FAIRVALE PUBLIC SCHOOL

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Engagement Agreement for providers engaged by parents/carers to provide services to students at school

Engagement Title
Provider
Full name:
A.B.N:
Address
Contact
Email
Phone
School
Fairvale Public School
Address Wolseley Street, Fairfield NSW 2165
Contact
Email
Phone
End Date
Additional terms *For providers delivering services through online mode:* (a) The School and the Provider agree that, as at the date of this Agreement, the Services will not be able to be delivered at the School and will be delivered fully online. (b) If during the term of this Agreement delivery of the Services at the School becomes permissible, the School may require the Provider to deliver the Services at the School by not less than 10 Business Days written notice. (c) The terms and conditions in this Agreement apply to provision of the Services irrespective of the delivery method. (refer to additional pages if required)

Specific services to be delivered to individual students should be attached in separate schedules to this Agreement. The Service Schedule form is attached at the end of this document.

Executed as an agreement:

Signed:	
Signed for the **Fairvale Public School** on behalf of the NSW Department of Education by:	Signed for the **Contractor** by:
Principal: Date:	Authorised Officer: Date:
Name of Principal	Name of Authorised Officer
Witness: Date: Name of Witness	Witness: Date: Name of Witness

Education
Public Schools

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1. Services

1.1 **Performance** The Contractor will carry out the Services according to this agreement (and any schedules to this agreement). The Contractor must provide the Services

1. in accordance with all applicable laws and regulatory requirements, relevant Australian industry standards, best practice and guidelines and all licences and consents;
2. with due care, skill and diligence and in a proper and professional manner.

1.2 **Induction** The Contractor must not provide any Services until the Contractor and its personnel have completed an induction program. The School will notify the Contractor of details of the induction program.

1.3 **Child protection training** The Contractor must not provide any Services until the Contractor and its personnel have completed the Department of Education's (**DoE**) Mandatory Child Protection Training online, or a suitable alternative training program delivered by the Contractor for its staff *(see Attachment A)*.

1.4 **Health-related training** Where required by the school, the Contractor and its personnel are to complete relevant health care training specific to a student's health care needs, including the ASCIA Schools and Childcare Anaphylaxis e-training *(see Attachment A.).* Evidence of this training must be provided to the School prior to providing any Services at the School.

1.5 **Provider attendance costs** The school will not be liable for provider costs associated with meetings to discuss service delivery arrangements and school induction.

1.6 **Duration and ending** This agreement commences on the date that it is signed by both parties and continues for the duration set out on the cover page, unless ended earlier or extended.

2. Use of facilities and costs

2.1 **Use of facilities** The School will not charge for the use of the School's facilities, unless otherwise agreed in writing.

2.2 **Cost recovery for extraordinary costs** If circumstances arise that generate costs that the School reasonably believes were not contemplated, then the School will provide the Contractor with written notice of such costs. The parties will then, in good faith, meet to determine the allocation of these costs between the parties.

3. Conflict

The Contractor warrants that to the best of its knowledge, information and belief, no conflict of interest exists or is likely to arise in the performance of its obligations under this agreement.

If an actual, perceived or potential conflict arises, the Contractor will immediately notify the School, in writing, fully detailing the conflict. The School will then determine how to deal with the conflict.

4. Child protection

The Contractor acknowledges that it (and its personnel) are aware of the requirements of the *Child Protection (Working with Children) Act 2012* (NSW) and all related laws concerning child protection **(Child Protection Laws)**. The Contractor will ensure that it (and its personnel) comply with the requirements of the Child Protection Laws and policies of the DoE relating to child protection as notified to the Contractor from time to time.

The Contractor must, at the Contractor's expense, certify that the Contractor and the Contractor's personnel are not a prohibited person under any Child Protection Laws and undergo any other screening, such as the 'Working with Children Check', as required under Child Protection Laws or by the School (or DoE). Any of the Contractor's personnel that is a prohibited person under any Child Protection Laws must not be engaged in providing any Services.

The Contractor is to immediately advise the Department if it becomes aware that it (or its personnel) are the subject of a reportable allegation involving children.

5. Sharing of information

The Contractor (and its personnel) must immediately notify the School of any matters it becomes aware of which may impact the welfare or safety of a student. Such notification must be given to a person at the School in a position to take appropriate action. The Contractor must then take reasonable steps to follow up and ensure that appropriate action is being considered or taken by the School.

In doing so, the Contractor (and its personnel) must comply with the requirements of a 'prescribed body' as set out in chapter 16A of the *Children and Young Persons (Care and Protection) Act 1998* and its regulations.

The Contractor (and its personnel) must provide to the School information relating to, or to assist with, investigations into alleged breaches of the Code of Conduct or reportable conduct allegations.

6. Important notifications concerning serious criminal offences

The Contractor must immediately notify the School of any charges or allegations related to serious criminal offences concerning the Contractor or personnel.

A 'serious criminal offence' means any offence punishable by 12 months or more in gaol.

7. Ending

7.1 **School's default** The Contractor may end this agreement if the School breaches any of its obligations under this agreement. If the breach is capable of remedy the Contractor must first give the School 30 days to remedy the breach after it asks it to do so.

