**GUIDELINES FOR COLLABORATION WITH ORGANISATIONS AND EXTERNAL ENTERPRISE**

1. **OBJECTIVE**

This document informs all government-funded Special Education (SPED) schools of the Guidelines for Collaboration with Organisations, including Social Service Agencies (SSA)[[1]](#footnote-1) and External Enterprise[[2]](#footnote-2), hereby known as service providers. These collaborations should aim to bring about educational benefits for students with Special Educational Needs (SEN).

Schools are encouraged to use the Guidelines, as outlined from Page 2, when planning on and entering into any form of agreement with service providers to be engaged.

1. **EFFECTIVE DATE**

This set of Guidelines shall take effect from February 2022.

1. **CLARIFICATION**

For clarifications on these Guidelines, please send your queries to Special Education Branch (SEB) at MOE\_seb@moe.gov.sg.

1. **GUIDELINES**

Schools are encouraged to adhere to this set of Guidelines. For ease of use, these Guidelines have been presented in the form of a checklist.

1. **OVERVIEW**

Collaboration with service providers may be established to provide expertise and services not available in schools, to enhance the learning experiences of students. When collaboration is established, SPED schools should:

provide clarity on the roles and responsibilities of the service provider.

make careful assessment of the suitability and reliability of the collaborating service provider and the risk level of the programmes and/or activities.

ensure that authorised school personnel are present to supervise programmes and/or activities at all times.

**4.2 PRE-REQUISITES**

Service provider[[3]](#footnote-3):

has a track record showing competency in conducting the programmes/activities or similar ones;

possesses the necessary qualifications/experience relevant to the programme/activity as evidenced in the Curriculum Vitae of each child-facing member of the service provider’s staff; and

is registered with the relevant professional bodies (e.g. Singapore Tourism Board (STB) for Travel Agents[[4]](#footnote-4), National Registry of Coaches (NRCO)[[5]](#footnote-5) for sports coaches, etc), where applicable.

**4.3 SERVICES, ROLES AND RESONSIBILITIES**

A Letter of Agreement (LOA) or equivalent stating the roles and responsibilities expected of the service provider is issued to the service provider. With the LOA, the service provider agrees to the following:

to provide services in accordance with the LOA which should include the duration and period for which the services are to be provided.

to ensure the provision of quality standards, services and expectations (Annex A) are met.

to use materials that are appropriate and relevant to the attainment of the intended educational objectives and agreed outcomes.

to adhere to the guidelines/policies set out by relevant government authorities in relation to services provided (e.g. compliance to NEA and AVA requirements if service is F&B-related)

that the SPED school shall have the right to terminate the collaboration with the service provider without any liability for damages or compensation should the service provider fail to successfully deliver the services over the agreed upon period as specified in the LOA.

that the service provider will notify the SPED school, in writing, at least two months in advance, should it plan to terminate its partnership with the SPED school.

that if the service provider decides not to charge the school for the services provided, e.g. training of students, any quid pro quo arrangements with the SPED school (e.g. items produced during the training session could be sold to clientele of the service provider) should be set out clearly in writing.

that the needs of the SPED school will supersede/take precedence over the use of facilities by the service provider.

**4.4 INDUCTION OF SERVICE PROVIDERS**

Service provider is inducted and issued with Annex A prior to the commencement of the collaboration to ensure the alignment of philosophy and practices to the SPED school’s goals and expectations.

**4.5 EVALUATION OF SERVICES RENDERED**

There is regular evaluation of services based on evidence obtained through SPED school’s regular monitoring and feedback of observable behaviours and character traits over the course of the agreement. Such evidence is documented to facilitate subsequent assessment.

To ensure the safety of students and assess the quality of the services, an established feedback mechanism is in place where students are taught to provide feedback on the service providers, and teachers are proactive in gathering such feedback on a regular basis.

**4.6 TENANCY AGREEMENT, RENTAL and SUB-CONTRACTING**

SPED school shall not enter into any form of tenancy agreement with the service provider without the support of MOE and approval of SLA.

The service provider shall not sub-contract its provision of agreed services with the SPED school to any other service provider(s).

Should the SPED school accept the offer by the service provider to bear all rental costs and/or costs of maintenance/upgrading/replacement of facilities, these agreed terms and conditions (e.g. any outlay by the external enterprise in maintenance/replacement/upgrading will be considered as a donation to the SPED school) must be reflected in the LOA.

