# MEMORANDUM OF UNDERSTANDING

# FOR CLUSTER SCHOOLS (MOU)

Between

## [Lead School Name] & [Cluster School Partner Name]

## *Add additional school names if there is more than one partner school within the Cluster Arrangement*

This Memorandum of Understanding (MOU) relates specifically to the relationship between Your School Name (‘The Lead School’) and Cluster School Name (‘The Partner School or Schools’).

This MOU is designed to capture detailed operational agreements and to provide a shared understanding of Cluster Partnership arrangements to support quality OSHC service delivery.

Cluster school partnerships should include ongoing governance arrangements for the OSHC service. It is recommended that the lead school establishes a sub-committee for the service with cluster partner schools represented. The MOU will form the basis for subcommittee agenda items relating to OSHC service governance and a shared cluster commitment to the provision of a quality OSHC service for all school community members within the arrangement. This will include each partner school seeking feedback from their own school community about their impression of the quality of the service so that this can be shared with the lead school and collectively communicated to the OSHC provider. (If an OSHC service is based at a community facility it may be appropriate to include a facility representative in the OSHC sub-committee membership)

*For contractual obligations relating to the Department of Education and Training (‘The Department’) please see the School Licence Agreement.   
[This only applies if the service is being run by a third party provider on the site of either the lead school or a cluster partner school. Delete if this is not the case.]*

**Your School Name and Address (Lead School) and Cluster School Name (Cluster School’s Address) *LIST ALL SCHOOLS AND ADDRESSES IF MORE THAN ONE CLUSTER PARTNER*, hereby agree to work collaboratively to deliver an Outside School Hours Care (OSHC) program (‘the Program’) that:**

* Provides quality education and care to children.
* Promotes access to the workforce within the school community.
* Operates to the mutual benefit of the School and the OSHC Provider.
* Plans for expansion and works towards being financially viable and sustainable
* Makes appropriate use of the funding made available as part of the Outside School Hours Care Establishment Grant Initiative.

*[The Lead School and Cluster Partner Schools may delete or add additional entries to the Agreements section as suits the requirement of this specific cluster arrangement.]*

## Agreements

1. **Use of funding**
2. Any purchases of equipment made using grant funding will be, and will remain, the property of the Lead School. The Lead School will permit reasonable access to such equipment to the OSHC Provider for the purposes of operating the service. The Lead School will negotiate storage access if a partner school or community facility is hosting the OSHC service on their site.
3. The OSHC Provider is responsible for acquitting its spending to the Lead School, and must keep appropriate and accurate records, receipts, or other evidence of expenditure.
4. The Lead School has the responsibility of acquitting funds related to grant funding to the Department.  (If the service is being hosted at a cluster partner site; the lead school may agree to host school expenditure in support of the OSHC service. Host schools must provide evidence to the lead school for reimbursement from the grants budget.
5. The OSHC Provider should not make purchases with the expectation of reimbursement from grant funding without receiving approval to do so from the Lead School Principal in line with the budget submitted as part of the grant application process. *(Lead Schools must contact DET central regarding grant budget variations)*

1. **Access to and use of space**

*This section relates to the physical site of the OSHC program. It covers access to rooms used for OSHC program, storage, cleaning, and kitchens.* ***In some Cluster arrangements the OSHC program may be hosted at a Cluster Partner School (host school) site or at a community facility***

