**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).

**Additional Provider** means a provider other than the Contractor who holds VRQA Registration or ASQA Registration.

**Additional Provider Contract** means an agreement between the Contractor and an Additional Provider for the provision to the Contractor of Services Exceeding Registration, on the terms set out in clause 3.4.

**Additional Student** means a student that is not included in Schedule 1, on the execution of this Agreement, but for whom, in accordance with clause 2.3, during the Term, the School Council requires the Contractor, to provide the Services.

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

**AQTF** means Australian Quality Training Framework.

**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.

**Career Education Funding** replaced manged individual pathway funding. The funding supports schools to provide high quality career education. It requires students in year 9 to 12 to have an individual annual career action plan linked to any personalised learning and support plans and careers counselling.

**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)

**Community VCAL** means the entire delivery of the Victorian Certificate of Applied Learning by an external provider that has VRQA Registration or ASQA Registration, (as applicable) and VCAA Authorisation to deliver a Senior Secondary Qualification on behalf of a government school at an external location to students who have been assessed as eligible to participate.

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

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

**Contract Materials** means any materials which the Contract 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 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** means the *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.

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

**Non-VET Responsibility Matrix** means the document appended to this Contract as Appendix A.

 **Non-VET Services** means the services components of a Program, as described in Part A of Schedule 1 and the Non-VET Responsibility Matrix.

**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.

**Payment Instalments** means the amounts set out in Schedule 2, subject to any Service Fee Adjustment.

**Payment Instalment Dates** means the dates set out in Schedule 2.

**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 a Senior Secondary Qualification program which is delivered by the Contractor on behalf of the School to the Students wholly or partly 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.

**Program for Students with Disabilities Funding** means funding per Student provided to Schools by the Department through the SRP to enable Schools to provide additional support to students with disabilities, subject to eligibility criteria outlined in the *Guide to the Student Resource Package* published by the Department each year;

**RTO** has the same meaning as in the Act.

**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** means the council of a Government School as defined in section 1.1.3 of the Act.

**School Council’s Representative** is the person for the time being holding the position in clause 29 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, subject to any Service Fee Variation.](#sch2)

**Service Fee Variation Notice** means a variation notice in the form set out in Schedule 3.

**Services** means the delivery by the Contractor on behalf of a School, of VET Services and Non-VET Services.

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

**Services Exceeding Registration** meansany part of the VET Services, which, if provided by the Contractor, would exceed the Contractor's scope of RTO registration.

**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.

**Stages of Learning Funding** means the funding per Student provided to Schools by the Department pursuant to the SRP and as described in clause 7.3.

**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 annual or other periodic 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.

**VASS Enrolment Date** means the date at which students need to be enrolled on the VASS to be eligible to receive VETiS Funding, as outlined in the *Guide to the Student Resource Package* published by the Department each year.

**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.

**VETiS Funding** means funding per Student provided to Schools by the Department through the SRP to enable Schools to provide VET in Schools.

**VET Responsibility Matrix** means the document appended to this Contract as Appendix B.

**VET Services** means the services components of a Program, as described in Part B of Schedule 1 and the VET Responsibility Matrix and, where applicable, includes Services Exceeding Registration.

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

**VRQA Registration** means to be registered by the VRQA as:

* + 1. a senior secondary education provider to deliver a Senior Secondary Qualification; and
		2. where the Services include VET Services, an RTO to deliver VET Services.

