**THIS CONTRACT is -**

**BETWEEN:** School Council of **[Insert name of School]** ABN **[Insert ABN]**, of **[Insert Address]** (“**the School Council**”)

**AND: [Insert name of Contractor]** ABN **[Insert ABN]** of **[Insert address]** ("**the Contractor**")

**RECITALS**

A. The School Council wishes to engage the Contractor to provide the Services.

B. The Contractor has agreed to provide the Services on the terms and conditions of this Contract.

**THE PARTIES AGREE AS FOLLOWS:-**

1. **INTERPRETATION**
   1. In this Contract unless inconsistent with the context or subject matter-

**Act** means the *Education and Training Reform Act 2006* (Vic).

**AQTF** means Australian Quality Training Framework.

**Additional Student** means a student who is not listed in Schedule 1 of this Contract but who in accordance with clause 2.2 participates or enrols in the Program during the Term.

**Applicable Entity** has the meaning given to it under section 3 of the *Child Wellbeing and Safety Act 2005* (Vic).

**Associates** means, in respect of a party, any officer, employee, agent, contractor, subcontractor, consultant, advisor, invitee, licensee or servant of that party to the extent that such person or entity is performing an act or a function directly related to this Contract.

**Background Intellectual Property** means Intellectual Property Rights in all curriculum materials, learning resources and assessment materials used in the provision of the Services existing at the Commencement Date or developed independently of this Contract.

**Business Day** means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne.

**Child-connected work** has the meaning given to it in section 4 of the Ministerial Order.

**Child Safety Laws** means any Laws that in any way relate to child safety, including the *Child Safety and Wellbeing Act 2005* (Vic).

**Code of Practice** means any code of practice as referred to in section 17 of the PDP Act.

**Commencement Date** means the date in [Schedule 2](#sch2).

**Completion Date** means the date in [Schedule 2](#sch2).

**Contract** means this contract, including the Schedules, the Appendix and any annexed documents.

**Contract Materials** means any materials which the Contractor creates (whether alone or jointly with any other person) in performing the Services or delivering the Program under this Contract.

**Department** means the Department of Education and Training of the State of Victoria, and its successors.

**Government Agency** means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity or authority and includes a Minister of the Crown or the Commonwealth of Australia and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

**GST** means any tax imposed under any GST Law and includes GST within the meaning of the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) as amended.

**GST Law** means the GST Law as defined in the GST Act and includes any Act of the Parliament of Australia that imposes or deals with GST.

**GST Related Tax Reform** includes any changes, reductions or abolition of any State, Territory or Commonwealth taxes, excise, fees or imposts including, but not limited to, financial transactions tax, wholesale sales tax, stamp duty, debits tax, associated with the introduction of the GST Law.

**HR Act** meansthe *Health Records Act 2001* (Vic).

**HPPs** means the health privacy principles set out in the HR Act.

**Home School** means the school in which a Student is enrolled.

**Information Privacy Principles** means the information privacy principles set out in the PDP Act.

**Insolvency Event** means, in relation to the Contractor, any of the following:

* + 1. anything that reasonably indicates that there is a significant risk that the Contractor is or will become unable to pay debts as they fall due, including:
       1. execution or distress being levied against any income or assets of the Contractor;
       2. a meeting of the Contractor’s creditors being called or held;
       3. a security becoming enforceable or being enforced in relation to any of the Contractor’s assets or undertakings;
       4. a step being taken to make the Contractor bankrupt or to wind the Contractor up;
       5. the appointment to the Contractor of a controller or administrator as defined in section 9 of the *Corporations Act 2001* (Cth);
       6. the Contractor entering into any type of agreement, composition or arrangement with, or assignment for the benefit of, all or any class of its creditors; or
       7. the Contractor being made subject to a deed of company arrangement;
    2. a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the Contractor or any of its assets; or
    3. the Contractor ceasing, or indicating that it is about to cease, carrying on business.

**Intellectual Property Rights** means all intellectual property rights at any time recognised by law, including all present and future copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets and know how, registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Laws** means:

* + 1. principles of law or equity established by decisions of courts within the Commonwealth of Australia;
    2. statutes, regulations, by-laws, ordinances, orders, awards, proclamations and local laws of the Commonwealth, State of Victoria, any local government or a Government Agency, including but not limited to the *Education and Care Services National Law Act 2010* (Vic) and the *Children's Services Act 1996* (Vic);
    3. the Constitution of the Commonwealth;
    4. binding requirements and mandatory approvals (including conditions) of the Commonwealth, the State of Victoria or a Government Agency which have the force of law; and
    5. guidelines of the Commonwealth, the State of Victoria or a Government Agency which have the force of law.

**Managed Individual Pathways** means the ‘Managed Individual Pathways’ initiative which aims to ensure that students aged 15 years and over and Koorie students in Years 8 and 9 enrolled in government schools are provided with an individual career action plan and associated support to successfully transition from their compulsory years of education, to further education, training or full-time employment. Additional support is provided to students at risk of disengaging or not making a successful transition to further education, training or secure employment.

**Ministerial Order** means Ministerial Order 870 entitled "Child Safe Standards - Managing the risk of child abuse in schools" (as amended from time to time).

**Notice** means a notice, consent, approval or other communication given under this Contract.

**Parent** means a parent or legal guardian of a Student.

**Party** or **Parties** means severally the parties to this Contract.

**PDP Act** means the *Privacy and Data Protection Act 2014* (Vic).

**Person** and words importing persons includes bodies corporate.

**Personal Information** has the meaning given to that term in the PDP Act and also includes, for the purposes of this Contract, health information, as that term is defined in the HR Act.

**Program** means the education and re-engagement program approved by the School Council and delivered by the Contractor on behalf of the School to the Students through the provision of the Services.

**Reportable Allegation** means allegation of reportable conduct where a person has a reasonable belief that there has been:

* + 1. a sexual offence, sexual misconduct or physical violence committed against, with or in the presence of a child;
    2. behaviour causing significant emotional or psychological harm to a child; or
    3. significant neglect of a child, or misconduct involving any of the above.

**Reportable Conduct Scheme** means the scheme maintained by the Department (as may be amended from time to time) in relation to Reportable Allegations.

**Responsibility Matrix** means theResponsibility Matrix set out in Appendix A, as updated as agreed by the Parties in writing from time to time.

**Schedule** means a Schedule to this Contract.

**School** means a Government school as defined in section 1.1.3 of theAct.

**School Council Child Safety Policies** means any relevant School Council policies, codes, guidelines or associated documents that in any way relate to child safety, including any policies, codes, guidelines or associated documents that the School produces for the purpose of meeting its minimum child safety standards pursuant to section 5 of the Ministerial Order.

