this school as per Child Protection Policy
<i>Name of school</i>	Insert process specific to this school as per Child Protection Policy

## 14. Social Workers in Schools Service Support

All SWiS schools must provide a private and appropriate room for SWiS social workers to conduct interviews with children, young people and families/whānau when they are working in the school.

*Please see the Ministry of Education SWiS Fact Sheet/SWiS Service Specifications or Toolkit for information about school responsibilities for hosting SWiS.*

### Assets

The Parties identify the following responsibilities for supply, installation and maintenance of SWiS assets (add to this list as required).

Ref.	Asset	Party responsible
1	Dedicated office for Social Worker to work with clients	School
2	Furniture, heater etc.	School
5	Laptop computer with case management records	Service Provider
6	Insurance – details of items insured and responsibility for these items	School (for office furniture etc.) Service Provider (for laptop, cell phone etc.)
7	Mobile telephone and applicable charges	Service Provider
8	Transport	Service Provider
9	Access to fixed line telephone in school	School

### SWiS Service Support

*The Parties identify the following responsibility for service support (add to this list as required).*

Ref.	Service support	Party responsible
1	Promotion of the SWiS service for example - website, newsletters, presentations to staff	Service Provider School
2	Referral system set up and maintained in each school	Service Provider School

3	Services such as cleaning, heat, light and water, security within school	School
4	Supplies for SWiS office (discuss how this will work in each school)	Service Provider School
6	Access to school facilities including photocopiers and fax, staffroom, recreation areas, kitchen and toilets	School
7	Internet access	Service Provider (at their office) School (at school)

## 15. School and Service Provider Contacts

*The Parties identify the following contact person in each school as a first point of contact for the social worker.*

***This information should be available for each school across the cluster so that all schools have within the group have the same information. Sections 13 and 14 should be negotiated and agreed with all schools at Governance Group meetings.***

Key Governance Group contacts		
Name	Telephone	Role

## 16. Service Planning

The cluster, service provider and SWiS social worker will ensure appropriate service planning occurs.

### Back-up for social work service:

The Service Provider agrees to provide support when the social worker is sick, on training or annual leave. At these times, the school will contact the service provider with referrals or about issues as required.



**Health and Safety issues:**

The service provider as the employer of SWiS social workers, agrees to take responsibility for having a 'working off-site' policy for all SWiS staff and ensuring that SWiS social workers adhere to this. This is outlined in the service provider' Health & Safety policy.

**Resolving Differences**

The Parties agree to resolve any differences which arise during the term of this Agreement. Issues should be notified and addressed in a timely way to minimise the impact these may have on the service to children/young people and families/whānau.

The principles of issues resolution should reflect the partnering principles outlined in **Section 8** of this document.