**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. During the Term, the School Council may enrol Additional Students in a Program in which case the Contractor must deliver the Services in respect of the Additional Students.
	3. If the School Council requires the Contractor to deliver the Services in respect of any Additional Students, the School Council will notify the Contractor in writing.
	4. The enrolment of Students in a Program is at the sole discretion of the School Council.
	5. The Contractor must not confirm the enrolment of, or deliver Services to, any Student in a Program unless the Contractor has obtained the prior approval of the School Council to the enrolment of that Student.
	6. It is the responsibility of the School Council to ensure that all students enrolled in a Community VCAL satisfy the student eligibility criteria in accordance with the Department's *Guidelines for the Delivery of Community VCAL.*
2. **CONDITIONS WITH RESPECT TO ENGAGEMENT OF ADDITIONAL PROVIDERS**
	1. It is a condition of this Contract that the Contractor must have either VRQA Registration or ASQA Registration, and VCAA Authorisation.
	2. It is a condition of this Contract that if the Services include Services Exceeding Registration, the Contractor must:
		1. obtain the written consent of the School Council to engage an Additional Provider to provide the Services Exceeding Registration; and
		2. enter into an Additional Provider Contract, 20 business days prior to the Services Commencement Date.
	3. The School Council will address the conditions of any such consent under clause 3.2(a) on a case by case basis and is not obliged to grant any such consent.
	4. Notwithstanding any other provision of this Contract, the School Council will not grant its consent to the Contractor to engage an Additional Provider to provide Non-VET Services.
	5. The Contractor must comply with its obligations under this clause 3 before the Services Commencement Date.
	6. If the Contractor fails to comply with its obligations under this clause 3, the School Council is entitled to terminate this Contract, and the Contractor shall not be entitled to any loss or damage arising from such termination.
3. **OBLIGATIONS OF CONTRACTOR**
	1. The Contractor must:
		1. 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 VET Responsibility Matrix and Non-VET Responsibility Matrix that are designated as the responsibility of the Contractor);
		2. 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;
		3. perform the Services with all due care, skill and otherwise in accordance with all applicable professional standards, principles and practices;

(d) maintain and manage the Additional Provider Contract so that the Services Exceeding Registration are provided to the School Council as if the Services Exceeding Registration were being provided by the Contractor;

 (e) maintain the Contractor’s VRQA Registration and VCAA Authorisation;

(f) ensure they remain compliant with Schedule 7 of the *Education and Training Reform Regulations 2017* (Vic);

* + 1. without limiting its obligations under clause 24, 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;
		2. follow all reasonable instructions of the School Council’s Representative in respect of the performance by the Contractor of its obligations under this Contract;
		3. cooperate with and act in good faith towards the School Council;
		4. comply with all Laws in performing this Contract;
		5. 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; and
		6. 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.
	1. 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 Appendixes A and B 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 and any Additional Provider’s compliance with the NON-VET Responsibility Matrix and the VET 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).
	2. The Contractor warrants that:
		1. all persons engaged to deliver the Services are qualified and experienced in accordance with the standards of the AQTF;
		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 4.4(a) and (b) in respect of such replacement persons proposed by the Contractor pursuant to clause 12 of this Contract.
	3. 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.
1. **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 6.2 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 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 7.2, 7.4, and 7.6, the School Council must pay the Contractor the Service Fee in consideration of the performance by the Contractor of the Services.
	2. The School Council is not obliged to pay a Payment Instalment unless the Contractor has:
		1. complied with each of its obligations under this Contract;
		2. issued the School Council a valid tax invoice no less than 30 days prior to the Payment Instalment Date; and
		3. provided the School Council with Student Results in accordance with clause 4.2(b).
	3. The Service Fee will be calculated on a per Student basis, as specified in Schedule 2, and will be made up of the following components as defined in the SRP:

(a) 95% of the per student Stages of Learning Funding;

(b) 100% of eligible VETiS Funding;

(c) 100% of eligible Career Education Funding; and

(d) 100% of eligible Program for Students with Disabilities Funding

* 1. If, during the Term, the School Council requires the Contractor to provide the Services in respect of Additional Students in accordance with clause 2.3, and if that requirement results in an increase in the number of Students, the Service Fee shall be varied by an amount calculated in accordance with Table A in Schedule 2 (if prior to the April VASS Enrolment Date).
	2. If clause 7.4 applies, the School shall, as soon as practicable, issue to the Contractor, a Service Fee Variation Notice.
	3. Withdrawal of a Student from a Program, during the Term, will not result in a variation of the Service Fee.
	4. Subject to clause 7.8, 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.
	5. If GST is payable by the Contractor under the GST Law on the Services invoiced to the School Council under this Contract, the GST payable must be paid by the School Council to the Contractor.
	6. Not more than 90% of the Service Fee shall be paid to the Contractor on the Payment Instalment Dates, or on satisfactory completion of the Services or other circumstances set out in Schedule 2.
	7. Subject to receipt of the Results from the Contractor in accordance with clause 4.2(b), a final payment of 10% of the Service Fee must be paid to the Contractor within 30 days of the final invoice. This clause does not limit the School Council's rights to withhold other payments due to the Contractor under this Contract.
	8. This clause 7 does not limit the School Council’s other rights in respect of a breach of this Contract. The Contractor acknowledges that failure to provide all the Student Results by the due date is a breach of this Contract and will cause substantial loss and damage to the School Council.
1. **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.
2. **ASSIGNMENT AND SUB CONTRACTING**
	1. The Contractor must 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 must be sought in accordance with clause 3.3.
	2. Despite any consent by the School Council under clause 3.3 and the engagement by the Contractor of another provider to provide Services:

(a) the Contractor shall continue to be liable for the due performance of all its obligations under this Contract; and

(b) the Contractor shall be responsible for ensuring that the performance of any Additional Provider engaged by the Contractor meets the standards and obligations owed to the School Council and Students under this Contract.

