**Guide to Contract Cleaning**

# Regional Schools

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# Overview

This guide assists regional schools to understand their rights and obligations under the regional school cleaning model and the relationship between the Department of Education and Training (the Department), Schools and the cleaning Service Providers.

The Department’s objectives for the delivery of cleaning services in Victorian government schools are:

* quality and consistent services in schools
* clean and safe schools for school students, staff, parents and visitors
* compliance by service providers with workplace laws, cleaning awards and safety standards.

This guide includes information on:

* the [Department’s School Cleaning Panel](#_2._School_Cleaning);
* the [Department’s online cleaning contract Management system, DETclean](#_3._DETclean);
* the process for [procuring cleaning services](#_4._Procuring_Cleaning);
* processes for [managing](#_5._Managing_the) and [varying](#_6._Variations_to) existing contracts;
* [performance management](#_7._Performance_Management) of cleaning Service Providers.

The [Frequently Asked Questions](#_8._FAQs) (FAQs) section is also included at the end of the document.

***Disclaimer:***

* This guide is only intended for regional Victorian government schools. Metropolitan Melbourne Victorian government schools are under an area-based model, which commenced on 1 July 2018. Under the area-based model, each Melbourne school sits within one of eight cleaning areas, each serviced by a single service provider under a contract administered by the Department.

*For information on cleaning arrangements in metropolitan schools, please see:* [*Cleaning Metropolitan Schools.*](https://edugate.eduweb.vic.gov.au/sites/i/Pages/School.aspx#/app/content/2338/support_and_service_(schools)%252Fschool_facilities_management%252Fmanage%252Fcleaning_metropolitan_melbourne_schools)

* Please note that the DETclean software system does not apply to schools that use the Asset Information Management System (AIMS) that was introduced in 2021.

# School Cleaning Panel

The Victorian School Building Authority’s (VSBA) School Cleaning Unit manages the Department’s School Cleaning Panel (Panel). The Panel provides eligibility to members to tender for future cleaning contracts in regional Victorian government schools.

Cleaning service providers on this Panel have satisfied several criteria, including:

* current Working with Children Checks (WWCC);
* sound practices to promote occupational health and safety;
* correct payment of wages and entitlements to employees.

Cleaning service providers seeking to clean Victorian regional government schools must have approved Panel status. To become a panel member, providers must submit an online application via the [Department’s Panel Application Portal.](https://cleaningapplication.eduweb.vic.gov.au/home)

Applicants must demonstrate:

* sound practices to promote occupational health and safety;
* sound practices in human resource management;
* compliance with relevant industrial awards/instruments;
* ability to effectively manage contractual commitments;
* ability to provide client focused services;
* ability to provide evidence of compliance with annual self-audit requirements.

Once granted Panel status, providers must submit annual self-audits to demonstrate ongoing compliance with the terms and conditions of the Panel.

The School Cleaning Unit is responsible for assessing applications and assurance of Panel members’ ongoing compliance with the terms and conditions of the Panel.

Schools are responsible for engaging cleaning service providers with approved Panel status. Schools can use the Department’s online contract management system [DETclean](https://detclean.eduweb.vic.gov.au), to search for approved providers. Refer to [Section 3](#_3._DETclean) for information on DETclean.

# DETclean

DETclean is the Department’s online school cleaning contract management system developed to help both regional schools and cleaning Service Providers manage their cleaning contracts.

It provides schools with:

* a tool to find approved cleaning service providers
* a tool to submit performance reviews on cleaning service providers
* the ability to upload and store contract data information
* the ability to modify contracts such as extensions, variations and terminations.

Cleaning service providers use DETclean to submit annual self-audits to demonstrate compliance with the relevant award rates, industrial minimums and other terms and conditions of the Department’s School Cleaning Panel Agreement.

Schools should refer to the *DETclean User Guide for Schools* available on [DETclean](https://detclean.eduweb.vic.gov.au), for more information on the functionalities of the DETclean system.

Schools that require assistance accessing or navigating the DETclean system should contact the School Cleaning Unit on cleaning@education.vic.gov.au or phone 1300 415 453.

**Accessing DETclean**

Schools can access DETclean via: [http://DETclean.eduweb.vic.gov.au](http://eduClean.eduweb.vic.gov.au).

The DETclean User Guide for Schools is available on DETclean. The user guide assists schools in understanding the DETclean functionalities and the online processes to complete all of the steps required to engage a cleaner, manage the contract, extend, vary or terminate the contract.

The tabs in DETclean consist of the following:



**Overview** tab provides a high-level review of outstanding contract requirements and a history of recent cleaning contracts. It also provides schools with a function to search for approved Panel members. The ‘Supporting Documents’ section at the bottom of this tab contains useful guides and templates.

**Facilities** **profile** tab provides easy access to your School Facilities Profile reports.

**Contracts** tab displays your current and expired cleaning contracts.

**New contract** tab allows schools to upload a new contract.

**Performance** tab allows schools to conduct an annual performance review of their provider.

**Performance history** tab provides past performance ratings of any cleaning service providers previously contracted to your school.