**School Council’s Representative** is the person for the time being holding the position in clause 28 under the heading “To the School Council”;

**School Staff** has the meaning given to it in section 4 of the Ministerial Order.

**Senior Secondary Qualification** means, for the purpose of this Contract, the VCAL or the VCE.

**Service Fee** means the total amount set out in [Schedule 2](#sch2).

**Services** means educational and other services delivered by the Contractor as part of the Program.

**Services Commencement Date** means the first day of the school term due to commence after the Commencement Date.

**Specified Personnel** mean the specified personnel in [Schedule 2.](#sch2)

**SRP** means the Student Resource Package funding model for Victorian Government Schools, as outlined in the *Guide to the Student Resource Package* published by the Department each year.

**Standard Curriculum Program** includes core learning and teaching activities associated with the Victorian Essential Learning Standards and senior secondary certificates (VCE and VCAL, including VET programs).

**State** means the Crown in right of the State of Victoria.

**Student** means a student named in Schedule 1 and any Additional Student.

**Student** **Results** means the outcome of assessments related to the performance or level of competence of students enrolled in a Program.

**Tax Invoice** has the same meaning as in the GST Act properly rendered by the Contractor to the School Council in accordance with this Contract.

**Term** means the period commencing on the Commencement Date and ending on the Completion Date.

**VASS** means the Victorian Assessment Software System.

**VCAA** means the Victorian Curriculum Assessment Authority.

**VCAA Authorisation** means to be authorised by the VCAA to deliver a Senior Secondary Qualification.

**VCAL** means the Victorian Certificate of Applied Learning.

**VCE** means the Victorian Certificate of Education.

**VIT** means the Victorian Institute of Teaching.

**VRQA** means the Victorian Registration and Qualifications Authority.

**Working with Children Check** means the process under Part 2 of the *Working with Children Act 2005* (Vic) for assessing or re-assessing whether a person is suitable to work in child-related work.

* 1. A reference to an Act or any section of an Act is a reference to the Act or section as amended from time to time.
  2. Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
  3. Each Party includes the successor or successors of that Party.
  4. Words denoting the singular include the plural and vice versa.
  5. Words denoting any gender include all genders.
  6. Any marginal notes or headings are included for convenience and do not affect the interpretation of this Contract.
  7. References to clauses are references to clauses of this Contract.
  8. The Schedules, Appendix and other documents (if any) annexed to this Contract form part of this Contract.
  9. In the event of any discrepancy or inconsistency between this Contract, its Schedules, Appendices or other documents (if any) annexed to this Contract or any of them the following order of precedence shall apply to resolve the same:
     1. the terms and conditions of this Contract;
     2. the Schedules;
     3. the Appendices; and
     4. any annexed documents.

1. **SERVICES TO BE PERFORMED** 
   1. Subject to clause 3, the Contractor must provide and deliver the Services in accordance with this Contract, to the School Council, for the Term.
   2. The School Council may request that the Contractor deliver Services to Additional Students during the Term by giving the Contractor a contract variation notice (“Notice”) in substantially the same terms as set out in Schedule 3.
   3. The Contractor must notify the School Council, within seven days of the date of receipt of the Notice, of its decision to either reject or accept the variation of this Contract in accordance with clause 2.2. If the Contractor does not notify the School Council within seven days of receipt of the Notice it is deemed to have accepted the variation as set out in the Notice.
   4. The Contractor must not deliver Services to any student unless the Contractor has obtained the prior approval of the School Council for that student to participate or enrol in the Program.
2. **OBLIGATIONS OF CONTRACTOR**
   1. The Contractor must:
      1. at all times comply with:
         1. the Act; and
         2. any legislation or legal requirement that applies to the Contractor in relation to provision of the Services;
      2. provide the Services in a timely manner and in accordance with the terms of this Contract (including by undertaking all tasks and complying with all requirements set out in the Responsibility Matrix that are designated as the responsibility of the Contractor);
      3. be responsible for the care and supervision of the Students and take all reasonable precautions to protect and keep safe the Students whilst they are in receipt of the Services which includes, but is not limited to, providing such care and supervision and taking such reasonable precautions:
         1. whilst Services are being provided at the premises of a School;
         2. whilst Services are being provided at any premises outside of a School; and
         3. during any travel by the Students organised by the Contractor, including but not limited to travel as part of an excursion, travel between the School and premises of the Contractor, and travel between premises of the Contractor;
      4. perform the Services with all due care, skill and otherwise in accordance with all applicable professional standards, principles and practices;
      5. without limiting its obligations under clause 23, proactively identify and monitor, and take all reasonable steps to prevent or mitigate, any potential risks to the safety or wellbeing of Students participating in the Program;
      6. follow all reasonable instructions of the School Council’s Representative in respect of the performance by the Contractor of its obligations under this Contract;
      7. cooperate with and act in good faith towards the School Council;
      8. comply with all Laws in performing this Contract;
      9. use any facilities provided by the School Council or a School solely for the purposes of this Contract and in accordance with the directions of the School Council’s Representative;
      10. permit the School Council, its employees, agents or representatives access to any premises where the Services are being provided and to have contact with a Student of the School at any reasonable time during the Term; and
      11. provide to the School Council (by completing the Service Fee table in schedule 2) with details of other sources and amounts of government funding the Contractor has received or reasonably expects to receive during the Term in relation to the delivery of Services to Students (in addition to the Service Fee paid by the School Council to the Contractor under this Contract).
   2. The Contractor must:
      1. monitor and record the attendances of the Students in receipt of the Services;
      2. provide the School Council and Parents with Student Results that comply with the Assessment and Reporting of Student Performance Requirements specified in Appendix A by the due date(s) as notified by the School Council to the Contractor;
      3. report to the School Council’s Representative immediately upon becoming aware of any:
         1. non-attendance by a Student;
         2. complaint by any Student or their guardian in relation to their participation in the Program; or
         3. danger to any Student in connection with the Student’s participation in the Program;
      4. provide information and documentation in the Contractor’s custody or control arising from or relevant to the Services and/or this Contract as may be reasonably requested by the School Council's Representative;
      5. report to the School Council’s Representative on all matters and at such times, and in such manner, as may be reasonably requested by the School Council’s Representative, including but not limited to:
         1. the performance of any Student participating in the Program;
         2. the satisfaction of any Student with the Program or any Services delivered to that Student as part of the Program; and
         3. use of any Student's Personal Information by the Contractor or any third party in connection with the Program;
      6. if a danger to any Student has been identified, implement or assist in implementing (as the case requires) any arrangements considered necessary by the School Council to remove or alleviate that danger, or remove the Student(s) from that danger;
      7. record and monitor the Contractor’s compliance with the Responsibility Matrix in such form as may be reasonably requested by the School Council’s Representative; and
      8. provide a copy to the School Council, within 5 Business Days of completion of a school term (or earlier if requested in writing by the School Council), of any material that demonstrates compliance by the Contractor of its obligations under paragraph (g).
   3. The Contractor warrants that:
      1. all persons engaged to deliver the Services are qualified and experienced for the role they perform;
      2. all persons responsible for or involved in the provision of the Services pursuant to this Contract and required by the *Working with Children Act 2005* (Vic) to undertake a Working with Children Check, have undertaken a Working With Children Check; and
      3. the Contractor complies with its obligations under clauses 3.4(a) and (b) in respect of such replacement persons proposed by the Contractor pursuant to clause 11 of this Contract.
   4. The Contractor must:
      1. obtain the consent of each of the Specified Personnel to deliver a copy of the relevant Working With Children Check to the School Council’s Representative; and
      2. provide a copy of the relevant Working With Children Check of the Contractor and all of the Specified Personnel to the School Council’s Representative.
3. **DAMAGE TO PROPERTY**