**Annex A**

**EXPECTATIONS[[6]](#footnote-6) OF SERVICE PROVIDERS[[7]](#footnote-7)**

All service providers from organisations and external enterprise shall note and practice the following areas of responsibility and behaviours during **all of their** school engagements. Service providers must exercise care and treat the individual student with dignity and respect.

1. **Conduct**
	1. Service providers **shall not**:
2. Display or distribute materials, or use language that may be offensive.
3. Display inappropriate and undesirable behaviour, be it verbal, physical or otherwise, that can be misunderstood or seen to be unprofessional, discriminatory or harassing.
4. Display intimidating, abusive or threatening behaviour.
5. Assume the identity of any other individual, whether verbally, in writing, or behave in a manner where he or she may be mistaken for another individual (e.g. claiming to be an MOE/SPED teacher on social media).
6. Post content in relation to any school activities on social media networks or platforms without the express written consent of the school.
7. Use language that is profane, vulgar, demeaning or sexually suggestive when interacting with students.
	1. Service providers **shall**:
8. Abide by the laws of Singapore.
9. Display, promote and instil respectable and amicable behaviour.
10. Uphold the values of clean sport and anti-doping, by agreeing to comply with all relevant anti-doping rules in line with the World Anti-Doping Code, and to cooperate with the relevant anti-doping authorities should such a need arise; and to be a positive influence to those under his charge with respect to these values.
11. Conduct themselves in a manner that is proper and appropriate for a professional in their field of instruction.
12. Promote fair and positive interactions, friendliness and promote team spirit between students, taking into account their potentially diverse backgrounds.
13. Dress appropriately and be punctual for all programmes and activities.
	1. Service provider, in caring for students and carrying out their professional responsibilities, are expected to maintain a professional relationship with students at all times, including when building rapport with students. This includes:
14. Maintaining professional provider-student boundaries
15. Service providers shall avoid being alone in an enclosed room or secluded space with a student, where such one-on-one sessions can be easily misunderstood. Service providers are expected to take the necessary precautions to ensure that sessions with students are conducted appropriately, according to the context and the circumstance, e.g. by carrying out the sessions in an open setting, whether in the school compound or any other place where the programme/activity takes place.
16. Service providers should appreciate fully that the responsibility is on them, and not the student, to distance themselves from any potentially inappropriate situations, which might include, but is not limited to taking steps to discourage infatuations or inappropriate advances by a student that can sometimes develop between students and service providers. Service providers need to handle these sensitively and inform the school who will then take the necessary steps.
17. Service providers are not to engage in indecent or offensive actions of a sexual nature or attempt to establish an inappropriate relationship with a student, which might include, but is not limited to:
18. Moving the relationship with students to a personal level, e.g. revealing personal problems to the student; inviting student to social events.
19. Displaying flirtatious behaviour or expressing romantic feelings towards a student.
20. Dating a student.
21. Using sexually suggestive or inappropriate language or displaying sexually explicit or inappropriate material to students.
22. Engaging in harassing behaviour, including sexual harassment.
23. Grooming a student for a sexual relationship or sexual abuse.

1. Having a sexual or romantic relationship with a student.
2. The expectations in this paragraph 1.3 are applicable, regardless of whether:
3. the student is taught by, or under the care of, the relevant service provider;
4. the student is in the same or different school as the relevant service provider;
5. the student has consented to the relationship; or
6. the relationship is condoned by the student’s parents, legal guardians or caregivers.
7. Appropriate physical contact
8. Service providers are expected to make sound professional judgment and choices in deciding what is considered appropriate physical contact. In deciding on the importance and necessity of physical contact as the basis for thoughtful interactions with students, service providers should recognise that provider-student physical contact is dependent on the circumstances, context, age, gender and maturity of the student.

For instance, for Sports, Dance and Drama CCAs, physical contact should be made only when it is deemed necessary and appropriate to a service provider’s role and responsibilities.