**User permissions** tab allows principals to delegate multiple users to access to DETclean and editing rights from a list of staff within the school.

# Procuring Cleaning Services

## A. Understand needs

Before engaging the market, schools should:

* understand the School Council Agreement;
* review and check that facility reports are current and accurate; and
* review existing cleaning scope and schedule

**School Council Agreement**

The Department recommends regional school councils engage cleaning Service Providers under the [School Council Agreement for the Provision of Cleaning Services](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/School%20Council%20Agreement%20-%20Provision%20of%20Cleaning%20Services.docx) (School Council Agreement). School Councils should endeavour to avoid entering into supplier standard form contracts.

The School Council Agreement defines the responsibilities and duties of the Service Provider.

The [School Council Agreement](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/School%20Council%20Agreement%20-%20Provision%20of%20Cleaning%20Services.docx) and [guide to its completion](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/Guide%20to%20Completion%20-%20School%20Council%20Agreement%20-%20Provision%20of%20Cleaning%20Services.pdf) are available on DETclean or on the Department’s Legal Service [contracts and template suite.](https://edugate.eduweb.vic.gov.au/sites/intranet/Services/Legal-Services/Pages/Contract-Templates.aspx)

For queries about the Agreement or its guide, please contact the Department’s Legal Division: legal.services@education.vic.gov.au or (03) 9637 3146.

**Facility reports**

Schools should review the following school facility reports prior to engaging the market:

* School Asset Management System (SAMS) plan;
* Building and Room Report; and
* Cleanable Area Report.

Schools can download facility reports from the [Schools Facilities Profile website](https://www.eduweb.vic.gov.au/schoolfacilitiesprofile/SFPW3.aspx).

To access the files:

1. Login to the SFPW website.
2. Enter the four-digit school number.
3. On the left-hand side menu, click on ‘Reports and Plans’.
4. In the main area of the screen, scroll down to the ‘Specialist Files’ and ‘SAMS Plans’ sections.

Locate the reports titled:

**SA\_Sxxxx\_Cxx\_BuildingAndRoomReport.xlsx
SA\_Sxxxx\_Cxx\_CleanableAreaReport.xlsx
ZXXXXXX.pdf**



Schools that do not already have access to the School Facilities Profile website can request access via email: prms21@education.vic.gov.au. It is important that principals familiarise themselves with these plans and reports, which should be kept updated at all times.

**Changes to reports**

* Schools are responsible for notifying the SAMS plan team (which sits within the Information and Analysis Unit of the VSBA) when changes to school facilities have been made;
* Changes to school facilities include removal or addition of spaces as well as any changes to the physical configuration of use of spaces;
* The SAMS Plan team is responsible for updating school asset drawing information;
* To request an update to a SAMS plan, schools should mark up their current SAMS plan with the changes and send a copy to the SAMS team via email to sams@education.vic.gov.au. For more information, please see the [School Asset Drawing Changes Checklist.](https://www.eduweb.vic.gov.au/schoolfacilitiesprofile/SFPW3DownloadFile.aspx?Type=GeneralFile&Other=SchoolAssetDrawingChangesChecklist%20VER%202.pdf)
* Schools should allow 3 – 4 weeks for drawings to be updated;
* Schools should also check the Building and Room Report and the Cleanable Area Report for accuracy;
* For questions about Building and Room Reports or Cleanable Area Reports, schools should contact the VSBA Information and Analysis Unit via email: vsba.information.and.analysis@education.vic.gov.au.

**Cleaning scope & schedule**

Lastly, Schools should review their existing cleaning schedule and scope and consider whether any changes should be made. Schools should complete the [School Council Cleaning Checklist](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/School%20Council%20Cleaning%20Checklist.docx) to set out tasks to be completed daily, weekly, throughout term holidays and on an annual basis.

300 – 350 square meters per hour is an appropriate ‘rule of thumb’ for the cleaning of public spaces.

Refer to [Section D](#_D._Develop_Request) for more information on developing a cleaning scope & schedule.

## B. Budget

Before engaging the market, the school council should establish a budget for cleaning. The Student Resource Package (SRP) cleaning allocation will inform deliberation of a budget, as will the scope of cleaning and the area to be cleaned. Schools are advised to treat this information as commercially sensitive to attract competitive quotes from service providers. It is important to remember that cleaning Service Providers have different costing models than standard service providers, such as the cleaning service levels, frequency of the service, and profit margins that may influence the fee structure.

Schools should consider the appropriate contribution for cleaning costs from any community use of school facilities, given that these activities may increase the cleaning burden and wear and tear on the facility. Such arrangements may be subject to a formal agreement such as a license, hire or community Joint Use Agreements.