1. **Entry and exit**
2. All Cluster partner schools must consider end of day transition arrangements to support student access to the OSHC service. This is critically important for schools whose students may need to be walked to or transported to the OSHC service. The lead school will need to support all cluster schools in negotiating these arrangements including the potential of grant funding covering the cost of transportation or OSHC staff increasing work hours to cover travelling to cluster partner school sites to pick up and supervise students prior to the official start of the OSHC service.
3. The host school or community facility must supply appropriate number of keys and fobs to OSHC Provider staff in line with requests by the OSHC Provider.
4. The OSHC Provider must notify the host school if they require more keys or fobs.
5. The host school should provide information to OSHC Provider staff on key use and policies.
6. OSHC Provider will allocate keys in accordance with the host school or community facility’s policy.
7. The OSHC Provider is responsible for lost or damaged facility keys and fobs.
8. Keys and fobs must be able to access all relevant OSHC spaces in the before-school-care program, after-school-care program, and school holiday program.
9. The OSHC Provider is responsible for responding to any alarm triggers as per school or facility policy.
10. The OSHC Provider is responsible for ensuring all doors are locked before leaving the facility unless alternative arrangements are made by the school or facility contact.
11. The School or facility contact is responsible for informing the OSHC Provider about any changes and access requirements to school or facility spaces.
12. Clear instructions and signage must be visible/present at parent access areas.
13. The OSHC Provider must notify the School of any access issues when they arise.

**2.2 Storage**

1. The School must supply appropriate storage space for the OSHC Provider in an accessible location on-site. (This may need to be negotiated by the lead school if a Cluster partner school site or community facility is to host the OSHC service)
2. The Lead School must ensure that lockable storage space is provided onsite.
3. The OSHC Provider should notify the Lead School if more storage space is required, and all parties involved in the cluster should work collaboratively to identify appropriate space.

**2.3 Shared spaces**

*These spaces will be those identified during the EOI process and captured in the licence agreement between the provider and the Lead School. In a cluster arrangement these spaces may be on a Cluster Partner School site or community facility site. Facility plans and dimensions must be provided to the selected OSHC third party provider to support their application to QARD for service approval. The lead school will need to negotiate access to shared spaces and deep cleaning if the service is to be delivered offsite*.

1. Host School or community facility spaces used for OSHC must be licensed and registered by the OSHC Provider, including kitchen spaces.
2. The Host School or community facility must provide appropriate kitchen or food handling facilities.
3. The OSHC Provider must have an appropriate food handling and safety licence.
4. The Host School or community facility must supply appropriate fridge or shared fridge space, unless agreed otherwise.
5. In line with School Licence Agreement, the Host School or community facility is responsible for all deep cleaning (including cleaning toilets, disposal of all rubbish, window cleaning, steam cleaning etc).
6. In line with School Licence Agreement (between the Lead School and OSHC Provider), the OSHC Provider is responsible for surface cleaning only, including cleaning any spills or mess created during the day (e.g. liquid on floor, wiping down benchtops etc).
7. Shared spaces must be left in the condition they were found.
8. The OSHC Provider is to use their own cleaning materials for surface cleaning.
9. **Access to and use of school resources**

*This section relates to the shared use of IT, individualised student equipment and extracurricular facilities.* *(In cluster arrangements the lead school will need to negotiate access IT and additional onsite resources. In situations where there is no or limited access to IT and additional resources; the Lead School should utilise the OSHC grant provided to purchase the relevant equipment for use by the third party provider as part of establishing a viable OSHC service)*

1. The Lead School must ensure that the OSHC Provider has access to internet and Wi-Fi.
2. The Lead School must ensure that the OSHC Provider has access to a printer and photocopier with printing code access.
3. The Lead School will send the OSHC Provider an invoice to pay for use of printer and photocopier (e.g. via user code).
4. The OSHC Provider may negotiate permission to use the Host School’s extra-curricular facilities where appropriate. (This may not be possible at a community facility site)
5. The OSHC Provider is responsible for any costs incurred for damage of Host School or community facilities or equipment during program operation.
6. **Access to student information**

*This section relates to accessing and sharing student information between Cluster Schools and* *the OSHC Provider.*

