



South Bend Community School Corporation
Phone: 574-283-8130 Fax: 574-283-8105

**CONFIDENTIALITY/COMMUNICATION AGREEMENT
FOR NON-SBCSC EMPLOYEES**

Recognizing the need for school based and home based teams to work together effectively, this protocol aims to facilitate communication and partnership between school staff and outside therapists/consultants.

This protocol addresses ways of working together to combine the various unique perspectives, understandings and skills to accomplish goals that might not be achieved independently.

Under this protocol, professionals will share information and agree upon a communication plan to address questions and issues that might arise regarding the progress of a student with special needs.

Since the classroom teacher is generally an active participant in the school based program of a student with special needs, the classroom teacher(s) should be an integral part of the process. The following guidelines are offered to clarify roles and responsibilities and to maximize the benefits to the student.

1. Outside professionals who wish to liaise with school staff and/or observe a student, must contact the respective district support team who will facilitate the scheduling of the pre-observation meeting. The purpose of this initial meeting is to review, and sign this protocol agreement *prior* to non-SBCSC staff involvement.
2. Parents must give written permission for outside professionals to participate in any activities at school, including but not limited to observations, meetings, etc. This protocol agreement records how services will be communicated in accordance with the student's educational goals as outlined in the Individual Education Plan (IEP) including the Behavioral Intervention Plan (BIP).
3. **Non-SBCSC staff visiting classrooms and/or schools in the South Bend Community School Corporation must be respectful of the *confidential* nature of all discussions as well as respectful of privileged, confidential information gained through meetings or general access in the school. SBCSC retains the right to discontinue this partnership at any time.**
4. All verbal and written communication between parents, teachers, district staff and outside personnel is to be shared respectfully at a place and time that is suitable to all involved. Furthermore, other students are *not* to be identified or named in reports, observation notes, or in verbal discussion.
5. **Prior to visiting a classroom, every non-SBCSC employee must have or submit proof of a criminal history background check. Individuals who do not have a recent criminal history check must contact the Human Resources Department for SBCSC and request a limited criminal history check. There is no cost for the limited history check.**

6. The special education teacher is responsible for arranging visits by non-SBCSC professionals. A reasonable number of working days should be allowed to give the teacher time to make suitable arrangements, including specific date(s) and time(s). In every instance, the special education teacher, general education teacher (if applicable) should agree to the observations. The building administrator must be informed, authorize and monitor the visit(s).
7. Visitors must register at the school office and obtain a visitor's pass upon every visit. Visitors must also sign out when they are exiting the building.
8. The goal(s) of the observation must be discussed, clarified and agreed upon prior to the observation. The focus must be solely upon the student's responses to the techniques involved in specific intervention practices and refinement of techniques. *The observation shall not in any way be an evaluation of staff performance.*
9. It is best practice for student observations to include staffings before and immediately after each session. The outside therapist or consultant will be accompanied by the special education teacher during the observation period. The outside therapist or consultant should provide some written notes for the special education teacher to share as soon as possible with the rest of the IEP team.
10. The outside therapists or consultants may demonstrate and model effective intervention strategies to school staff and may undertake periodic reviews with school staff members. However, their own private therapy sessions may not take place on school premises and they may not act in the role of a teaching assistant.
11. Parents and, at the parents' request, outside agencies, may make recommendations relevant to the development of the IEP. The case conference committee will consider these recommendations in the development of the IEP. The case conference committee has sole responsibility for the determination of services included in the IEP.
12. Frequency of classroom/school visits is to be determined by the principal and the teacher in consultation with parents, in accordance with the IEP. Visits must not unduly disrupt the educational programs of the student with special needs or other students in the class or school.
13. The South Bend Community School Corporation reserves the right to discontinue this partnership at any time.



