

# **VOLUNTEER SCREENING POLICY**

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## 1 Screening Guidelines

1. The Volunteer Bureau recognizes that all agencies which provide services to children and vulnerable adults are required to develop and implement a sound screening policy.
2. The Volunteer Bureau recognizes police checks are not fool proof and should therefore not be the only element of a screening policy and procedure to protect clients such as children and vulnerable adults.
3. The Volunteer Bureau shall maintain a screening policy for volunteers in cooperation with the local police.
4. The Volunteer Bureau shall not be responsible for costs related to the conducting of police checks by the police for other agencies.
5. Any crime or offence that may lead the Bureau to suspect that future conduct or judgment of a volunteer could place a client (child or vulnerable adult) at risk physically, morally or financially shall be sufficient to determine such placement will not be recommended.
6. Considering the legal aspects of possessing information of a private nature, the Bureau shall keep such information in a locked file accessible to staff only, in accordance with the privacy policy of the Volunteer Bureau of Leeds and Grenville.
7. Private information in this locked Bureau file shall be kept only as long as the volunteer remains on the active roll after which the information will be destroyed by shredding, in accordance with the privacy policy of the Volunteer Bureau of Leeds and Grenville.
8. The Volunteer Bureau shall provide training in screening procedures and policies.
9. The Volunteer Bureau shall engage any and all appropriate police agencies to set out terms and conditions for the disclosure of information by the police to the agency.
10. To screen a volunteer, the Volunteer Bureau shall submit, in accordance with police departments, the proper documentation including:
  - a. Consent to Disclosure of Personal Information; and
  - b. Photocopy of photo identification.
11. The Volunteer Bureau may also deem it necessary to submit, in accordance with police departments, the proper documentation including:
  - a. A cover letter; and
  - b. Consent for a Criminal Record Check for a Sexual Offence for which a Pardon has been Granted or Issued.
12. The Volunteer Bureau works in accordance with any and all police agencies within Leeds and Grenville, including:
  - a. Ontario Provincial Police – Leeds County OPP Detachment;
  - b. Brockville Police Services; and
  - c. Town of Gananoque Police.

## 2 Memorandum of Understanding

This Memorandum of Understanding, made in duplicate this date: \_\_\_\_\_

### BETWEEN:

\_\_\_\_\_ (herein after called the “Police”)

- and -

The Volunteer Bureau of Leeds and Grenville (hereafter called the “Bureau”)

### A. Authority for disclosure of information

Disclosure of information under this Memorandum of Understanding (the “Memorandum”) is authorized pursuant to the Municipal Freedom of Information and Protection of Privacy Act, is subject to the provisions of that statute or any other legislation that governs the dissemination or disclosure of information in the custody or control of the police.

### B. Purpose

The purpose of this Memorandum is to set out terms and conditions for the disclosure of information by the police to the Volunteer Bureau. Any disclosure of information pursuant to the Memorandum shall be only for the following purposes:

- (a) The selection and referral of volunteers for volunteer activities in local agencies;
- (b) The selection and use of volunteers in Volunteer Bureau activities; or
- (c) The selection and use of volunteers providing services to children and vulnerable adults.

This information is deemed necessary where past behavior of the volunteer applicant would lead one to believe there is an imminent risk to the safety and security of clients the volunteer applicant will be serving.

### C. Procedures for request by the Volunteer Bureau

A request by the Volunteer Bureau for disclosure of information shall be made in accordance with the following procedure:

- (a) A request will be made in writing by the Volunteer Bureau to the Chief of Police (or other designated person) and set out the reasons for the request and explain how the disclosure of information is relevant for the purpose(s) set out in section B of this Memorandum.
- (b) The Chief of Police (or other designated person) will supply in writing the requested information to the Bureau on a form provided by the Bureau and approved by the police, or on police letterhead paper.

### D. Roles and responsibilities

The Volunteer Bureau will:

- (a) Have or obtain an understanding of the implications of the **Ontario Human Rights Code** as it applies to hiring / approving volunteers. It shall have a clear view of what information might constitute a 'bona fide' reason for refusing to hire an applicant or volunteer;
- (b) Provide, on its application form, or with the application, a statement that the individual must agree to participate in a screening process;
- (c) Guarantee the information will only be used for the purpose provided and will not be disseminated to any other person or agency;
- (d) Understand the police are providing the information as a service to the Bureau and are in no way commenting on the suitability of the person for the position being sought; and
- (e) Understanding the police is providing information based upon personal descriptions provided and cannot guarantee the screening process provides all details concerning the individual.

The police will provide:

Nationally Available Information:

- (a) Criminal record – adult;
- (b) Criminal record – young person (if permitted under the Young Offenders Act);
- (c) Records of “not guilty by reason of mental competence”; and/or
- (d) Pending charges under federal statutes;

Regionally, OMPPAC User, or Locally Available Data:

- (e) Pending charges under the Child and Family Services Act;
- (f) Record(s) of convictions for offenses under the Child and Family Services Act;
- (g) Record(s) of Civil Findings with respect to Abuse of Children. (note – this data may not exist in all police files);
- (h) Provide information to the Bureau as per this signed agreement; and
- (i) Ensure the person is the subject of the information.

### E. Use and control of information by the Volunteer Bureau

In consideration for the disclosure of the information by the police, if the Bureau retains information, the Bureau agrees to the following conditions for the use and control of such information:

- (a) Any dissemination or disclosure of the information shall be only for the person(s) of this Memorandum;
- (b) The information supplied will not be altered in any manner;
- (c) The information shall be destroyed (shredded/mulched) after use or maintained in such a manner to prevent unauthorized access; and
- (d) There shall be no dissemination or disclosure of the information to any other agency, body or organization.

**F. Termination for breach of Memorandum**

The police may terminate this memorandum at any time in the event of a breach of security for the improper storage, dissemination or use of the information or a failure to comply with any of the provisions of this Memorandum. The question of whether a breach has occurred is exclusively within the discretion of the chief of Police, whose determination is final.

**G. Amendment to Memorandum**

This agreement may be amended at any time by the mutual consent of the parties through an exchange of letters between the parties to this Memorandum.

**H. Term**

This Memorandum shall come into force on the date of its final execution and shall remain in effect until terminated by either party.

**I. Notice**

Any correspondence, request, notice, or report to be given or made pursuant to this Memorandum shall be made in writing and addressed to each party as follows:

- (a) In the case of the police:
  
  
- (b) In the case of the Volunteer Bureau:  
  
c/o Executive Director

**J. Waiver**

No action or failure to act by the police shall constitute a waiver of any right afforded to the police under this Memorandum nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**K. Indemnity**

The Volunteer Bureau shall indemnify the Police from all claims, losses, damages, demands, and expenses arising directly or indirectly out of the provisions or use of information pursuant to this Memorandum provided the claim, loss, damage, demand or expense was not caused by the willful misconduct, fault or negligent act or omission of the Police.

The provisions of this section shall survive the termination of the Memorandum for any reason whatsoever.

**SECTION V**

The undersigned, on behalf of the Volunteer Bureau of Leeds and Grenville hereby acknowledges and accepts the aforementioned conditions set by the \_\_\_\_\_ Police in this Memorandum of Understanding.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Volunteer Bureau of Leeds and Grenville

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(name of Police)

WITNESS: \_\_\_\_\_