1. Examples of occasions where physical contact is appropriate or necessary are:
2. rendering first aid to a student;
3. preventing injury (e.g. necessary physical holding in the event of aggression during meltdown, falling or overarching the back in Dance and Drama CCA);
4. carrying or moving a student away from a dangerous situation;
5. when there is clearly unavoidable contact required in the coaching of Sports, Dance, Drama or Music for the sole purpose of demonstrating, assisting in, developing, correcting or refining movements, skills, techniques or posture (e.g. when demonstrating or guiding movement pattern for learning of new technique and skills, such as swimming stroke); and
6. meeting the requirements of a sport.
7. Where physical contact is appropriate or necessary, service providers shall ensure that:
8. the need for physical contact be minimised;
9. the rationale for and description of physical contact to meet the requirements of any sport shall be made clear and transparent to the student(s) and teacher-in-charge at the beginning of the programme (e.g. placing contact on shoulder/arms for swimming and bowling);
10. physical contact must be in the presence of others, including the teacher-in-charge;
11. students/teacher-in-charge must give consent when physical contact is necessary for the development of a skill;
12. teacher-in-charge has to voice concerns if he/she feels that the physical contact may make students feel uncomfortable, distressed, embarrassed or threatened, and in such case(s), the physical contact shall be withdrawn immediately;
13. there is no touching of the genitals or chest areas, and body parts in close proximity to those areas.

iv. Service providers shall not have any physical contact with a student where such contact:

1. may be seen as a form of physical punishment;
2. is inappropriate and unjustified;
3. has, or may be seen or misunderstood as having, romantic or sexual undertones;
4. may cause discomfort to the student, his or her parents or guardian or witnesses (e.g. any sort of hugging regardless of the circumstance).
5. Out-of-school and after-school activities
	* 1. Service providers shall not initiate or accept invitations to out-of-school or after-school social outings with students.
		2. Service providers shall not visit a student’s home, unless absolutely necessary and accompanied by a teacher of the school. In such instances, the school principal must give prior approval for the visit.
6. Communications[[8]](#footnote-8) with students
7. Service providers shall make sound professional judgment to ensure that communication with students is kept within professional parameters.
8. Service providers shall ensure that the content of conversations or communication with students, especially in one-on-one interactions:

* 1. are not of a personal nature to the service providers or to the student, especially when the content can be misunderstood to have crossed the boundary of relationships with students (e.g. using internet platforms like chat rooms, online forums, including the use of false personas that can mislead the student);
	2. are not inappropriate in content (e.g. about violence or pornography); and
	3. do not take a position that supports or advances a particular religious, racial, political, sexual or sexist view or inclination that is in conflict with established norms of Singapore society.

1. Service providers shall ensure that their demeanour, language and attitude when communicating with students:
2. is not profane, vulgar or demeaning; and
3. does not amount to harassment including sexual harassment (e.g. commenting on students’ bodies in an inappropriate manner, talking about student’s sexuality, teasing about gender stereotypes/orientation).
4. Service providers shall not post content on social media that:
5. names any student, or causes any student or students to be identified;
6. includes a picture or a photograph of any student or students;
7. amounts to a rant or tirade against any student or students;
8. tags a student or students and makes an offensive remark;
9. describes a student or students in a profane, vulgar or demeaning manner.
	1. Service providers shall respect the cultural, ethnic and religious differences of the students they interact with, and shall, when organising learning and interactions with students, take into account their diversity. In this regard, service providers shall:
		* + 1. observe procedural fairness and objectivity in making decisions concerning the students; and
				2. refrain from conduct and practices that may call into question the impartiality of his or her actions or words, such as proselytising (i.e. advocating a political, culturally-biased or religious agenda).
	2. In the management and discipline of students, service providers shall recognise, respect and uphold the dignity and worth of each student. Service providers shall manage students in a just and considerate manner, and act in their best interests at all times. In this regard, service providers shall:

1. familiarise themselves with and comply with school policies relating to the management and discipline of students (including the use of corporal punishment);
2. exercise authority and apply discipline, in the presence of teacher-in-charge, impartially, appropriately and with care;
3. be firmly aware of the impact of inappropriate and unreasonable acts directed at students, e.g. sustained criticism, ridicule or teasing, persistent hostility, verbal abuse, rejection or the imposition of social isolation with the intention to belittle, or discredit the student;
4. respond to signs that threaten a student’s well-being and welfare, e.g. bullying, or harm done to or by students.
	* 1. If aggressive behaviour is displayed by students and directed at a service provider, a service provider’s colleague, or a member of the school staff, service providers should assess the situation and determine if it is of serious safety concern. If so, assistance should be sought immediately.
	1. Service providers shall not reciprocate the aggressive behaviour whether in word or action, unless circumstances require a service provider to apply physical force to:
5. defend himself or herself due to personal safety concerns;
6. intervene in order to protect anyone, e.g. another Instructor, student or member of the school staff from potential harm; or
7. exercise reasonable physical holding to prevent the student from injuring himself/herself.
	1. If reciprocal force is necessary to hold a student or students, service providers shall only use such force as is:
8. proportionate to the threat; and
9. no greater than is reasonably necessary; for such time as is required to stop the aggressive behaviour.
	1. Service providers are expected to maintain a professional relationship with parents and stakeholders at all times. Service providers shall not:
10. request for additional funds from parents;
11. write to parents to promote any specific cause or belief; or
12. make any request for business from students under his or her charge, or from their parents for the provision of services similar or identical to the service providers’ current services in the school. To avoid conflicts of interest, service providers shall also manage the treatment of students under their charge in a fair and unbiased manner, including, but not limited to, the selection of students to represent the school at competitions or other activities.
	1. Service providers shall handle students’ personal information in a sensitive and thoughtful manner, especially where such personal information concerns the student’s health or family problems. As a steward of students’ confidential information, service providers shall ensure that confidential information and data (e.g. personal particulars of students for registration for a contest) collected from students are for official purposes and should not be disclosed in any form or in any place. Confidential information of students refers to information and data about the student’s personal identification, family details, health or personal records obtained in the course of professional work.
13. **Taking necessary safety precautions and measures**
	1. Service providers shall ensure that the physical and emotional safety and security of students are always a priority. To this end, the service providers shall:

* 1. Abide by the school’s guidelines and safety standards (as advised by teacher-in-charge of CCA or school-based programme).
	2. Ensure that adequate safety measures are actively put in place during activities conducted by the service provider.
	3. Service providers shall not expose students to any potentially dangerous situations.
	4. Service providers shall assist the teacher-in-charge in the conduct of standard safety briefings for students and include safety briefings that are specific to the CCA or programme they are in charge of.
	5. Service providers shall assist the teacher-in-charge in the use of the Risk Assessment and Management System (RAMS) to ensure safety measures are in place when organising activities.
	6. Service providers shall advise the school on specific safety measures pertaining to his or her field of instruction that are necessary over and above the general measures taken by the school.
1. **Miscellaneous**
	1. Service providers shall not collect money from students for any purpose, unless authorised to do so by the school. Where such collection of monies is authorised by the school, service providers shall keep proper accounts of the same.
	2. Service providers shall not involve students in activities other than school activities without school’s approval.
	3. Service providers shall not make any commitments for the school on the school’s behalf.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of company representative or service provider, if service provider is a sole-proprietor), acknowledge receipt of these expectations of service providers and undertake to \*adhere to them / ensure that all service providers deployed under the Letter of Agreement are aware of and adhere to them.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Date:

\*Delete as applicable

1. Refers to all Social Service Agencies including the parent SSA. [↑](#footnote-ref-1)
2. External enterprise refers to an organisation, a company, or a business. [↑](#footnote-ref-2)
3. The list of suppliers who are debarred from GeBiz is available at GeBiz (Intranet) at https://ngg.intranet.gebiz.gov.sg/index.html [↑](#footnote-ref-3)
4. Companies or persons in the business of making travel arrangements or conducting tours in or outside of Singapore are required to apply for a Travel Agent License with STB. [↑](#footnote-ref-4)
5. The NROC was created in 2003 to raise the standard and professionalism of sports coaching in Singapore. List of registered coaches is available at https:///www.myactivesg.com/Sports/Find-a-Coach [↑](#footnote-ref-5)
6. This list is not exhaustive. [↑](#footnote-ref-6)
7. Adapted from “Expectations of Instructors” found on http://intranet.moe.gov.sg/sdcd/ccao/Pages/PA1417.aspx [↑](#footnote-ref-7)
8. Communication refers to face-to-face interactions, electronic means of communication, online communication and the use of social media. [↑](#footnote-ref-8)