**SRP funding**

The school infrastructure section of the SRP includes funding for cleaning categorised as contract cleaning normal and low use. This should be checked against the school’s Cleanable Area Report to ensure the funding provided matches the current normal and low use areas. For more information on funding for contract cleaning, please see: [Contract cleaning (Reference 28)](https://www2.education.vic.gov.au/pal/student-resource-package-srp-school-infrastructure/guidance/contract-cleaning-reference-28)

## C. Determine Market Approach

It is important to estimate the total cost of the contract, as this will determine the procurement threshold and thus the minimum requirement for market engagement (i.e. the minimum number of quotes or a public tender process):

|  |  |
| --- | --- |
| Procurement Thresholds\* (GST inclusive) | Minimum Market Approach  |
| ≤ $2,500  | One quote (either verbal or written)  |
| > $2,500 and ≤ $25,000  | One written quote  |
| > $25,000 and ≤ $150,000  | Three written quotes to be sought  |
| > $150,000  | Tender process  |

\*The Procurement threshold is the value of the entire contract (including any additional year options).

***Example****: A school estimates their cleaning services costs will be approximately $40,000 (GST inclusive) per year. The school is seeking a three-year contract with two x 12-month options. The estimated cleaning contract value will be $200,000. As this falls in the procurement threshold of > $150,000, the school is required to undertake a tender process.*

For a full list of templates and forms available against each threshold, please refer to the [Schools Procurement Procedure](https://edugate.eduweb.vic.gov.au/edrms/PD/SPP/Schools%20Procurement%20Procedure%20Document.pdf).

Schools that wish to undertake a different market approach must have a valid justification and seek appropriate approvals first. Please refer to [Section I: Exemptions](#_I._Exemptions) for further information.

## D. Develop Request for Quote/Tender DocumenTation

Schools must use the Department’s Quote or Tender template to develop documentation. Additional forms may be required. Please refer to the [Schools Procurement Online Portal](https://edugate.eduweb.vic.gov.au/sites/i/pages/production.aspx#/app/content/2089/support_and_service_(schools)%252Fprocurement,_funding_and_travel%252Fprocurement%252Fprocurement_procedure) and the [Procurement Tools and Templates](https://edugate.eduweb.vic.gov.au/sites/i/pages/production.aspx#/app/content/2987/support_and_service_(schools)%252Fprocurement,_funding,_travel_and_gifts%252Fprocurement%252Fschools_procurement_tools_and_templates) for more information.

In the Quote or Tender documentation, Schools should include the scope and cleaning schedule based on the school’s specific requirements. Schools should use the [School Council Cleaning Checklist](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/School%20Council%20Cleaning%20Checklist.docx) and include a copy of their school’s SAMS Plan, Cleanable Area Report, and Building and Room Report as part of the scope documentation.

When developing a Request for Quote or Tender, Schools are recommended to include a clause within the scope that states that the final engagement of the successful provider will be subject to the final approval of the bidder. This allows the School to reject the bid should the Service Provider fail to receive approved Department School Cleaning Panel status.

**Develop scope and cleaning schedule**

It is important to consider the different cleaning needs and the frequency of cleaning requirements for different areas within the school when developing a cleaning scope and schedule.

The following factors should be considered when developing a cleaning schedule:

* Principals need to identify types of use and needs for cleaning; be rigorous in identifying areas or spaces within the school and their frequency of use;
* It is the overall responsibility of the principal to ensure the school site complies with Occupational Health and Safety (OHS) legislation as outlined in the Occupational Health and Safety Act 2004 and Occupational Health and Safety Regulations 2017;
* The principal should ensure that cleaning service providers understand and regard the OHS requirements and the school’s OHS policy as a priority;
* Further information on OHS standards and requirements in a school environment is outlined on the Department’s OHS Management System, particularly the Contractor Management section;
* Toilets, kitchen, eating areas and sick bays should be prioritised to be cleaned daily to maintain a high level of presentation and hygiene at all times and to prevent the possibility of infection occurring;
* The principal should consider the specific needs of their staff and students with disabilities;
* The balance of school spaces that do not fall under the OHS or hygiene categories should be carefully considered by their use and therefore differentiated cleaning requirements
* Identifying suitable performance management key performance indicators (KPIs) to use to assess Service Provider performance.

When developing the Tender or Quote’s scope and the selection criteria to evaluate proposals received, the following should be considered:

* **Quality and value**: Weigh up all elements of the bidders’ proposal—the cheapest offer is not always the best choice. The quality of service and value for money should be of high consideration in the decision-making process. Therefore, it should be weighted heavily in the Tender / Quote selection criteria.
* **Fees adjustment**: Allow for Consumer Price Index (CPI) price increase and minimum wage increases in multiple-year contracts, noting that a service provider’s price should not increase outside your Agreement unless agreed by both parties in writing.
* **OHS**: Ensure that the cleaning service provider can demonstrate, through relevant documentation, safe systems of work for their employees and that their activities at the school will not have an adverse effect on people who would normally occupy the school property, such as staff, students and visitors.
* **Professional relationship**: Given the possible long-term relationship with the successful service provider, it is important to select a provider with sound and professional customer service skills

## E. Release Quote or Tender

When releasing the Tender/Quote, it is important to attach the [School Council Agreement for the Provision of Cleaning Services](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/School%20Council%20Agreement%20-%20Provision%20of%20Cleaning%20Services.docx) with the document. This allows potential bidders to know the basis of their engagement should they be successful in the process.