If the Contractor, its employees or sub-contractors damage any property or premises of the School Council, or the State of Victoria then the Contractor must promptly make good the damage and pay any compensation required by law.

1. **CONFIDENTIALITY**
   1. Subject to clause 5.2 other than for the purpose of performing its obligations under this Contract:
      1. the Parties must treat as confidential all information which comes into its possession pursuant to or as a result of or in the performance of this Contract; and
      2. a Party must not, without the written permission of the other Party, disclose such information to a third party.
   2. The School Council or the Department may:
      1. publish all such information as is necessary to comply with government policy including the Victorian Government’s Contracts Publishing System;
      2. make available to the Victorian Auditor-General all information that is requested by the Auditor-General; and
      3. make available all information in relation to the Contractor or this Contract as may be required to comply with obligations under the *Freedom of Information Act* 1982 (Vic).
2. **PAYMENTS and PAYMENT TERMS**
   1. Subject to clauses 6.2, 6.3, and 6.4, the School Council must pay the Contractor the Service Fee in accordance with the Payment Terms contained in Schedule 2.
   2. The School Council is not obliged to pay any amount due under this Contract unless the Contractor has:
      1. complied with each of its obligations under this Contract;
      2. issued the School Council a valid tax invoice; and
      3. provided the School Council with Student Results in accordance with clause 3.2(b).
   3. If, during the Term, the School Council requires the Contractor to provide the Services in respect of Additional Students in accordance with clause 2.2, and if that requirement results in an increase to the total number of Students listed in Schedule 1, the Service Fee will be varied by an amount calculated using the Service Fee table specified in Schedule 2.
   4. Withdrawal of a Student from a Program, during the Term, will not result in a variation of the Service Fee.
   5. Subject to clause 6.6, the Service Fee is inclusive of all costs and expenses of the Contractor whether foreseen or unforeseen, including without limitation, insurance, duties, imposts and taxes which must be paid by the Contractor.
   6. If GST is payable by the Contractor on the Services invoiced to the School Council under this Contract, the GST payable must be paid by the School Council to the Contractor.
   7. This clause 6 does not limit the School Council's rights to withhold other payments due to the Contractor under this Contract or the School Council’s other rights in respect of a breach of this Contract. The Contractor acknowledges that failure to provide Student Results by the due date is a breach of this Contract and will cause substantial loss and damage to the School Council.
3. **PARENT PAYMENTS**
   1. The Contractor must not request any payments from Parents for or in relation to the provision of a Program or Service except as permitted by the Department’s Policy titled ‘Parent Payments in Victorian Government Schools’ (‘the Parent Payment Policy’).
   2. Any request by the Contractor to Parents for payment ("Request for Payment") must comply with:
      1. the Parent Payments Policy; and
      2. the School Council’s policy on parent payments.
   3. Prior to making a Request for Payment, the Contractor must obtain the prior approval of the School Council with respect to the amount of the payment and the form of the Request for Payment.
   4. For the avoidance of doubt, the Contractor acknowledges that no fees may be charged to parents for the provision of learning and teaching, instructional supports, materials and resources, administration and facilities associated with the provision of a Standard Curriculum Program.
4. **ASSIGNMENT AND SUB CONTRACTING**
   1. The Contractor shall not assign this Contract in whole or in part or sub contract the performance of any part of the Contract without the prior written consent of the School Council which shall be under no obligation to grant any such consent.
   2. Despite any consent by the School Council under this clause 8 and the engagement by the Contractor of another provider to provide Services:
      1. the Contractor shall continue to be liable for the due performance of all its obligations under this Contract; and
      2. the Contractor shall be responsible for ensuring the performance by another provider meets the standards and obligations owed to the School Council and Students under this Contract.
5. **INTELLECTUAL PROPERTY AND OWNERSHIP OF WORK**
   1. This clause 9 does not affect the ownership of the Background Intellectual Property which a party makes available in connection with this Contract.
   2. The Contractor warrants that it is entitled to use any Intellectual Property Rights (other than the School Council's Background Intellectual Property) used by it in the provision of the Services.
   3. Ownership of the Contract Materials will vest in the School Council, and the Contractor assigns to the School Council all Intellectual Property Rights in the Contract Materials (where in existence now or created in the future) with effect from the date of their creation.
   4. The School Council grants the Contractor a non-exclusive, non-transferable, royalty-free licence to use:
      1. the School Council’s Background Intellectual Property; and
      2. the Contract Materials,

for the sole purpose of performing, and only to the extent required to perform, the Services and deliver the Program, and to comply with its obligations under this Contract for the Term.

1. **CONTRACTOR’S CAPACITY**

Nothing in this Contract constitutes the Contractor as an employee, servant or agent of the School Council nor is the Contractor authorised to incur nor shall the Contractor incur any debt or obligation on behalf of the School Council without the prior written consent of the School Council.