1. **INTELLECTUAL PROPERTY AND OWNERSHIP OF WORK**
	1. This clause 10 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 (including the right to grant sub-licences to any sub contractor approved by the Department under clause 3.3) 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 4.4 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.
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 13, 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 (and must ensure that any sub-contractors appointed by it under clause 3) 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 13 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 26.
	2. In the event this Contract is terminated by the School Council pursuant to clause 14.1(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 6, 10, 13, 14.2, 22, 23 and 27 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 22.1 and 22.2, 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 22.3 in relation to that Personal Information;
		11. promptly notify the School Council on becoming aware of any breach of its obligations in this clause 22.3; and
		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. **AUDIT OF AND OTHER ACCESS TO CONTRACTOR’S RECORDS**
	1. The Contractor must permit an accountant or auditor on behalf of the School Council or Department from time to time during ordinary business hours and upon reasonable notice, to inspect and verify all records maintained by the Contractor for the purposes of this Contract (including in relation to the Contractor's compliance with its obligations set out in the VET Responsibility Matrix and Non-VET Responsibility Matrix). The Contractor, its servants, agents and subcontractors must give all reasonable assistance to any person authorised to undertake such audit or inspection. Any information provided, or to which an accountant or auditor has access 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 6, required at law or to meet any requirements of the Parliament of Victoria.
	2. 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 25, 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 25.3, 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 and;
		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 26.1, 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 26.2, 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 27.
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 paid 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

Approved by Regional Director [insert Region] on the ..........day of .......................20­­\_\_

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

(signature of Regional Director) (print name)

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

(signature of Witness) (print name)

**SCHEDULE 1 – PART A – NON-VET SERVICES**

 (To be completed)

NON-VET SERVICES TO BE PROVIDED BY THE CONTRACTOR

**Details of Senior Secondary education services:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Qualification (specify:** VCE year level;VCAL Foundation/ Intermediate/ Senior) | **Subject/ Unit Title/ Number (list all units in each qualification being delivered)** | **Number of students enrolled** | **Nominal Hours of education to be provided** |
| Eg VCAL Intermediate | Work Related Skills Intermediate Unit 1 | 67 | 100 |
| Eg VCAL Intermediate | Personal Development Skills Intermediate Unit 1 | 67 | 100 |
| Eg VCAL Intermediate | Literacy Skills Intermediate Reading and Writing | 67 | 100 |
| Eg VCAL Intermediate | Numeracy Skills Foundation | 67 | 100 |
| Eg VCAL Intermediate | VCE Foundation English Unit 1 | 67 | 100 |
| Eg VCAL Intermediate | Work Related Skills Intermediate Unit 2 | 67 | 100 |
| Eg VCAL Intermediate | Personal Development Skills Intermediate Unit 2 | 67 | 100 |
| Eg VCAL Intermediate | Literacy Skills Intermediate Oral Communication | 67 | 100 |
| Eg VCAL Intermediate | VCE Foundation English Unit 2 | 67 | 100 |
| Eg VCAL Intermediate | Industry Specific Skills | 67 | 100 |

Details of Students:

|  |  |  |
| --- | --- | --- |
| **Given Name** | **Family Name** | **Student Number** |
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Locations where the training is to be provided (including address and telephone number):

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| --- | --- |
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Details of any other services (eg. , Workplace Learning):

|  |
| --- |
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**SCHEDULE 1 - PART B - VET SERVICES**

(To be completed)

VET SERVICES TO BE PROVIDED BY THE REGISTERED TRAINING ORGANISATION

**Details of VET services:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Qualification title and code** | **RTO contract price per Certificate enrolment**  | **Unit of competency title and code** | **Number of students enrolled** | **Hours of training provided** | **\*RTO responsible for delivery** | **Premises of delivery** |
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**\*Under clause 9.1, the Contractor must obtain the written consent of the School Council before engaging another organisation to provide any of the Services.**