The Tender or Quote should be made open for a minimum of 10 business days.

**Following** the release of the request for tender or request for a quote, Schools can inform Service Providers about the opportunity. Schools can use DETclean to find cleaning Service Providers that hold approved Panel status. Under the ‘Overview’ tab, Schools can either use the:

* **‘Find an approved cleaning contractor’** function to check if a specific cleaning Service Provider already has approved Panel status by searching via business name or Australian Business Number (ABN); or
* **‘Find an approved cleaning contractor in your area’** function to generate a list of approved cleaning Service Providers in a specific Local Government Area (LGA).

Schools that require help navigating the DETclean system should contact the School Cleaning Unit at cleaning@education.vic.gov.au for assistance.

If a school wants to inform a Service Provider about the opportunity that is not part of the Panel, they can do so on the proviso that they are approved by the Department before signing a contract with them.

**Site Visits**

It is recommended to organise a site visit for the interested bidders. This should be organised within 3-5 business days from the release of the Tender or Quote. Refer to [Section F](#_F._SITE_VISIT) for more information.

**Specific considerations for multi-campus schools**

The above procurement thresholds will also be relevant for multi-campus schools as the larger budget allocation will be inclusive of each school’s campuses. Multi-campus schools may choose to use the same Service Provider or different Service Providers to clean each site.

**Fair Work Australia**

The Department supports fair work practices; therefore, Principals should review the pricing structures contained in tenders or quotations, ensuring that quoted prices reflect the likely cost of service provision, according to the relevant award cleaning rates, and the time the cleaning is likely to take. Schools can use the [Cleaning Services Award Pay Guide](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKEwjz6fze-PvuAhXOyzgGHUhkA_sQFjAAegQIAxAD&url=https%3A%2F%2Fwww.fairwork.gov.au%2FArticleDocuments%2F872%2Fcleaning-services-award-ma000022-pay-guide.pdf.aspx&usg=AOvVaw1L0QqqVBnU-C7fr63Zrx0e) to find the current minimum hourly rates of pay. More information can be found on the [Fair Work Australia](https://www.fairwork.gov.au/) website.

## F. Site Visits

Schools may wish to conduct a site visit for all interested cleaning Service Providers to inspect the areas to be cleaned. Site visits should be arranged within 3-5 business days from the release of the Tender or Quote.

Schools may wish to include something along with the below in their Tender or Quote scope:

***MANDATORY TENDER SITE INSPECTION***

*1.1. Attendance at this meeting is mandatory. Tenderers are required to attend a site inspection meeting on* ***[DDMMYY]*** *at* ***[Time].*** *The location of the meeting is at* ***[Address].***

*1.1.1. The meeting will provide Tenderers with the opportunity to clarify any uncertainties with the school prior to the closing of the tender.*

*1.1.2. The contact person regarding this inspection meeting are Mr/Ms* ***[Last name]*** *on* ***[Contact number]*** *or email* ***[Email address].***

*1.1.3. Please confirm with the ‘contact person’ nominated above your attendance at this meeting no later than 12 noon on* ***[DDMMYY]****.*

*igh1.1.4. Failure to attend this site inspection will render the Tenderer ineligible to tender.*

## G. Evaluation of proposal

**Evaluate quote/tender submissions against selection criteria**

Following the closing of the Tender or Quote, the school must evaluate offers received using the [Evaluation Matrix](https://edugate.eduweb.vic.gov.au/edrms/PD/PT/A5%20Evaluation%20Matrix%20v1.xls). Evaluation of proposals should be done against Tender/Quote selection criteria.

When evaluating offers, the following key factors need to be taken into consideration:

* The responsibilities of the cleaning Service Provider are set out in the Tender/Quote’s scope of requirement and cleaning schedule, ensuring that Tenderers have indicated that they agree to the scope.
* Ensure that the Tenderers have agreed to the terms and conditions of the Agreement. If any of the shortlisted Tenderers request contractual departures, it is important to contact the Department’s Legal Division for advice on the appropriate action to take.
* Ensure that cleaning Service Providers understand that they are responsible for employing cleaners according to the applicable award or enterprise agreement, including the payment of wages, superannuation, and relevant employee entitlements.
* Service Providers also need to demonstrate compliance with legislative and applicable award rates on an ongoing basis. As the applicable award changes, cleaning Service Providers must ensure compliance.
* Ensure that rates include wages and entitlements applicable to the work to be completed and subject to Consumer Price Index (CPI) increase over the contract lifecycle.
* Check required documentation such as insurances, Working with Children Check (WWCC), Australian Business Number (ABN) status and referees. Refer below for more details.