1. **SPECIFIED PERSONNEL**
   1. The Contractor must appoint the Specified Personnel as having responsibility for the Services.
   2. The Contractor must not substitute other personnel for the Specified Personnel without the School Council's written consent. The Contractor may only seek the School Council's written consent after the Contractor has complied with clause 3.4 of this Contract in relation to substitute Specified Personnel proposed by the Contractor.
   3. Wherever any of the Specified Personnel are unable to perform any of the Services, the Contractor shall immediately notify the School Council and arrange for replacement of that person with a person satisfactory to the School Council.
   4. The School Council may at any time by notice in writing to the Contractor require that the Contractor cease to permit any of the Specified Persons to be engaged in carrying out the Services and in such event the Contractor shall as soon as is practicable cease to provide the service of such person or persons and shall provide the services of such replacement or substitute persons as may be acceptable to the School Council.
   5. Where no Specified Personnel are detailed in Item 5 of Schedule 2, this clause 11 shall not apply to this Contract.
2. **INDEMNITIES AND INSURANCE**

**Indemnity**

* 1. The Contractor hereby indemnifies the School Council, its employees, servants and agents, and the State of Victoria and its employees employed in the Department, against all loss, damage, claims, actions, liability or expenses (including legal costs) suffered as a direct or indirect result of:
     1. a breach of this Contract by the Contractor, including any failure to provide the Services in accordance with this Contract;
     2. any negligent act or omission of the Contractor or its employees, servants, agents or subcontractors

except to the extent that the loss, damage, claim, action or expense is caused by the negligence or other wrongful act or omission of the School Council, its employees, servants or agents.

* 1. It is not necessary for the School Council or the State of Victoria to incur expense or make payment before enforcing a right of indemnity conferred by this Contract. If any indemnity payment is made by the Contractor under this clause 12, the Contractor must also pay an additional amount equal to any tax which is payable by the indemnified party in respect of that payment.

**Insurances**

* 1. The Contractor must obtain and maintain for the Term public liability insurance to provide it with at least A$20,000,000 (twenty million dollars) cover per event in respect of the Services and shall provide the School Council with evidence of such insurances prior to submitting its first invoice under this Contract and otherwise on request by the School Council and/or the Department (for and on behalf of itself and the School Council).
  2. Any insurance obtained pursuant to this clause 12 must be taken out with an insurer acceptable to the School Council and the Department and on terms (including any excess) which are acceptable to the School Council and the Department. In addition, any insurance that the Contractor is required to obtain and maintain under this Contract must be in the joint names of the Contractor and the School Council and include a cross liability clause under which the insurer agrees to waive all rights of subrogation or action against any of the persons named in the relevant insurance policy as the ‘insured’ and for the purpose of which the insurer accepts the term ‘insured’ as applying to each of the persons so named as if a separate policy of insurance had been issued to each of them.

1. **TERMINATION**
   1. This Contract may be terminated:
      1. at any time by written agreement between the Parties;
      2. with immediate effect (or with effect from a specified date) by the School Council giving notice in writing to the Contractor if:
         1. the Contractor breaches any provision of this Contract and, where that breach is capable of remedy, fails to remedy the breach within 10 Business Days after receiving written notice requiring it to do so (or such later date as may be specified in that notice);
         2. the Contractor breaches any provision of this Contract that is not capable of remedy;
         3. the Contractor undergoes any change in its structure which, in the reasonable opinion of the School Council, limits the capacity of the Contractor to provide the Services or otherwise precludes or adversely affects the Contractor’s ability to carry out its obligations and duties under this Contract;
         4. the Contractor wholly suspends the performance of the Services;
         5. any servant, agent or employee of the Contractor involved in the provision of the Services is, in the School Council's or the Department’s opinion, guilty of fraud, dishonesty of any other serious misconduct;
         6. the Contractor (or any servant, agent or employee of the Contractor) commits any act or does anything that the School Council considers may:
            1. be prejudicial or otherwise detrimental to the reputation of the School Council or the State; or
            2. put at risk the safety or wellbeing of Students participating in the Program;
         7. the Contractor suffers from an Insolvency Event; or
      3. pursuant to clause 25.
   2. In the event this Contract is terminated by the School Council pursuant to clause 13.1(b), the School Council may employ and pay one or more other persons to carry out and complete the performance of the Services and in so doing may use (and allow those other persons to use) all or any Background Intellectual Property of the Contractor that it is necessary or desirable to use in order to carry out and complete the performance of the Services, and all payments made to every other persons for so doing may be deducted from any sum due or to become due to the Contractor or recovered from the Contractor as and by way of damages.
   3. Clauses 5, 9, 12, 13.2, 21, 22,and 26 of this Contract survive the termination or expiry of this Contract or the completion of the Services and may be enforced at any time.
2. **GOVERNING LAW AND JURISDICTION**

This Contract is governed by and shall be construed according to the laws of the State of Victoria. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

1. **VARIATIONS**

No addition to or variation of this Contract shall be of any force or effect unless in writing signed by or on behalf of both Parties.

1. **WAIVERS**

The waiver by one Party of a breach by another Party of any provision of this Contract does not operate as a waiver of another or continuing breach by the other Party of the same or any other provision of this Contract. No waiver by either Party shall be binding upon that Party unless in writing.

1. **SEVERABILITY**

If any provision of this Contract is held invalid, unenforceable or illegal for any reason, the remainder of this Contract has full force apart from such provision which shall be deemed deleted.

1. **ACTING ON BEHALF OF SCHOOL COUNCIL**

Any right, duty or power (including the right to issue a notice or give any consent) of the School Council under this Contract may be exercised by the School Council or its executive officer, or the School Council's Representative (or the person for the time holding or acting in that position).

1. **ENTIRE CONTRACT**

This Contract constitutes the entire contract between the Parties and supersedes any communications or representations made in connection with the subject matter herein.

1. **CONFLICT OF INTEREST**

The Contractor warrants that, to the best of its knowledge and belief after due inquiry as at the date of this Contract, it has no duties or interests that create or might reasonably be anticipated to create a conflict with its duties and obligations under this Contract.