**Details of Students:**

|  |  |  |
| --- | --- | --- |
| **Given Name** | **Family Name** | **Student Number** |
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Locations where the training is to be provided (including address and telephone number):

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| --- | --- |
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(Schedule 1 ends here)

**SCHEDULE 2**

**STUDENTS ENROLLED PRIOR TO APRIL VASS ENROLMENT DATE**

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

**Table A**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Column A: Student Name** | **Column B:****Stages of Learning Funding** | **Column C:** **Eligible VETiS Funding** | **Column D:****Eligible CEFs Funding** | **Column E:****Eligible Program for Students with Disabilities Funding** | **Column G:****Total (Column B x 0.95 + Column C + Column D + Column E)** |
|  |  |  |  |  |  |
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**Total Service Fee** (the sum of the amounts shown in Column G, Table A) subject to variation in accordance with clause 7.4, as described in any Service Fee Variation Notice **[$ amount to be inserted]**

**Payment Instalments and Payment Instalment Dates**

(subject to adjustment for any variation in accordance with clause 7.4**.**, as described in any Service Fee Variation Notice.)

|  |  |
| --- | --- |
| **Payment Instalment** | **Payment Instalment Date** |
| **[25*% of Total Service Fee (insert $ here)*]** | **[*insert payment date – 5 working days after start of each school term*]** |
| **[25*% of Total Service Fee (insert $ here)*]** | **[*insert payment date – 5 working days after start of each school term*]**  |
| **[25*% of Total Service Fee (insert $ here)*]** | **[*insert payment date – 5 working days after start of each school term*]** |
| **[15*% of Total Service Fee (insert $ here)*]** | **[*insert payment date – 5 working days after start of each school term*]** |
| **[10% *of Total Service Fee - Final Payment (insert $ here)*]** | **[*insert payment date – within 30 days after receipt of final invoice. Not payable prior to submission of final student results*]** |

**Commencement Date:** **[date to be inserted]**

**Completion Date:** **[end of calendar year]**

**For VET services – list here any Specified Personnel:**

For non VET services - Only the personnel of the Contractor specified in the table below are to perform the education, training, assessment or other specified services with enrolled students of the school. Processes for amending the list, should this be necessary, are outlined in clause 12.

|  |  |  |  |
| --- | --- | --- | --- |
| **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 – SERVICE FEE VARIATION NOTICE**

**Service Fee Variation Notice**

Date:

To: Insert Name of Contractor

Insert Address Details of Contractor

[Insert name of School] hereby confirms that pursuant to clause 7.4 of the Community VCAL Contract between [insert name of School] and [insert name of Contractor] dated [insert date of contract] the Service Fee payable to [insert name of Contractor] by [insert name of School] for delivery of the Services is varied as follows:

|  |  |  |
| --- | --- | --- |
| Number of Additional Students resulting in a net increase in the total number of students enrolled in the program at each census date. **NOTE:** If total student enrolments at any census date is equal to or less than the total student enrolments at the preceding census date no additional funding will be required. | A |  |
| Date of commencement of Additional Students |  |  |
| *If enrolment occurs prior to the VASS Enrolment Date:*Service Fee is calculated in accordance with Table A of Schedule 2 for each Additional Student  | B |  |
| *If enrolment occurs between the VASS Enrolment Date and the last day of Term 2:*Service Fee per Additional Student is the sum of 75% of Stages of Learning Funding specified in Column B of Table A. and 100% of eligible Program for Students with Disabilities Funding specified in Column F of Table A. | C |  |
| *If enrolment occurs between the last day of Term 2 and the last day of Term 3:*Service Fee per Additional Student is the sum of 50% of Stages of Learning Funding specified in Column B of Table A and 100% of eligible Program for Students with Disabilities Funding specified in Column F of Table A. | D |  |
| Total of Service Fee immediately prior to issue of this Service Fee Variation Notice  | E |  |
| Total of additional Service Fees for Additional Students: |  |  |
| **Total Service Fee pursuant to this Service Fee Variation Notice** |  |  |

[Insert name of School Representative authorised to issue Variation Notice]

NON VET RESPONSIBILITY MATRIX

A school entering into partnership arrangements with other education providers to deliver non-Vocational Education and Training (VET) senior secondary education 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 and training meets the appropriate standards**\***;
	+ staff are appropriately qualified, have relevant Victorian Institute of Teaching (VIT) registration 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;
	+ careers and transition support including the Career Education Funding is provided; and
	+ the use of school funding is appropriate.