**Public Liability Insurance**

* All Service Providers must have Public Liability Insurance in an amount no less than $10 million. The policy must be current and be with a reputable insurer. Schools should not enter into a contract with any cleaning Service Providers that cannot produce evidence of current public liability cover. For more information, please refer to the Policy and Advisory Library page on [Contractors – Insurance and Contract Arrangements.](https://www2.education.vic.gov.au/pal/contractors-insurance-contract-arrangements/policy)
* The Department arranges public liability insurance with the Victorian Managed Insurance Authority on behalf of sole traders who have difficulty in obtaining insurance. The sole trader must have no employment other than the work they carry out at Victorian government schools.

**Australian Business Number (ABN)**

* All cleaning Service Providers are to have active and current registration of an Australian Business Number (ABN). Schools should use the website [ABN Lookup](http://abr.business.gov.au/) to ensure that a provider has a current registration and their Goods and Services Tax (GST) status. Businesses are only required to register for GST if their business has a GST turnover of $75,000 or more per annum.

**WorkCover or Personal Accident and Sickness Insurance**

* Cleaning Service Providers with employees must hold a current Victorian WorkCover insurance policy unless a valid exemption applies. Further information regarding this can be found at the [Victorian WorkSafe website.](https://www.worksafe.vic.gov.au/do-i-need-register-workcover-insurance)
* Sole trader/partnership contractors who work up to two two-hour visits daily are covered under a school council’s WorkCover Policy. In order to be eligible, sole trader/partnership contractors must have no other engagement other than the work they perform in the Victorian government school.
* Sole trader/partnership contractors who are exempt from WorkCover are encouraged to take out personal accident and sickness insurance.

**Working with Children Check (WWCC)**

* Schools must ensure that all Service Provider’s employees that will be working on the school site have a current Working with Children Check (WWCC). Schools should retain copies of WWCC cards. Schools can confirm the status of a WWCC application or card using the Department of Justice and Community Safety’s [Working with Children Check](https://www.workingwithchildren.vic.gov.au/) website.

**Referees**

* Reference checks are a critical part of the evaluation process allowing for further verification of information given by the Applicant. Schools should use [form A8](https://edugate.eduweb.vic.gov.au/edrms/PD/PT/A8%20Reference%20Check%20v1.docx) (reference check) for this purpose.

**After completion of evaluation**

At the end of the evaluation, the shortlisted Service Provider should be asked to register with the Department’s School Cleaning Panel (if they are not registered). The bidder is required to submit their application online: <https://cleaningapplication.eduweb.vic.gov.au>. The application turnaround time frame is currently 30 days. Once registration is successful, the bidder is required to notify the school.

Once the bidder is accepted on the Panel, the school can proceed to seek approval from the School Council using [Procurement Evaluation Report](https://edugate.eduweb.vic.gov.au/edrms/PD/PT/R6%20Procurement%20Evaluation%20Report%20v1.docx).

Following the approval, proceed with signing the contract with the successful provider (refer to [Section H](#_H._Finalisation_of)). Notify the unsuccessful providers about the outcome using the [Notification to Respondent](https://edugate.eduweb.vic.gov.au/edrms/PD/PT/A10%20Notification%20to%20Respondent%20-%20Unsuccessful%20v1.docx)

For more information about the evaluation process, please refer to the [Schools Procurement Procedure](https://edugate.eduweb.vic.gov.au/edrms/PD/SPP/Schools%20Procurement%20Procedure%20Document.pdf).

## H. Finalisation of the Agreement

Following the School Council approval, the Agreement template should be completed with the successful bidder details. Schedule 1,2, and 3 of the Agreement should be amended appropriately.

Schools must retain an original copy of the completed and signed Agreement and provide the successful cleaning Service Provider with a copy. For future enforcement of contractual terms, it is mandatory that both parties keep a copy of the completed and signed Agreement.

Schools are responsible for uploading new contracts onto their school’s DETclean profile.

Refer to the DETclean User Guide for Schools for instruction on uploading contracts.

Note that fees, once agreed, are **fixed for the term of the Agreement**, however, it is **subject to CPI price rises** as applicable.

## I. Exemptions

The School Cleaning Unit assesses exemption requests for schools that are unable to engage a service provider from the Department’s Cleaning Panel.

The information below outlines:

* the process for this type of exemption request;
* the process managed by the School’s Procurement Branch for where a school requests to engage a Service Provider through a different market approach by way of justification and evidence. The School’s Procurement Branch must be contacted first via schools.procurement@education.vic.gov.au for approval.

**Employing a cleaner directly**

Generally, permission to employ a cleaner is only granted to schools in isolated rural areas or with unique circumstances. Schools that wish to employ a cleaner directly must complete an exemption request using the letter template available on their DETclean profile. The request must be signed by the School Council President and submitted to the School Cleaning Unit for approval via cleaning@education.vic.gov.au.