1. **PRIVACY**
   1. The Contractor acknowledges that the School Council is bound by the provisions of the PDP Act and HR Act.
   2. The Contractor acknowledges and agrees to be bound by the IPPs and HPPs and any applicable Code of Practice (including any applicable Code of Practice attached to this Contract) with respect to any act done, or practice engaged in by the Contractor for the purposes of this Contract in the same way to the same extent as if the act done, or practice engaged in had been directly done or engaged in by the School Council.
   3. Without limiting the generality of subclauses 21.1 and 21.2, in relation to the collection, management, holding, use, quality, accuracy, disclosure or transfer of any Personal Information it collects or accesses for the purposes of this Contract, the Contractor must:
      1. comply with the PDP Act;
      2. comply with the HR Act;
      3. comply with the IPPs and HPPs;
      4. comply with any Code of Practice that applies to the School Council or to which the School Council is required to comply, including any applicable Code of Practice attached to this Contract;
      5. cooperate with any reasonable request or direction the School Council makes which relates to the protection of the Personal Information, including in relation to the resolution of any privacy complaints or requests for access to or correction of Personal Information;
      6. only use or disclose any Personal Information collected or accessed in connection with this Contract for the purposes of providing the Services;
      7. implement and maintain appropriate technical, physical and other measure as appropriate to ensure the security of the Personal Information including from misuse, interference or loss, and from unauthorised access, modification or disclosure;
      8. ensure that access to the Personal Information is limited to those of its personnel who are required to access that information for the purposes of this Contract and who are suitably trained in protecting the privacy and security of Personal Information;
      9. take all reasonable steps to return or to destroy or permanently de-identify Personal Information that is no longer needed for the purposes of this Contract as except if this would result in the Contractor contravening any applicable Law;
      10. ensure that any sub contractor it engages is subject to the same obligations as this clause 21.3 in relation to that Personal Information;
      11. promptly notify the School Council on becoming aware of any breach of its obligations in this clause 21.3;
      12. immediately notify the School Council on becoming aware of or suspecting a data security breach in relation to the Personal Information that has resulted in unauthorised access to or disclosure of Personal Information, or of a data loss where there has been a loss of Personal Information in circumstances where unauthorised access to or disclosure of the Personal Information may occur and comply with all directions of the School Council in respect of the data breach or data loss including in relation to investigation, remedial action and notification of the data breach or data loss.
2. **COPIES OF CONTRACTOR’S RECORDS**
   1. The School Council may by written notice to the Contractor, request the Contractor provide to the School Council a copy of all material that demonstrates:
      1. compliance by the Contractor with its obligations under clause 3.2 (a), (b), (c) and (f) and clause 3.4, and
      2. that the warranties in clause 3.3 are accurate.
   2. The Contractor will provide a copy of the material requested by the School Council pursuant to clause 22.1 within 5 Business Days of the request or such other reasonable time as may be agreed between the parties.
   3. The School Council will pay the reasonable costs incurred by the Contractor in complying with any request pursuant to clause 22.1.
   4. Any information provided under this clause, shall be treated as confidential information and shall not be used other than for the purposes of this Contract or disclosed other than as permitted under clause 5, required at law or to meet any requirements of the Parliament of Victoria.
   5. The confidentiality obligations of the Parties under this clause shall not extend to:
      1. information already in the public domain other than due to a breach of this Contract; and/or
      2. information reasonably required in order to publish appropriate and comprehensive performance data relating to the Services under this Contract.
3. **Child Safe Standards and Reportable Conduct Scheme**
   1. **Child Safe Standards**
      1. The parties acknowledge and agree that Victorian government schools are committed to:
         1. creating child safe environments;
         2. protecting students from abuse or harm in the school environment, managing the risk of child abuse, providing support to a child at risk of child abuse and responding to incidents or allegations of child abuse in accordance with their legal obligations, including Child Safety Laws.
      2. This clause only applies to the extent that the Contractor (and its Associates) are engaged in Child-connected work.
      3. The Contractor acknowledges that the School Council and School Staff are required to comply with Child Safety Laws, the Ministerial Order and School Council Child Safety Policies.
      4. If the Contractor is an Applicable Entity, it warrants to the School Council that it:
         1. is compliant and will continue to comply with Child Safety Laws; and
         2. will immediately provide the School Council with copies of any documents or information in respect to any compliance action taken by any regulatory authority in connection with child safety against the Contractor (or its Associates).
      5. The Contractor (and its Associates) must:
         1. if applicable (whether or not the Contractor must itself comply with Child Safety Laws), comply with any relevant School Council Child Safety Policies; and
         2. comply with any reasonable direction by the School Council in respect to compliance by the School Council, School Staff and/or the Contractor with any Child Safety Laws or any relevant School Council Child Safety Policies.
      6. The School Council may terminate this Contract immediately if, in the School's Council's reasonable opinion, it determines at any time that:
         1. there is a breach of any Child Safety Laws caused by, or in any way connected with, the Contractor or its Associates; or
         2. the Contractor or any of its Associates are not suitable to engage in Child-connected work for the purposes of the School Council and School Staff's compliance with the Child Safety Laws or relevant School Council Child Safety Policies.
   2. **Reportable Conduct Scheme**

To enable the School Council to meet its obligations under the Reportable Conduct Scheme, the Contractor must:

* + 1. notify the School Council as soon as possible and no later than three business days after becoming aware of a Reportable Allegation in connection with the Services; and
    2. provide the School Council with such information as requested or otherwise required by the School Council to allow independent investigation of the Reportable Allegation.

1. **ETHICAL EMPLOYMENT AND CONTRACTING**

**Definitions**

* 1. For the purpose of this clause 24, the following definitions apply:

**Applicable Industrial Instruments and Legislation** means all Applicable Industrial Instruments and all Applicable Legislation.

**Applicable Industrial Instrument** means an industrial instrument (including an Award or Enterprise Agreement) that applies to the employees of the Contractor.

**Applicable Legislation** means:

* *Outworkers (Improved Protection) Act 2003* (Vic);
* *Dangerous Goods Act 1985* (Vic);
* *Equipment (Public Safety) Act 1994* (Vic);
* *Occupational Health and Safety Act 2004* (Vic);
* *Fair Work Act 2009* (Cth);
* *Long Service Leave Act 1992* (Vic);
* *Equal Opportunity Act 2010* (Vic) and such other state and federal anti-discrimination legislation as applies to the Contractor in respect of its employees, contractors and other workers;
* similar legislation in states and territories other than Victoria; and
* any other legislation notified to the Contractor by the School Council from time to time.

**Assessment** means an assessment by the School Council that, in the opinion of the School Council, the Contractor does not satisfy the Ethical Employment Standard.

**Award** means any industrial award that applies to employees.

**Enterprise Agreement** means any enterprise agreement certified by the Fair Work Commission that applies to employees.

**Ethical Employment Standard** is the requirement for persons that supply or propose to supply goods and services to the Victorian Government to demonstrate to the reasonable satisfaction of the government buyer that the relevant contracting or tendering entity meets its obligations to its employees under Applicable Industrial Instruments and Legislation at the time a contract is awarded and continues to meet such obligations during the term of that contract.

**Law** means the law in force in the State of Victoria and the Commonwealth of Australia, including common law and legislation.

**Contractor to satisfy the Ethical Employment Standard**

* 1. Without limiting or derogating from the Contractor’s obligation to comply with any Law, the Contractor must satisfy the Ethical Employment Standard at all times during the Term.