***\*****The discharge of the school accountability for meeting the* ***curriculum and delivery standards*** *varies depending on whether it is VET or non-VET curriculum and the registration status of the provider.*

# 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 entitled *Standard Community VCAL contract*.

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

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

References to a *partner* or *partnership* in this matrix means the education provider or the relationship between the education provider and the school under this contract, and does not mean a partner or partnership as defined in the Partnership Act 1958 or at common law.

| Requirements | ***Home School* Responsibility** | ***Contractor* Responsibility** |
| --- | --- | --- |
| Staff Competency |  |  |
| Ensure the competence of the staff of the external partner engaged in teaching and assessing enrolled students of the school. Competence includes:* teaching and assessment
* specialist expertise at a level appropriate to the content of the unit, and
* knowledge of the professional and administrative requirements of the unit and qualification.

Evidence would include registration with the VIT at least to the level of Permission to Teach. Staff teaching VCE units should be VIT registered and must have teaching qualifications for the secondary sector and tertiary qualifications relevant to the subject they are teaching.Staff teaching VCAL units must have an appropriate teaching qualification or the Certificate IV in Training and Assessment or equivalent competencies.***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, and*
* *Identify when, where and how an audit or review by the school will occur.*
 |  |  |
| Contracted Provider Staff Working with Children Checks |  |  |
| Verify that all staff of the contracted provider involved in teaching and assessing enrolled students of the school comply with the Working with Children Check requirements outlined in the *Community VCAL Guidelines* and are 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** |  |  |
| Ensure that effective administration structures are in place. Administrative structures should be appropriate to the unit and qualification being delivered and include:* daily, weekly and yearly timetables (which include term and semester breaks), 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 external Partner’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 external Partner 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 |  |  |
| Ensure that 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 external Partner in ensuring the premises, facilities and environment are adequate.* |  |  |
| Care, Safety and Welfare |  |  |
| Ensure 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 external Partner in respect of each of the above. Refer to the Schools Reference Guide for additional information about curriculum safety standards.* |  |  |
| Duty of Care |  |  |
| Ensure that the Home School has procedures in place to: * take reasonable steps to protect students in their charge from risks of injury that are reasonable 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 external Partner.

Detail arrangements for contact between the Home School and the students, particularly where they may be with the external Partner for an extended period.***Responsibility Matrix to include:****The responsibilities of the Home School and external Partner in respect of each of the above. Refer to the Schools Reference Guide for additional information about the Home School’s Duty of Care responsibilities.* |  |  |
| Curriculum |  |  |
| Ensure that:* Clear statements exist for philosophy, vision, mission and semester or term plans
* Curriculum encourages continued participation and meets the requirements for the units/qualifications being delivered
* Clear and consistent curriculum documentation is available for each unit being delivered outlining:
	+ rationale, focus, key concepts, learning outcomes
	+ classroom program plan
	+ teaching/learning strategies
	+ student activities
	+ assessment procedures
	+ procedures for reporting to parents (for students under 18).
* Curriculum procedures ensure scope and sequence and accessibility for different individuals, and
* Curriculum is maintained as current through regular review and updating.

***Responsibility Matrix to include:****The responsibilities of the Home School and external Partner in respect of each of the above. Refer to the relevant curriculum standards for each unit/qualification.* |  |  |
| Education Resources |  |  |
| Ensure that:* Education services and learning 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 external Partner in providing access to relevant learning resources and education services.* |  |  |
| Execution of Learning and Teaching Programs |  |  |
| Ensure that the learning and teaching programs reflect the provider’s documentation and the requirements of this contract in regard to:* teaching and learning principles [schools should consider seeking to have the contracted provider adopt the school’s learning and teaching policies where these are applicable]
* content, and
* expected student outcomes.