Exemption requests should be submitted no earlier than three weeks prior to the date of your current contract or exemption expiring. Requests are normally processed within five business days. The School Cleaning Unit assesses all exemption requests and provides approval to schools via a formal approval letter. Approval is provided for a maximum of 12 months. Schools may seek a further exemption prior to the expiry of the initial approval.

If a School Council is approved to employ a cleaner directly via payroll, the School Council must ensure that it fulfils all its legal obligations as the employer of that cleaner, including paying the employment entitlements owed. For example, personal leave and annual leave. As the employer, the School Council will also be responsible for performance management and termination of employment where this is justified.

Schools that require advice on their School Council’s legal rights and obligations regarding employees should contact [Human Resources](https://www.education.vic.gov.au/hrweb/Pages/resources/formsTS.aspx).

For advice on applying for exemptions to employ a cleaner directly, please contact the School Cleaning Unit at cleaning@education.vic.gov.au.

**Different market approach**

The Department recommends schools follow the Schools Procurement Policy to ensure they are getting a competitive service and price. In certain cases where there is a valid justification, a school may seek an exemption from the required go to market approach using the [A12 Exemption Request Template](https://edugate.eduweb.vic.gov.au/edrms/PD/PT/A12%20Exemption%20Request%20Template.docx).

For advice on applying for exemptions to conduct a different market approach, please contact the Schools Procurement Branch via email schools.procurement@education.vic.gov.au.

# Managing the Agreement

## A. terms and conditions

The School Council Representative (that is, a duly authorised representative) should familiarise themselves with the provisions of the contract terms and conditions and the Service Provider’s responsibilities. The contract includes schedules that assist in the contract management process.

Actively managing your cleaning agreement enables the school to get the best service, consistency and value for money from their cleaning Service Provider in order to meet the school’s cleaning needs.

This process should include ongoing performance management and review to promote service quality, managing conflict and routine checks to ensure compliance with the cleaning agreement (see [‘Performance Management’](#_C._Performance_Management) section).

## B. Induction

Before starting the service, schools should ensure all Service Providers are familiar with school policies, timetables, operations, protocols and requirements before the commencement of the contract. This list could include but is not exclusive to working hours, keys, OHS requirements, chemical management, communication book (sign in and issues management), performance management, security issues and risk management.

## C. Initial Phase of the Contract

Compliance with the terms of the cleaning agreement is critical. If a cleaning service provider repeatedly fails to comply with these checks, it is recommended schools seek advice from the Department’s Schools Procurement Branch and Legal Division about the future of the agreement.

Schools should communicate with their cleaning service provider on a regular basis to ensure that expectations are clear, the provider receives performance feedback, and any issues or concerns are addressed in a timely manner.

* Complete an initial review of the cleaning Service Provider’s performance within eight weeks of contract commencement. This ensures that expectations are being met and that any performance issues identified in the initial two months of the cleaning services have been addressed and remedied;
* Conduct routine service checks to ensure baseline compliance with the cleaning agreement;
* Communicate the process for payment of services and introduce the service provider to the member of staff responsible for payments and the procedures involved;
* Both parties to the Agreement must meet on a regular basis to manage the contract efficiently.

## D. Managing Annual Expectations

* Check Working with Children Check cards, including prior to the commencement of any new cleaners on site;
* Check the Service Provider insurance cover annually and retain copies of the provider’s insurance ‘Certificate of Currency’;
* Check evidence of compliance with OHS requirements, such as testing and tagging, chemical management, Personal Protective Equipment (PPE);
* Submit an annual performance review in [DETclean](https://detclean.eduweb.vic.gov.au) (one per calendar year for each service provider cleaning your school).

# Variations to the Agreement

## A. Varying the Value of the Contract

Principals may wish to vary the scope or frequency of cleaning during the life of the contract.

Examples, when a cleaning contract variation could be considered, are:

* a changed use of space;
* a substantial increase/decrease in enrolments;
* a substantial building project that adds/removes buildings from the site.

It is important for schools to understand that within the contractual relationship, such variation to the cleaning duties or requirements constitutes a variation to the cleaning agreement. Therefore, the variation can only occur with the Agreement of both the School Council and the Service Provider.

Schools may also need to respond to requests from cleaners to a contract variation, possibly involving a change to the cost or scope of the cleaning. If any part of the contract is to be varied, a [***Deed of Variation***](file:///C%3A/Users/09705232/Documents/Varying%20and%20extending%20contracts/Sample%20Deed%20of%20Variation_CleaningContract.docx)must be signed by both parties to the contract.

The Department encourages schools to work within the confines of their allocated cleaning budget to avoid ongoing renegotiation of the contractual value over the life of the Agreement.

Once a variation has been agreed to, school councils need to document this variation to the original Agreement to ensure that the varied Agreement can be enforced if required in the future. A copy of any contract variation should be uploaded onto DETclean.

## B. Contract Extensions

The School Council Agreement provides the opportunity for schools to enter into cleaning contracts for up to three years.