**17. Signatories to this Agreement (delete non-required fields)**

**School (1) representative as delegated by the Board of Trustees**

School Name            **XXXXXXXXXX**  
Name \_\_\_\_\_  
  
Position \_\_\_\_\_  
  
Signed \_\_\_\_\_  
  
Date \_\_\_\_\_

**School (2) representative as delegated by the Board of Trustees**

School Name            **XXXXXXXXXXXXXXXXXX**  
Name \_\_\_\_\_  
  
Position \_\_\_\_\_  
  
Signed \_\_\_\_\_  
  
Date \_\_\_\_\_

**School (3) representative as delegated by the Board of Trustees**

School Name            **XXXXXXXXXXXXXXXXXX**  
Name \_\_\_\_\_  
  
Position \_\_\_\_\_  
  
Signed \_\_\_\_\_  
  
Date \_\_\_\_\_

**School (4) representative as delegated by the Board of Trustees**

School Name            **XXXXXXXXXXXXXXXXXX**  
Name \_\_\_\_\_  
  
Position \_\_\_\_\_  
  
Signed \_\_\_\_\_  
  
Date \_\_\_\_\_

**School (5) representative as delegated by the Board of Trustees**

School Name            **XXXXXXXXXXXXX**

Name                    \_\_\_\_\_

Position                \_\_\_\_\_

Signed                  \_\_\_\_\_

Date                     \_\_\_\_\_

**School (6) representative as delegated by the Board of Trustees**

School Name            **XXXXXXXXXXXXXX**

Name                    \_\_\_\_\_

Position                \_\_\_\_\_

Signed                  \_\_\_\_\_

Date                     \_\_\_\_\_

**School (7) representative as delegated by the Board of Trustees**

School Name            **XXXXXXXXXXXXXX**

Name                    \_\_\_\_\_

Position                \_\_\_\_\_

Signed                  \_\_\_\_\_

Date                     \_\_\_\_\_

**School (8) representative as delegated by the Board of Trustees**

School Name            **XXXXXXXXXXXXXX**

Name                    \_\_\_\_\_

Position                \_\_\_\_\_

Signed                  \_\_\_\_\_

Date                     \_\_\_\_\_

**SWIS Provider Chief Executive Officer or Manager**

Organisation    **XXXXXXXXXX**

Position        **XXXXXXXXXX**

Name            **XXXXXXXXXXXX**

Signed           \_\_\_\_\_

Date             \_\_\_\_\_

## Appendix One: Terms of Reference for Social Workers in Schools (SWiS) Governance Group

### Purpose of the SWiS Governance Group

To provide a forum for Social Workers in Schools (SWiS) partners and relevant stakeholders to review SWiS services (including referrals from schools within the group), carry out forward planning, and to set priorities for local SWiS services. The group also facilitates communication and collaboration between members of the cluster, in the interests of vulnerable children and young people.

Governance Groups will bring schools within a community together, to support SWiS service delivery and resource sharing.

### Governance Group Principles

The following principles will guide the SWiS Governance Groups. Members will:

- act honestly and in good faith
- act in accordance with the provisions of the Privacy Act 1993, when dealing with confidential (and personal) information
- communicate openly and in a timely manner
- work in a co-operative and constructive manner
- recognise and respect each other's responsibilities to children/young people and stakeholders
- encourage quality and innovation to achieve positive outcomes for children/young people and their families/whānau who receive the SWiS service
- encourage collaboration between parties.

### Aims of the Governance Group

Governance groups aim to:

- support SWiS services to be delivered in partnership with other community based and statutory services
- build relationships between key SWiS stakeholders to enhance ongoing communication
- consider how SWiS partners and relevant agencies can work together to share knowledge and expertise
- meet the holistic needs of children, young people and their families/whānau
- understand the needs in the school(s) and community through a review of referrals, trends and issues from SWiS referrals, MVCOT referrals, school data and any other relevant information.

### Documents which support Governance Groups

Governance Group members should be familiar with the SWiS Service Specifications and other documents that guide the delivery of SWiS services and documentation of meeting process and outcomes. These include:

- SWiS Service Specifications
- SWiS Toolkit
- Governance Group meeting minutes template

- SWiS Partnering Agreement

## **Governance Group membership**

The Governance Group membership must include:

- Partners to the Agreement in each of the groups represented
- MVCOT Community Investment Advisor
- operational representation from the local site or regional MVCOT office
- Ministry of Education (MoE).

In addition to these members, local collective groups may identify key roles within their community that they consider would provide valuable contributions to the core functions of the group.

### **The Provider**

The SWiS provider organisation will be represented by the manager or the SWiS practice leader, and this person will take responsibility to ensure meetings occur, are run according to the agreed process, and action points from meeting minutes are addressed. The SWiS social worker(s) may attend if agreed by the parties.

If the SWiS provider has any difficulty arranging meetings or identifying the most appropriate person to attend meetings from within local MVCOT sites or Ministry of Education, they should discuss the problem and enlist the support of their MVCOT Community Investment Advisor.

### **Schools**

Schools within the cluster will be represented by the Principal, or a nominated person who is able to represent each school's issues and trends, and contribute to the group on behalf of the school. This representative will be the school's signatory to the Partnering Agreement.

### **Ministry for Vulnerable Children, Oranga Tamariki**

MVCOT will be represented by:

- the contract advisor who has responsibility for monitoring the SWiS contract
- a local MVCOT site manager, operations manager, or senior representative from the local MVCOT site office.

### **Ministry of Education**

Where possible, the Ministry of Education (MoE) will be represented by regional or local office staff member.

### **Other potential members or invited guests**

The Governance Group may invite representatives of other community organisations, to be members, where their contributions are deemed to be integral to the delivery of the SWiS service. The group may decide to invite other stakeholders to meetings from time to time to facilitate information-sharing or joint planning.