***Responsibility Matrix to include:****The responsibilities of the Home School and external Partner in respect of executing and monitoring each of the above.* |  |  |
| Career Education Funding |  |  |
| •all students in years 9 to 12 to have: •an individual annual career action plan which is linked to any personalised learning and support plans (such as individual learning plans)•a copy of their career action plan given to their parents and carers with their student reports•careers counselling prior to choosing their senior secondary subject selection and further education and training courses***Responsibility Matrix to include:****The responsibilities of the Home School and external Partner in respect of the above. Refer to the Schools Reference Guide for additional information about Career Education Funding.* |  |  |
| Assessment and Reporting of Student Performance |  |  |
| Ensure that the 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.***Responsibility Matrix to include:****The responsibilities of the Home School and external Partner in respect of executing and monitoring each of the above.* |  |  |
| Qualification Administration, Assessment and Reporting |  |  |
| * Ensure all relevant information is recorded on the VASS database
* Meet all relevant administrative and assessment requirements in the current VCE and VCAL Administrative Handbook
* For VCAL delivery, ensure compliance with the *Standards for registration as a VCAL provider.*
* Attend relevant DET information and training sessions
* Use current VCAA study design and assessment guidelines
* Ensure study designs and other curriculum requirements of the VCAA are adhered to and that, where relevant, the VCAA is notified of changes to modifications of the program or assessment tasks, and
* Ensure correspondence from the VCAA is received by the appropriate teacher.

***Responsibility Matrix to include:****The responsibilities of the Home School and external Partner 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 contracted 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 external Partner in respect of executing and monitoring the above.* |  |  |
| Audits |  |  |
| All of the school education provided to be subject to relevant VCE, VCAL and other school audit processes.***Responsibility Matrix to include:****The responsibilities of the Home School and external Partner 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>  |  |  |
| 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.  |  |  |

VET RESPONSIBILITY MATRIX

All Registered Training Organisations (RTO) must comply with the *Australian Quality Training Framework (AQTF) standards* or the *Standards for Registered Training Organisations 2015*. Where an RTO delivers training and assessment services under its scope of registration in partnership with another organisation, the RTO is responsible for ensuring the training and assessment services delivered comply with all aspects of the *AQTF 2010 Essential Conditions and Standards for Initial Registration* and *AQTF 2010 Essential Conditions and Standards for Continuing Registration* (AQTF Standards) or relevant regulatory standards. Such arrangements need to be underpinned by a clearly articulated agreement that sets out the roles and responsibilities of each party. The level of documentation should be appropriate to the level of complexity of the arrangements and the level of risk to the quality of training outcomes for clients.

References to a *partner* or *partnership* in this matrix means the education provider or relationship between the school and the education provider under this contract, and does not mean a partner or partnership as defined in the Partnership Act 1958 or at common law.

# 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 entitled *Standard Community VCAL contract*.

***Requirements****:* This column gives a general overview of the areas to be considered and some suggestions of the specific arrangements to be documented. Refer to the *AQTF 2010 Essential Conditions and Standards for Initial Registration, AQTF 2010 Essential Conditions and Standards for Continuing Registration*,and the *Users’ Guide to the Essential Conditions and Standards for Continuing Registration* for more detailed information.

***Home School Responsibility, Contractor Responsibility. Where the Contractor engages an Additional Provider those responsibilities of the Contractor which will be subcontracted to the Additional Provider must be specified in column 3.*** Thesecolumns need to be completed to document the particular arrangements negotiated between the two/three organisations. *Note: where there is no Additional Provider, this column does not need to be filled out.*

| Requirements | ***Home School*  Responsibility** | ***Contractor* Responsibility** | ***Responsibility subcontracted to Additional Provider***  |
| --- | --- | --- | --- |
| Staff Competency |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 1.4)**Training and assessment are conducted by trainers and assessors who:* 1. have the necessary training and assessment competencies as determined by the National Quality Council or its successors
	2. have the relevant vocational competencies at least to the level being delivered or assessed
	3. continue to develop their VET knowledge and skills as well as their assessment competencies

**\*** The current NQC policy is as follows: * + - Trainers must hold the Certificate IV in Training and Assessment (TAA40104) from the Training and Assessment Training Package, or be able to demonstrate equivalent competencies;
		- Assessors must hold the following three competencies from the Training and Assessment Training Package (TAA04):
1. TAAASS401A Plan and organise assessment
2. TAAASS402A Assess competence
3. TAAASS404A Participate in assessment validation

or be able to demonstrate equivalent competencies to all three units of competency.***Responsibility Matrix to include the following:**** *List the relevant policies and procedures to be used*
* *Identify whether the policies and procedures are the Home School, Contractor or the Additional Provider’s documents*
* *Identify who will be responsible for checking staff qualifications and experience, and*
* *Identify the process of notifying each party of staff changes.*
 |  |  |  |
| RTO Staff Working with Children Checks |  |  |  |
| Verify that all RTO staff involved in the delivery and assessment of training to school students comply with the Working With Children Act 2005 by having attained: * Victorian Institute of Teaching (VIT) registration; or
* Victorian Institute of Teaching (VIT) Permission to Teach; or
* Comply with Working with Children Legislation requirements prior to commencing training and assessment.