**Satisfaction of the Ethical Employment Standard**

* 1. The School Council may make an assessment if, at any time during the Term a court, tribunal, commission, regulator, board or similar body or authority:
     1. makes a finding of a serious breach of an Applicable Industrial Instrument against the Contractor or convicts the Contractor of a serious offence under Applicable Legislation; or
     2. makes a finding of a breach of an Applicable Industrial Instrument against the Contractor or convicts the Contractor of an offence under Applicable Legislation that is part of a pattern of repeated or ongoing breaches or offences.

1. **TERMINATION FOR FAILURE TO SATISFY ETHICAL EMPLOYMENT STANDARD**

**Ethical Employment Standard Not Satisfied**

* 1. If at any time during the term of this Contract, the School Council notifies the Contractor in writing that it has made an Assessment pursuant to clause 24.3, the Contractor must, within 14 days of receipt of such notice, or such longer period agreed by the School Council, provide a statutory declaration from a partner, director or company secretary of the Contractor setting out:
     1. any additional information which in the opinion of the Contractor is relevant to the Assessment, including the Contractor's grounds for any objection to the Assessment;
     2. details of any information on which the Assessment is based which in the opinion of the Contractor is incorrect, incomplete or otherwise unfairly prejudicial to the Contractor; and
     3. any existing or planned remedial measures which the Contractor has taken or will be taking to prevent a breach or offence similar to the breach or offence on which the Assessment is based from recurring.
  2. Following the receipt of the statutory declaration or expiration of the period described in clause 25.1, whichever comes first, the School Council may, in its absolute discretion, do one or all of the following:
     1. request the Contractor show cause as to why this Contract should not be suspended or terminated with effect from 14 days;
     2. suspend the operation of this Contract for a specified period of up to six months with 14 days' notice; and/or
     3. terminate this Contract with 14 days' notice.
  3. In exercising its discretion under clause 25.2, the School Council will take into consideration:
     1. whether the Contractor has taken or will take measures which, in the reasonable opinion of the School Council, are commensurate with the breach or the offence on which the Assessment is based and can be reasonably expected to prevent such breach or offence from recurring; or
     2. whether the School Council is otherwise satisfied that the Contractor has shown good cause why this Contract should not be suspended or terminated.

The remedies under this clause are in addition to and do not limit any other rights or remedies of the School Council under this Contract or otherwise at law.

1. **DISPUTE RESOLUTION**
   1. A Party claiming that a dispute or disagreement has arisen under this Contract may give the other Party a dispute notice (“Dispute Notice”).
   2. A Dispute Notice may be withdrawn at any time by the Party that gave the Dispute Notice.
   3. Within 10 Business Days of the date of issue of the Dispute Notice, the Parties must enter into good faith discussions in an attempt to resolve the dispute.
   4. If the Parties have not resolved the dispute within 20 Business Days of the date of issue of the Dispute Notice, the Parties agree to endeavour in good faith to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) in accordance with ACDC's guidelines, before having recourse to expert determination or litigation.
   5. The Parties will continue to perform their respective obligations under this Contract pending the resolution of a dispute under this clause 26.
2. **LEGAL COSTS**

Except as expressly stated otherwise in this Contract, each Party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Contract.

1. **NOTICES**
   1. A Notice must be in writing, signed by or on behalf of the party giving it and may be sent by post, courier, facsimile or by electronic mail as follows:

To the Contractor

...................................... (insert name)

...................................... (insert position)

Insert name and address of contractor

if different to details on first page)

Tel: ......................

Fax: ......................

Email: ......................

To the School Council

.................................... (insert name)

.................................... (insert position)

(Insert name and postal address of the School Council if different to details on first page )

Tel: ......................

Fax: ......................

Email: ......................

* 1. A Notice takes effect from the time it is received, unless a later time is specified in it. A Notice will be deemed to have been received by the addressee:
     1. in the case of delivery in person or by courier, on delivery at the address of the addressee;
     2. in the case of delivery by express prepaid post, on the second (seventh if posted to or from a place outside Australia) Business Day after posting;
     3. in the case of delivery by facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and
     4. in the case of electronic mail, if the receiving party has agreed to receipt in that form under this Licence and the message is correctly addressed to and successfully transmitted to that party’s electronic mail address (e-mail address), when receipt of the message is recorded on the sender’s computer.
  2. If any Notice is delivered or deemed to be delivered:
     1. after 5.00 pm in the place of receipt; or
     2. on a day which is a Saturday, Sunday or public holiday in the place of receipt,

it is taken as having been delivered at 9.00 am on the next day which is not a Saturday, Sunday or public holiday in that place.

* 1. Where notice of a new address, new electronic mail address or new facsimile transmission telephone number has been given by Notice by one Party to the other Party the same shall for all purposes be deemed to have been substituted for the previous address, electronic mail address or facsimile transmission telephone number as the case may be of the Party giving such Notice as and from the date of service of such Notice and service of any notice thereafter by a Party having received such Notice shall be made as if such substitution appeared herein in lieu of the words and/or figures for which the same was substituted.

**Executed as a contract.**

THE COMMON SEAL of [insert School name] School Council

was affixed by order of the Council and in the presence

of the President of the School Council )

or its Authorised Appointed:

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

(signature of President of School Council) (print name)

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

(signature of Authorised Appointee ) (print name)

THE COMMON SEAL of the [insert Contractor name]

was hereunto affixed on the

..........day of .......................20­­\_\_ )

in accordance with its Articles of Association )

in the presence of: )

............................................Director

(***or amend as appropriate***)

..........................................Secretary

**SCHEDULE 1 – DETAILS OF PROGRAM**

(To be completed)

**Name of re-engagement Program to be delivered by Contractor:**

**Description of the Program to be delivered:**

**Details of Students:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Student name** | **Date of birth** | **Year level enrolment** | Program / course title | **Scheduled contact hours/days per week** | **Start date** | **Anticipated completion date** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

Location(s) where the Program will be provided (including address and telephone number):

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |

**Description of other services to be provided (such as wellbeing support etc)**

(Schedule 1 ends here)

**SCHEDULE 2 - FUNDING**

1. **Service Fee (per Student) is calculated according to the following table:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Student Name** | **Length of placement (in days or weeks)** | **Placement fee (SRP daily rate\* x days of placement OR weekly/annual rate as appropriate)** | **Additional Funding where applicable (eg PSD calculated for number of days placement)** | **TOTAL fee for each student placement** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | | | **Total Service Fee** |  |

***\*Placement fee***

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Daily rate** | **Weekly rate** | **Annual rate** |
| **Primary level** | $25.98 | $129.90 | $5170 |
| **Secondary level** | $31.35 | $156.75 | $6231 |

1. **Payment Terms**
2. The Contractor will issue the School Council, at the end of each Victorian school term (“School Term”), a tax invoice for Services delivered for that School Term. The invoice will be supported by satisfactory documentary evidence (as determined by the School Council, acting reasonably) such as (but without limitation) the total days of Services delivered to each Student during the School Term.
3. The Contractor will issue an invoice based on length of placement that the Student is scheduled to attend the Program, not the actual days of that Student’s attendance.