* 1. Cluster School staff are responsible for communicating daily updates as they relate to student wellbeing and engagement to an OSHC educator during the transition between school and the After-School Care program. (The transition process and policy should be clearly identified prior to the commencement of the OSHC service. In cluster arrangements this is especially relevant in locking down processes for the supervision, transport, and hand over of non-host school students into the care of OSHC staff each day.)
  2. The OSHC Provider should notify the relevant Cluster Partner School if there are issues with daily updates.
  3. Cluster School Staff and the OSHC Provider will communicate daily about student absences or changes to student attendance (e.g. a student leaves school early). Where possible, this may include information about parent/carer pick-up contact and estimated time. (It is highly recommended that each Cluster School nominates a key school point of contact for OSHC service staff relating to student attendance – in most cases this will be a front office staff member who has oversight of daily student school attendance)
  4. Where behavioural concerns or issues related to student wellbeing arise during the OSHC program, the OSHC Provider should notify the School. (It is highly recommended that each Cluster School nominates a key school point of contact for OSHC service staff relating to student wellbeing – in most cases this will be a member of the school leadership team who has oversight of student wellbeing and welfare)
  5. The OSHC Provider and all Cluster School members should follow requirements of the Child Information Sharing Scheme.
  6. Any serious incidents that meets the threshold to be notified to QARD should be notified to the School Principal or delegate.
  7. Parents and families must authorise release of information and ongoing information sharing between each Cluster School and the OSHC Provider, either on a case-by-case basis or through a consent form. (This may include copies of medical management plans, immunisation history, behaviour support plans and documents to support custody and access arrangements if relevant.)
  8. Assuming appropriate consent is in place, each Cluster School is responsible for updating the OSHC Provider about changes to student health and care (for example changes to medication, changes at home). (This may be School front office staff in relation to medication and a member of the school leadership team in relation to student welfare).
  9. OSHC Provider staff may communicate relevant updates (e.g. behavioural changes, relevant incidences) to the relevant Cluster School.
  10. The OSHC Provider is under no obligation to notify the relevant Cluster School of any mandatory reports.

1. **Parent and carer communication**

*This section relates to how the OSHC Provider and each Cluster School Partner communicates with parents and carers* *about the OSHC program and students enrolled in the program.*

* 1. Promoting the OSHC program is a shared responsibility. All Cluster Schools have a role in ensuring parents and carers have access to information about the OSHC program via school newsletters, brochures/pamphlets, and other regular communication channels (e.g. Compass) including new student enrolment processes and events (e.g. Foundation transition days)
  2. All Cluster Schools should notify the OSHC Provider in advance of any school activity or event where promotion might be useful (e.g. expo or information night).
  3. Simple enquiries about the OSHC program, such as those that relate to payment, opening hours or location, can be dealt with by School front office staff.
  4. Enquiries about the OSHC education program (e.g. activities, structure etc) are to be directed to OSHC Provider staff. Most OSHC providers will supply a mobile phone to their key staff to facilitate communication with parents and carers regarding the OSHC program.
  5. The OSHC Provider is responsible for enrolling students in the program. However, each Cluster School has a role in ensuring consent is sought and approved from parents/carers before releasing any information to the OSHC Provider about the student.
  6. The OSHC Provider must have approval from all Cluster School Partners before circulating any information or communication to whole school communities.
  7. The OSHC Provider can circulate information and communication to enrolled parents and carers without each School's approval, specifically as it relates to program information.
  8. In the event that a student is late or classified as a 'non-arrival', the OSHC Provider will follow its own policy and “failure to arrive procedure” to manage this situation.
  9. The OSHC Provider is responsible for managing any ongoing challenges or issues with parents and carers. However, the OSHC Provider should seek the consul and support of the relevant Cluster School if appropriate.
  10. Any decisions relating to enrolment or exit of the program are at the discretion of the OSHC Provider. However, the OSHC Provider may work collaboratively with the relevant Cluster School to arrive at final decisions if appropriate.
  11. Any complaints or issues raised by parents and carers must be directed to the OSHC Provider, who has the responsibility under the National Quality Framework of resolving these.

Prior to the beginning of Term 2, 2022, [Your School Name], Lead School and [Cluster School Name(s) ], Cluster School(s) will review this agreement to determine future directions of this Cluster Arrangement and supporting MOU.

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| Lead School Principal,  Your School Name: Principal Name | Cluster School Principal:  Cluster School Name: Principal Name |
| Address: <Lead School’s address> | Address: <Cluster School address> |
| Tel: School phone number | Tel: School phone number |
| Email: Email Date: <Insert Date> | Email: Email Date: <Insert Date> |