### **Membership agreement**

Membership of the Governance Group is for the term of the SWiS contract (typically 2-3 years). A member may be replaced by an equivalent representative from the same organisation by agreement of the other group members.

## Governance Group Meetings

The Governance Group structures should reflect the needs and availability of members, and be agreed as the Partnering Agreement is negotiated. Meetings will be held bi-monthly, and will be organised by the provider, who will be responsible for:

- scheduling meetings, providing adequate time to ensure members are able to attend (*meetings should be scheduled at the beginning of the year, and reconfirmed at the end of each term*)
- providing reminders to members to ensure attendance
- organising a scribe to take meeting minutes, and ensure these are distributed and actioned.

Meetings will be chaired by a member, nominated by the group at the first meeting.

<b>Quarterly meetings</b>	<i>Put dates here for the meetings in the current year</i>
<b>Organisational responsibility: planning, minutes, distribution</b>	<i>SWiS service provider</i>
<b>Purpose of meetings</b>	<i>Review SWiS service delivery (see cluster group meeting minutes template)</i>
<b>Follow-up action</b>	<i>Identify person/group responsible for following up on actions from minutes of each meeting. Distribute meeting minutes to all parties within 10 days of the meeting</i>

All meeting minutes are to be attached to quarterly reports to MVCOT.

## Roles and responsibilities

### The Provider

The SWiS provider will present quarterly reports from each social worker, which may be consolidated into a single report, and will include:

- referral trends
- presenting issues
- SWiS developments and innovative practice.

### Ministry for Vulnerable Children, Oranga Tamariki

The MVCOT Community Investment Advisor will:

- support SWiS providers to set up Governance Group meetings
- provide information/advice on contract detail as required
- provide advice and support to guide service delivery to ensure it aligns with the SWiS Service Specifications
- bring knowledge of other MVCOT funded services available in the community (for potential referrals, support etc.).

Local MVCOT site or operations manager contributions may include:

- report of current MVCOT referral trends
- information around development of local child protection protocols, and liaison processes for SWiS and schools
- links to any relevant MVCOT training opportunities.

#### **Ministry of Education**

- contribute to discussion on trends analysis
- provide a link to MoE-funded services where available.

#### **Chair**

The chair will use the attached Governance Group meeting minutes template to:

- facilitate report presentations (as detailed above) to ensure trends and issues are clearly identified
- facilitate identification of community resources and supports (including MVCOT and MoE funded services) that could be accessed to address identified school community needs
- discuss any other business.

#### **Scribe**

The group will elect a scribe in a manner determined by the group. Meetings will be recorded on the template provided.

#### **Other members**

- contribute specific area of knowledge to inform response to needs
- bring knowledge of available services.

#### **Communication**

The Governance Group will agree and record a process for communication between meetings to:

- report back on action items
- report on progress in service delivery
- address any issues arising between meetings.

#### **Review**


At each meeting the Governance Group will review the effectiveness and outcomes of service delivery for the previous period.

#### **Suggested format to document a governance structure**

Appendix Two contains a suggested format for documenting the roles and responsibilities of members. You are welcome to use an alternative format for this to meet the needs of your Governance Group.



## Appendix Two: Social Workers in Schools (SWiS) Governance Group Meeting Minutes Template

 <p style="font-size: small;">social workers in schools</p>	<b>SOCIAL WORKERS IN SCHOOLS Governance Group Meeting Minutes</b> <b>[Name of Group]</b>
<b>DATE:</b>	
<b>Venue:</b>	
<b>Date/Time:</b>	
<b>Attendees:</b>	
<b>Apologies:</b>	

Item	Description / notes / actions		
<b>1. Welcome and Apologies</b>			
<b>2. Confirm and accept previous meeting minutes.</b>			
<b>3. Review of action points from the previous meeting.</b>			
<b>4. Current referrals</b>			
<b>5. SWiS report(s) tabled – issues, trends, developments noted.</b>			
<small>NOTE: (Report to the Governance Group to be attached to these minutes, if applicable)</small>			
<b>6. SWiS service delivery needs/ issues</b>			
<b>7. Up-coming SWiS training, professional development and annual leave</b>			
<b>8. Other agenda items:</b>			
<b>Item</b>	<b>Action point summary</b>	<b>Person responsible</b>	<b>Date</b>

			<b>required by</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			