It also provides the option for school councils to include further additional terms in the contract. We recommend two further one-year terms. This option must be included as an option in the original signed contract to be enforced.

This option is only at the discretion of the School Council, ***not*** at the discretion of the cleaning service provider alone and is subject to good performance by the provider. School Councils are under no obligation to extend the Agreement beyond the original term, even if the Agreement allows for extensions.

Extensions to the Agreement can be agreed to pending successful performance review but **cannot be activated after the expiry date of the contract.**

The decision to a one-year extension must be minuted in School Council meetings and the updated information added via DETclean. Both parties must execute the extension to the contract (cleaning Service Provider and School Council President) by signing a one-page agreement referring to the further term clause in the contract. The extension letter should outline the original end date and new end date as well as any other changes both parties agree to, a template is available in the resources section of the Policy and Advisory Library (search: [Cleaning](https://www2.education.vic.gov.au/pal/cleaning/resources)).

## C. Contract Terminations

In anticipation of the expiry of the Agreement, 12 weeks prior to the expiry, the principal should meet with the Service Provider to discuss the next procurement process and the actions required for the completion of the current Agreement. A formal termination letter should be provided to the cleaning service provider with at least 14 days’ notice. Schools can find a termination letter template on DETclean, under the ‘Supporting Documents’ section.

## D. Managing Conflict

Should the relationship between the cleaning service provider and the School Council deteriorate, the principal should seek to remedy the situation.

* In the first instance, regional schools should seek advice from the School Cleaning Unit on 1300 415 453.
* Where the identified issues are considered more serious and/or require more substantive interventions, schools are advised to contact the Department’s Legal Division legalservices@education.vic.gov.au

Schools have the power to terminate the Agreement for any reason without cause (Section 13 of the School Council Agreement).

Schools should not take this step without:

* having grounds to terminate the Agreement pursuant to the terms of the Agreement, usually due to service performance or quality; and
* considering alternative cleaning arrangements to ensure there is no interruption to cleaning at the school once the Agreement is terminated.

Legal Division can provide advice about:

* whether the Agreement can or should be terminated on the alleged grounds;
* the process for terminating the Agreement correctly, including the provision of adequate notice of termination; and
* how to manage risks associated with termination.

While the DET Legal Division can provide specific information about the process for terminating an agreement, it is important that a school:

* submits a performance review annually on DETclean;
* verbally communicates areas of poor performance which are required to be improved in order for the cleaner to satisfy their Agreement;
* documents examples of poor cleaner performance; and
* documents all subsequent attempts made to communicate its expectation that the cleaner needs to improve its performance and examples of underperformance.

# Performance Management

The School Council Agreement outlines the cleaning service providers obligations, which include (but are not limited to):

* satisfactory cleaning performance of the General Service Obligations—Section 3.2;
* satisfactory WWCC—Section 5 (a) (i);
* satisfactory police record checks—Section 5 (a) (ii); and
* compliance with contractual requirements and the Cleaning Services Award 2020.

## A. Communication

Schools should communicate with their service provider on a regular basis to:

* promote service quality;
* ensure that expectations are clear;
* raise any issues or concerns;
* conduct routine checks to ensure baseline compliance with the cleaning agreement; and
* establish ongoing performance management and review processes.

## B. Formal Meetings

Formal meetings should be recorded to manage the contract efficiently and support future claims:

* review performance with written feedback provided within eight (8) weeks of contract commencement to ensure that expectations are being met and that any performance issues have been addressed and remedied;
* establish a sign in and communication book to ensure issues are identified and attended to as required;
* keep records of poor performance, non-performance or non-compliance with the Agreement;
* provide feedback to the cleaning service provider about the need to rectify any performance deficiencies and prevent their reoccurrence; and
* manage the formal performance review on a periodical basis, not less than twice annually, and provide feedback about cleaning quality, performance and satisfaction levels with cleaning.

## C. Performance Management

**Performance management of cleaning service providers by schools**

The school is expected to:

* provide the cleaner with an opportunity to assess their own performance against the Agreement;
* consider whether the cleaner has responded to ongoing service appraisal and feedback; and
* provide the cleaner with an opportunity to respond to any allegations of under-performance and the factors which may have contributed to this outcome.

## D. Using DETclean to Manage Performance

DETclean provides an industry standard performance management tool for all school administrators to use. The Department expects schools to submit an annual performance review on their cleaning Service Provider’s performance. Further detail on how to complete a performance review can be found in the School’s User Guide to DETclean.

## E. Annual Self- Audit by Cleaning Service providers

The provision for vendors to comply with annual audit requirements is included in both Department Panel Agreement clause 9.1(b) and School Council Agreement clause 3.2 (refer to ‘c’ and ‘f’).

All cleaning Service Providers are required to complete an annual self-audit on performance and compliance, including proof of applying the correct wages and entitlements in line with the *Cleaning Services Award 20*20. The requirements comprise of:

* compliance with industry standards;
* compliance with Department requirements;
* safety and security;
* updating Working with Children Checks (WWCC);
* Public Liability and WorkCover insurance policies; and
* signed Statutory Declaration.