1. The School Council will pay tax invoices within 30 days of receipt.
2. **Commencement Date:** **[date to be inserted]**
3. **Completion Date:** **[end of calendar year]**
4. **Specified Personnel:**

Only the personnel of the Contractor specified in the table below are to perform the Services (education, teaching, assessment or other specified services). Processes for amending the list, should this be necessary, are outlined in clause 11 of this Contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of employee of contracted provider** | **Role** | **Qualification / Experience** | **Working With Children Compliance provided** |
|  |  |  | Yes / No |
|  |  |  | Yes / No |
|  |  |  | Yes / No |
|  |  |  | Yes / No |
|  |  |  | Yes / No |
|  |  |  | Yes / No |
|  |  |  | Yes / No |
|  |  |  | Yes / No |
|  |  |  | Yes / No |
|  |  |  | Yes / No |
|  |  |  | Yes / No |

(Schedule 2 ends here)

**SCHEDULE 3 – CONTRACT VARIATION NOTICE**

Date:

To: Insert Name of Contractor

Insert Address Details of Contractor

[Insert name of School] hereby confirms that pursuant to clause 2.2 of the contract between [insert name of School] and [insert name of Contractor] for provision of a re-engagement program dated [insert date of contract](“Contract”), services are required for Additional Students. Details of Additional Students and additional Service Fees payable to [insert name of Contractor] by [insert name of School] are detailed below.

**Details of Students:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Student name** | **Date of birth** | **Year level enrolment** | Program / course title | **Scheduled contact hours/days per week** | **Start date** | **Anticipated completion date** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**Service Fee (per Student) is calculated according to the following table:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Student Name** | **Length of placement (in days or weeks)** | **Placement fee (SRP daily rate\* x days of placement OR weekly/annual rate as appropriate)** | **Additional Funding where applicable (eg PSD calculated for number of days placement)** | **TOTAL fee for each student placement** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | | | **Total Service Fee** |  |

***\*Placement fee***

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Daily rate** | **Weekly rate** | **Annual rate** |
| **Primary level** | $25.98 | $129.90 | $5170 |
| **Secondary level** | $31.35 | $156.75 | $6231 |

**Payment Terms**

The payment terms detailed in Schedule 2 of the Contract will apply to any Service Fee payable for Additional Students unless otherwise documented below:

Signature of School Council Representative

[Insert Name of School Council Representative]

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

**Acceptance**

[insert name of Contractor] hereby agrees to provide Services to the Additional Students stated in this Contract Variation Notice and in accordance with the Contract.

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

Signature of Authorised Representative

Name of Authorised Representative

**Appendix A**

RESPONSIBILITY MATRIX

A school engaging another education provider to deliver a re-engagement program to students enrolled at the school retains accountability for these students.

The school’s accountabilities include but are not limited to ensuring that:

* + the curriculum and delivery of education meets the appropriate standards;
  + staff are appropriately qualified and have passed the required Working with Children checks;
  + student outcomes are delivered as required under the Framework for Improving Student Outcomes (FISO);
  + the duty of care to students is met;
  + students have access to adequate physical facilities and learning resources; and
  + the use of school funding is appropriate.

# Instructions for use

# This matrix is intended to be used as a template for documenting the roles and responsibilities of the organisations that are Party to this Contract for the delivery of a re-engagement Program.

***Requirements:***This column gives a general overview of the areas to be considered and some suggestions of the specific arrangements to be documented.

***Home School* and *Provider Responsibility****:* Thesecolumns need to be completed to document the particular arrangements negotiated between the two organisations.

References to Provider in this matrix means the Contractor delivering the re-engagement Program under this Contract. Home School refers to the enrolling school of Students participating in the re-engagement Program.