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Date: _____

Student Name: _____ School: _____

DOB: _____ SBCSC ID#: _____ STN: _____

PARTICIPATING (THERAPIST/CONSULTANT/HEALTHCARE) PROVIDER:

Service Provider: _____ Name of Agency: _____

Agency Address: _____

City: _____ Telephone: _____

Professional Qualifications/Area of Expertise: _____

PURPOSE OF AGREEMENT:

- _____
- _____
- _____

FOCUS OF COLLABORATION:

- _____
- _____
- _____
- _____

SPECIFIC ACTIVITY(S) PERFORMED BY OUTSIDE SERVICE PROVIDER:

- _____
- _____
- _____

NATURE AND FREQUENCY OF DOCUMENTATION/COMMUNICATIONS PLAN:

- _____
- _____
- _____

AGREEMENTS:

A. Parent/Guardian Agreements

- I authorize the SBCSC to disclose my child’s education records (and information derived from those education records) to the Outside Therapist/Consultant for the purposes described above.
- I understand that: (1) I have the right not to consent to the release of my child's education records; (2) I have the right to receive a copy of such records upon request; and (3) this consent shall remain in effect until revoked by me, in writing, and delivered to the SBCSC, but that any such revocation shall not affect disclosures previously made by the SBCSC prior to the receipt of any such written revocation.
- I understand that the SBCSC may, within its sole discretion, terminate this partnership at any time for any reason.

B. Outside Therapist/Consultant Agreements

- I understand that I am not an agent or employee of the SBCSC for any purposes whatsoever.
- I authorize the SBCSC to obtain the following information about me: (1) an “expanded criminal history check” as defined IN Ind. Code 20-26.2-1.5(2)); (2) a search of the national sex offender registry maintained by the United States Department of Justice; and (3) a detailed background history including all prior employment and volunteer positions. I understand that if, during the course of my relationship with the SBCSC, I am arrested, charged, or convicted in Indiana or in any other jurisdiction of any of the offenses listed in Ind. Code 20-26-5-11, as may be amended from time to time, I agree to notify the SBCSC no later than two (2) business days after such arrest, charge or conviction.
- I understand that, during the course of performing the services contemplated in this document, I may have occasion to view or access student education records and to

receive information derived from education records or that is otherwise confidential (“confidential information and records”). I understand that information contained within education records is confidential by virtue of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and other laws. I agree to preserve the confidentiality of any and all confidential information and records and I certify that I will not disclose any confidential information or records to any other person or organization. Further, I certify that I will only use the confidential information and records for the purposes for which the information and records have been disclosed as described above. If in doubt about the confidentiality of any record or my ability to legally disclose personally identifiable information to any other individual, I agree to consult with my contact at the SBCSC before disclosing any information. I understand that my obligations in this paragraph remain in effect even after my relationship with the SBCSC terminates.

- I agree not to, without the express written consent of SBCSC, directly or indirectly communicate or divulge, or use for my own benefit or the benefit of any other person, organization, association, or corporation, any of SBCSC's proprietary data or other confidential information, which were communicated to or otherwise learned by me while providing the services contemplated above.
- I understand that the ownership and right of control of any records that I create in the course of performing the services contemplated above shall vest exclusively with the SBCSC. I agree to maintain the confidentiality of any such records in accordance with the SBCSC's obligations under law.
- I understand that any breach of these confidentiality requirements may result in legal action against me.
- I agree to familiarize myself with the SBCSC's policies and administrative guidelines, including but not limited to SBCSC Policy 4213.01 regarding staff/student relations, and I agree to comply with these policies and guidelines despite the fact that I am not an employee of the SBCSC.
- I agree that I will hold harmless the SBCSC, its Board Members, officers, agents, insurers, attorneys, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal injury, property damage or both of whatsoever nature or kind, arising out of or as a result of my negligent or intentional act or failure to act.
- I understand that the SBCSC may, within its sole discretion, terminate this partnership at any time for any reason.

_____ Signature: _____
Parent Printed Name

_____ Signature: _____
Principal Printed Name

_____ Signature: _____
Special Education Teacher Printed Name

_____ Signature: _____
Outside Service Provider Printed Name