This is a mandatory requirement and will be utilised by the Department to ensure all Service Providers are compliant with all ongoing requirements and that the standard of cleaning is maintained to the required level.

# Frequently asked questions (FAQS)

1. **How long should schools negotiate contracts for?**

The initial cleaning contract should cover a period of no more than three years. In the circumstances where the school is satisfied with their cleaning service provider, the contract may be extended on an annual basis for a further two years if this option is specified in the Agreement. Therefore, the maximum contract period may be up to five years before it is necessary to repeat the procurement process.

1. **Who is responsible for providing cleaning equipment and supplies and how they are stored?**

As stipulated in Section 3.2 (b) of the Agreement, the cleaning service provider is responsible for supplying their own equipment and supplies. The service provider needs to price this into their quote.

The School Council must provide an area where the equipment can be stored on the premises, but it is the cleaning service provider’s responsibility to ensure the safe and appropriate storage of equipment. Refer to Section 19.3 (b) (iii) of the Agreement.

1. **What happens to a school budget if enrolments change?**

School areas are divided into two cleaning categories; cleanable and non-cleanable. Only the areas classified as cleanable will attract funding. These areas are further divided into ‘normal use’ and ‘low use’ and attract different rates of funding dependent on this classification and the school type.

‘Normal use’ area, which attracts the highest rates of funding, is determined by the Department’s cleaning schedules and is driven by a school’s enrolments. The balance of the cleanable area is deemed as ‘low use’ and attracts a lower rate of funding.

Special Development Schools are entitled to a higher rate than other schools, and all cleanable areas are deemed to be normal use. The normal use rate is lower for small schools (under 372m2) however, the entire cleanable area is also considered normal use.

Therefore, a significant increase or decrease in enrolments alters the amount of space considered normal use, which subsequently impacts the low use areas and thus affects the cleaning budget.

Please see the Department’s webpage on contract cleaning for more details about cleaning funding and entitlements.

1. **What happens to a school budget if buildings are added or removed from the property?**

The addition or removal of buildings from the school property impacts the cleanable area of a school. Only changes to enrolment will affect the entitled area.

Schools should refer to the School Cleanable Area Report or contact the SAMS team at sams@education.vic.gov.au to determine if the changes will affect their cleaning budget.

1. **Who is responsible for setting cleaning times and frequencies?**

It is the school’s responsibility to determine when the cleaning should be done and how often each area is to be cleaned. This should be discussed with the service provider and documented in the School Day Cleaning Routine under Schedule 3 of the School Council Agreement for the Provision of Cleaning Services.

1. **There isn’t enough in the budget for cleaning—how does a school improve cleaning costs?**

Principals are encouraged to be rigorous in determining their school’s cleaning requirements and be realistic about the level of cleaning that can be achieved within the budget.

This guide provides strategies that may help with ways to best manage the cleaning budget, such as prioritising tasks, including giving high priority to OHS and hygiene. There may also be ways that school operations can assist with maintaining the cleanliness of certain areas, and contributions from shared use facilities towards cleaning may be considered.

1. **What does ‘clean’ mean in a practical sense?**

See the definition of clean outlined in the standard service specification in Schedule 3 of the Agreement.

1. **I would like to procure a cleaner who does not have the required $10 million worth of occupier liability insurance. Can I do so?**

No. The requirement for $10 million of occupier liability insurance is not negotiable.

This requirement protects schools and the Department from liability for damage or injury arising out of the cleaner’s conduct. This requirement is standard across government and is widely accepted in the cleaning and maintenance sector as part of the cost associated with government and schools.

1. **I want to terminate the Agreement for reasons other than performance deficiencies or failure to comply with the Agreement. Can I do so?**

Yes/No. The Department does not, without more information, recommend terminating the Agreement in circumstances where the cleaner has performed to a standard and otherwise complied with all terms of the Agreement.

The Agreement, however, is not restrictive about the reasons upon which a school can terminate the Agreement. For this reason, whenever a school wishes to terminate the Agreement for reasons other than non-performance under, or non-compliance with the Agreement, the Department recommends that the school contact the Department’s Legal Division legal.services@education.vic.gov.au to obtain advice about whether to proceed with contract termination and, if so, the correct process for managing any risk associated with contract termination.

1. **How should I respond to my cleaner’s request for additional money to do the standard clean under the contract? I have been happy with their service until now.**

By entering into the Agreement, the cleaner has agreed to provide the contracted clean for the budget outlined. Pricing, once agreed, is fixed for the term of the Agreement. If a cleaner cannot provide the clean within the existing cleaning budget, then the school should seek advice from the Department’s Legal Division about whether to terminate the Agreement.

1. **Can the cleaning service provider pass on any increase to award wages and entitlements?**

No, as the Agreement (cleaning contract) states that the rates are to remain the same for the duration. However, if an issue arises, the Department’s Legal Division should be consulted.