| Requirements | ***Home School* Responsibility** | ***Provider* Responsibility** |
| --- | --- | --- |
| Staff Competency |  |  |
| Ensure the competence of the staff of the Provider delivering the Program to enrolled students of the School. Competence includes:   * experience and expertise at a level appropriate to the curriculum being delivered, and * knowledge of the professional and administrative requirements of the unit and qualification.   For non-teaching/training staff such as wellbeing staff, competence includes:   * Experience and expertise in providing support to children and young people who experience a range of social and personal barriers to engagement with school. * Appropriate qualifications such as social work, welfare or psychology   ***Responsibility Matrix to include the following:***   * *List the relevant policies and procedures to be used* * *Identify who will be responsible for verifying staff qualifications and experience* * *List evidence of staff competence in Schedule 2 of this Contract,* |  |  |
| Contracted Provider Staff Working with Children Checks |  |  |
| All staff of the Provider involved in teaching and assessing Students comply with the Working with Children Check requirements outlined in the *Working with Children Act 2005* and compliance is documented in Schedule 2 of this Contract.  **It will be the responsibility of the Home School Principal to ensure that the requirements are fully met.**  ***Responsibility Matrix to include the following:***   * *Specify the process for ensuring that the above requirements are met, and* * *Identify who will be responsible for obtaining the required check*s. |  |  |
| **Administration and Policy** |  |  |
| Effective administration structures are in place. Administrative structures should be appropriate to the program being delivered and include:   * daily and weekly timetables, and * policies for teaching, learning, professional development, curriculum review, assessment, reporting and behaviour management.   ***Responsibility Matrix to include the following:***   * *Identify the relevant policies and procedures to be followed* * *Identify whether the policies and procedures are the Home School or Provider’s documents* * *The role of each of the parties in implementing these policies and procedures.* |  |  |
| Student Attendance |  |  |
| Maintenance of student attendance records in accordance with the Victorian School Policy and Advisory Guide, and the School Council’s policy on student attendance.  ***Responsibility Matrix to include:***  *The role of the Home School and Provider in maintaining attendance records, reporting student attendance and action to be taken in the event of student non-attendance.*  Ensure both parents/guardians and School are notified as soon as practicable in line with the Department Policy regarding student attendance. For more information see: <https://edugate.eduweb.vic.gov.au/sites/i/Pages/production.aspx#/app/news/detail/1566/> |  |  |
| Premises, facilities and environment |  |  |
| The site that the Services are delivered must be registered as a campus of the Provider by the VRQA.  Students have access to physical facilities that meet building regulation requirements and occupational health and safety standards. Premises and facilities must be adequate with regard to the number of Students enrolled, the physical learning space required to cater for a particular Student's needs, and appropriately lit, heated/cooled, furnished and ventilated.  ***Responsibility Matrix to include:***  *The role of the Home School and Provider in ensuring the premises, facilities and environment are adequate and registered as required.* |  |  |
| Care, Safety and Welfare |  |  |
| Appropriate safety provisions are in place for curriculum areas being delivered. This includes:   * evidence in the form of the Contractor’s policies and procedures with respect to: * Indigenous children, children with a disability, vulnerable children and children from linguistically and culturally diverse backgrounds * The Contractor’ commitment to embedding a culture of child safety in the organisation * A child safety policy or statement of commitment to child safety * A child safety code of conduct * Contractor staff selection, supervision and management practices for a child-safe environment * Procedures for responding to and reporting allegations of suspected child abuse * Risk management strategies regarding child safety in school environments * Strategies to promote child empowerment and participation * The Contractor fulfilling its responsibilities to implement a child safe culture * Maintenance and appropriate auditing of safety systems * Use of emergency management and critical incident management plans * Maintenance of major and minor accident register * Procedures for mandatory reporting, and * First aid policy and procedures.   ***Responsibility Matrix to include:***  *The responsibilities of the Home School and Provider in respect of each of the above. Refer to the Victorian School Policy and Advisory Guide for additional information about curriculum safety standards.* |  |  |
| Duty of Care |  |  |
| The Home School has procedures in place to:   * take reasonable steps to protect enrolled Students participating in a re-engagement program delivered by the Provider from risks of injury that are foreseeable * Ensure that Students are adequately supervised when off the school premises * Inform the parent/guardians in the event of an occupational health and safety issue or other student danger * Inform parent/guardians about activities that the Student is undertaking off the school premises, and * Obtain written acknowledgement and permission from parents/guardians regarding attendance at the Program delivered by the Provider   Detail arrangements for contact between the Home School and the Students attending the Program.  ***Responsibility Matrix to include:***  *The responsibilities of the Home School and Provider in respect of each of the above. Refer to the Victorian School Policy and Advisory Guide for additional information about the Home School’s Duty of Care responsibilities.* |  |  |
| Individual Education Plans |  |  |
| All students participating in the program have an Individual Education Plan that details goals with reference to the strengths and issues for participation and the plan for how these will be addressed by the programs. ***Responsibility Matrix to include:***  *The responsibilities of the Home School and Provider in development, reviewing and updating the Individual Education Plans.*  Refer to <http://www.education.vic.gov.au/school/teachers/studentmanagement/Pages/reengagement.aspx> for more information. |  |  |
| Education Resources |  |  |
| * Education resources appropriate to the units being delivered are made available to the Students, including library and classroom teaching resources, access to external resources including on-line services, information technology and other resources as applicable.   ***Responsibility Matrix to include:***  *The responsibilities of the Home School and Provider in providing access to relevant education resources and services.* |  |  |
| Delivery of Programs |  |  |
| The Programs reflect the Provider’s documentation and the requirements of this Contract in regard to:   * content, and * expected student outcomes.   ***Responsibility Matrix to include:***  *The responsibilities of the Home School and Provider in respect of executing and monitoring each of the above.* |  |  |
| Engagement and Wellbeing |  |  |
| Students participating in the Program are provided with engagement and wellbeing support including but not limited to the areas of:Behaviour support and managementStudent participationHolistic individual supportParent and family engagement ***Responsibility Matrix to include:***  *The responsibilities of the Home School and Provider in respect of each of the above, with reference to relevant policies and procedures in place.*  Refer to [Student engagement strategies](http://www.education.vic.gov.au/school/teachers/studentmanagement/Pages/interventions.aspx) for more information. |  |  |
| Pathways and Transitions |  |  |
| Pathways for individual Students following participation in the re-engagement Program are planned at the point of entry to the Program.  Appropriate support is provided to Students to make a successful transition to their education (or training/employment) destination following the Program.  Each student 15 years and older, and all Koorie students in Years 8 and 9, have a current Career Action Plan under the Managed Individual Pathways Initiative.  ***Responsibility Matrix to include:*** *The responsibilities of the Home School and Provider in respect of the above.*Refer to [Career Action Plan](http://www.education.vic.gov.au/school/teachers/teachingresources/careers/carframe/Pages/cap.aspx) for more information*.* |  |  |
| Assessment and Reporting of Student Performance |  |  |
| Assessment procedures used are consistently applied, meet the standards for the unit/qualification being delivered and:   * encourage the use of varied, sound and relevant assessment procedures * identify and apply student learning outcomes * use effective recording methods * support continuous review and improvement of student performance, program planning and teaching   Reporting procedures provide for effective communication of Student performance to parents and Students and for effective feedback from Students and parents, and enable schools to meet the requirements for student reporting outlined in the Victorian School Policy and Advisory Guide.  Student results are provided by the Contractor to the Home School for entry onto the VASS database in sufficient time to meet the requirements of the VCAA.  All relevant information is recorded on the VASS database by the Home School  ***Responsibility Matrix to include:***  *The responsibilities of the Home School and Provider in respect of executing and monitoring each of the above.* |  |  |
| Marketing and Advertising |  |  |
| Ensure that any marketing of courses conforms to government regulations. [Note: the Provider cannot market itself as a VCE, VCAL or provider of other school education where this education is being provided on behalf of the school or use the school’s name without the written permission of the School Council]  ***Responsibility Matrix to include:***  *The responsibilities of the Home School and Provider in respect of executing and monitoring the above.* |  |  |
| Audits |  |  |
| All of the school education provided to be subject to relevant school audit processes.  ***Responsibility Matrix to include:***  *The responsibilities of the Home School and Provider in respect of all appropriate audit processes.* |  |  |
| **Complaints Handling**  A complaints handling process be implemented in line with the school’s complaint handling process as issued by the Department and updated from time to time to address complaints regarding children’s education. **For more information see** [**http://www.education.vic.gov.au/school/parents/complaints/Pages/default.aspx**](http://www.education.vic.gov.au/school/parents/complaints/Pages/default.aspx) |  |  |
| **Student Satisfaction**  To better measure and assess the performance and satisfaction of students throughout their studies students will be invited to participate in a student satisfaction survey at the end of their course. |  |  |