**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 checks.*
 |  |  |  |
| Staff Induction |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 2)**Staff induction material to include:* policies and procedures for dealing with customer complaints, grievances and appeals
* continuous improvement processes
* relevant State or Territory Legislative requirements
* student records management procedures
* version control procedures
* mutual recognition policies and procedures, and
* access and equity policies.

 Staff induction material must also contain information relating to each of the following as relevant to their job role:* Training packages
* Competency based training and assessment
* Vocational education and training requirements and policies, and
* Requirements for apprenticeships & traineeships.

***Responsibility Matrix to include the following:**** *Identify the relevant organisational policies and procedures to be followed*
* *Identify whether the policies and procedures are the Home School, Contractor or the Additional Provider’s documents*
* *List manuals or materials to be used*
* *Identify when and where induction will occur if the Lead RTO is responsible for induction, and*
* *If the Lead RTO is not responsible for induction of staff, identify if a review of information is required and by whom and when.*
 |  |  |  |
| Student Information and Induction |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 2.2, 2.4-2.6)**Ensure that the students have access to information relating to each of the following prior to enrolment:* selection, enrolment and induction information
* course information, including content and vocational outcomes
* equipment fees and charges
* support services, including welfare and guidance services
* flexible learning and assessment, if applicable
* accurate records of their participation and progress
* appeals, complaints and grievance procedures
* disciplinary procedures
* staff responsible for access and equity, and
* Student Code of Conduct while attending the Lead RTO.

***Responsibility Matrix to include the following:**** *Identify which organisation will provide the information and when*
* *Identify the relevant policies and procedures to be followed*
* *Identify whether the policies and procedures are the Home School, Contractor or the Additional Provider’s documents*
* *If induction is not provided by**the Lead RTO, identify if the Lead RTO will be required to review material, by whom and when, and*
* *Identify the procedures for the school to notify the parent/guardian regarding the student’s travel arrangements and the level of student supervision whilst attending any external providers.*
 |  |  |  |
| Recognition of Qualifications Issued by other RTOs |  |  |  |
| **AQTF Requirement (Refer to Condition 7 of Reg’n)**Ensure the AQF qualifications and the Statements of Attainment issued by other RTOs are recognised.***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, Contractor or the Additional Provider’s documents*
* *Specify the responsibilities for providing information about mutual recognition to students, and*
* *Specify the responsibilities for providing information about mutual recognition to staff.*
 |  |  |  |
| Student Records Management |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 3.4)**The RTO manages records to ensure their accuracy and integrity.**The Contractor must ensure that the Additional Provider provides student Results to the Contractor to pass on to the Home School for entry onto the VASS database in sufficient time to meet the requirements of the VCAA.** ***Responsibility Matrix to include the following:**** *Identify relevant policies and procedures to be followed including those covering:*
* *privacy*
* *student attendance and results*
* *collection of student feedback and unit / module evaluations*
* *student reporting*
* *continuous improvement process for improving learning and assessment practices, and*
* *student withdrawals.*
* *Identify the process for feedback to the Home School on the outcomes of the training and assessment services*
* *Identify whether the policies and procedures are the Home School, Contractor or the Additional Provider’s documents*
* *Identify the timelines for reporting*
* *Identify the forms to be completed*
* *Identify how and what information may be provided to the family, parents, the Additional Provider, the Contractor and the Home School.*

Ensure both parents and school are notified as soon as practicable in line with the DET Policy regarding student attendance. For more information see: <https://edugate.eduweb.vic.gov.au/sites/i/Pages/production.aspx#/app/news/detail/1566/> |  |  |  |
| Training and Assessment Strategies |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 1.2)**Strategies for training and assessment meet the requirements of the relevant Training Package or accredited course and are developed in consultation with industry stakeholders.***Responsibility Matrix to include the following:**** *Identify the process for developing the Learning and Assessment Strategies for each qualification delivered*
* *Participation of the Home School, the Contractor and the Additional Provider should be clearly identified*
* *Identify whose responsibility and the process for consulting with Industry/Enterprises to ensure the Assessment Strategies are consistent with Industry/Enterprise requirements*
* *Identify quality assurance mechanisms*
* *Ensure that each of the following are consistent with the qualification requirements and adequate to deliver a quality educational experience for students:*
* *Staff*
* *Facilities*
* *Equipment*
* *Training Materials*
* *Assessment Materials*
* *Identify which items the Home School, the Contractor and the Additional Provider (as a subcontractor) will be responsible for providing and assuring*
* *Identify relevant policies and procedures to be followed*
* *Specify process for version control of learning and assessment materials*
* *Where an Apprenticeship/Traineeship Training Contract is in place, identify the responsibility for developing, documenting, implementing and monitoring individual Training Plans, and*
* *Specify the forms to be used.*
 |  |  |  |
| Assessment Strategies |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 1.5)**Assessment, including Recognition of Prior Learning,1. meets the requirements of the relevant Training Package or accredited course
2. is conducted in accordance with the principles of assessment and the rules of evidence
3. meets workplace and, where relevant, regulatory requirements.

***Responsibility Matrix to include the following:**** *Identify graded assessment requirements as negotiated with the Home School*
* *Identify relevant policies and procedures to be followed*
* *Identify who is responsible for preparing the assessment materials*
* *Identify validation processes for assessment strategies including:*
* *reviewing, comparing and evaluating the assessment processes, tools and evidence contributing to judgements made by a range of assessors against the same competency standards at least annually; and*
* *documenting actions taken to improve the quality and consistency of assessment.*
* *Identify the staff from the Home School, the Contractor and the Additional Provider who will be involved in the validation*
* *Identify when the validation activities will occur*
* *Specify the procedures for management of assessment materials.*
 |  |  |  |
| Management and Communication |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 3.1-3.2)**The RTO uses a systematic and continuous improvement to the management of operations and monitors training and/or assessment services provided on its behalf to ensure that they comply with all aspects of the AQTF Standards.***Responsibility Matrix to include the following:**** *Identify the requirements for the Quality Assurance Processes, including frequency of visits, reviews or audits, and*
* *Identify the accountability for structured workplace learning management and record keeping.*
 |  |  |  |
| Marketing and Advertising |  |  |  |
| **AQTF Requirement (Refer to Condition 8 of Reg’n)**The RTO must ensure that its marketing and advertising of AQF qualifications to prospective clients is ethical, accurate and consistent with its scope of registration. The Nationally Recognised Training logo must be employed only in accordance with its conditions of use.***Responsibility Matrix to include the following:**** *Identify the responsibilities for developing and approving marketing and advertising material*
* *Identify the relevant policies and procedures, and*
* *Identify who has responsibility for approving advertising and marketing material.*
 |  |  |  |
| Insurance Cover |  |  |  |
| **AQTF Requirement (Refer to Condition 4 of Reg’n)**The RTO must hold insurance for public liability throughout its registration period.***Responsibility Matrix to include the following:**** *Identify the responsibilities for ensuring adequate and appropriate insurance cover is maintained.*
 |  |  |  |
| Issuing AQF Qualifications and Statements of Attainment |  |  |  |
| **AQTF Requirement (Refer to Condition 6 of Reg’n)**The RTO issues qualifications and Statements of Attainment to persons it has assessed as competent in accordance with the AQTF Standards.***Responsibility Matrix to include the following:**** *Identify the responsibility for issuing AQF qualifications and Statements of Attainment*
* *Identify the relevant timelines, and*
* *Identify the process for distributing to students.*
 |  |  | ***NB: The Lead RTO will ALWAYS be responsible for issuing AQF qualifications and Statements of Attainment*** |
| 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.

Detail arrangements between the school and the contracted provider to meet the school’s student welfare responsibilities, including contact with students, particularly where they may be with the contracted provider for an extended period.***Responsibility Matrix to include the following:**** *The responsibilities of the school and contracted provider in respect of each of the arrangements. Refer to the Victorian School Policy and Advisory Guide for additional information about curriculum safety standards.*
 |  |  |  |
| **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>  |  |  |  |
| **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. |  |  |  |