7.2 **School may end on notice for any or no reason** The School may end or suspend, in whole or in part, this agreement at any time for any or no reason by notice in writing to the Contractor. If the School exercises its right under this clause, the Contractor is not entitled to any compensation as a result of or in relation to such termination or suspension.

8. Indemnity

8.1 The Contractor indemnifies the School (including its officers and employees) against all claims, losses, liabilities, damages, costs and expenses of any kind the School is liable for relating to:

- personal injury or death or property loss or damage the Contractor (including its officers, employees, contractors and agents) causes or contributes to;
- the Contractor's (including its officers, employees, contractors and agents) negligent, unlawful or wilful act or omission.

The Contractor's liability under this indemnity will be reduced to the extent the School contributed to the claims, losses, liabilities, damages, costs and expenses.

9. Insurances

The Contractor will take out and maintain:

1. **workers compensation insurance or equivalent** workers compensation insurance as required under laws or, in the event the Contractor is an individual or sole trader, personal accident or such other similar insurance that will provide adequate cover in the event they are injured when providing the service;
2. **public liability insurance** public liability insurance policy providing cover for not less than $20 million for any one occurrence; and
3. **professional indemnity insurance** a professional indemnity insurance policy for not less than $2 million.

The Contractor will provide to the School or Department, where appropriate, evidence of currency of all insurances.

10. Student and School information

The Contractor (and its personnel) may receive, in connection with this agreement, confidential and sensitive information relating to students (and their families) and the School. The Contractor must keep such information confidential and not disclose it to anyone else without the School's written approval.

The Contractor must:

1. put together and maintain effective security measures to keep the information secure; and
2. tell the School immediately on finding out about any suspected or actual unauthorised use or disclosure of such information.

11. Policies

The Contractor must ensure that it and its personnel comply with all of DoE's policies that are given or referred to the Contractor by the School from time to time. This will include policies relating to conduct (including the Code of Conduct), security and safety, including those policies, procedures and guidelines referred to in Attachment A.

12. Record keeping

The Contractor must, including as required by laws and regulatory requirements, keep detailed service records and other information relevant to the

services. The Contractor must keep such records until 6 years from ending of this agreement.

The Contractor must provide to the School copies of all records relating to the Services as and when requested by the School.

13. Privacy

The Contractor (and its personnel) may receive Personal Information (as defined in the *Privacy Act 1988 (Cth)*) and the *Privacy and Personal Information Protection Act 1998 (NSW)* from the School. The Contractor must comply, in respect of such Personal Information, with the:

1. Australian Privacy Principles under the *Privacy Act 1988* (Cth); and
2. principles under the *Privacy and Personal Information Protection Act 1998* (NSW) – as if it is a 'public sector agency'.

14. Publicity and use of name

The Contractor must not disclose, distribute or otherwise communicate any media release, promotional material, advertising or publicity relating to this agreement, their relationship or otherwise refer to DoE including the School (including use of any logos) without the School's written approval.

15. Contractor is a government entity

If the Contractor is a NSW government department or agency or entity then the following clauses will not apply:

- clause 8 (Indemnity)
- clause 9 (Insurance); and
- clause 17 (Disputes).

16. Subcontracting

The Contractor must not subcontract any work under this agreement in whole or part without the School's written consent.

17. Complaints, grievances and dispute resolution

17.1 **Notification of complaints** The Contractor must, in the first instance, inform the School principal on becoming aware of any issue, complaint, conflict or grievance about the Contractor, the School (including its staff and students) or any school operational matters or in connection with the Contractor's services.

The Contractor must work with the School principal to understand the School's and DoE's procedures for managing such incidents.

17.2 **DoE procedures** Such issues, complaints, conflicts or grievances will be dealt with by the School principal, in consultation with the Contractor, in line with DoE's complaints policy/procedures. To be clear, the Contractor must consult with the School principal and comply with the School principal's reasonable directions before any issue, complaint, conflict or grievance is referred to anyone else.

17.3 **Child protection related complaints** Such complaints will be dealt with in line with DoE's 'Responding to Allegations Against Employees in the Area of Child Protection Policy'.

17.4 **Disputes** The parties must settle any dispute arising out of this agreement, except where urgent relief is required, as follows:

1. a party claiming that a dispute has arisen must give a written notice to each other party giving details of the dispute;
2. after a written dispute notice has been sent the matter will be referred to each party's senior officers who will attempt to resolve the dispute in good faith.

18. General

18.1 **Additional Terms** The main terms and conditions of this agreement will take priority to the extent of any inconsistency with the Additional Terms.

18.2 **Notices** A notice or communication has no effect unless it is in writing and sent by email, post or delivered to the addressee.

Each party's address and email details are on page 1. A party can change its details by giving notice of it to the other party.

A notice is received: if sent by email at the time the email is sent if there is no delivery failure report; if sent by post 3 business days after posting; or if delivered when it is left at the address.

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18.3 **Approvals** A party may give or not give an approval or consent in its absolute discretion (without reasons), unless stated otherwise.

18.4 **Entire understanding** This agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement and supersedes any prior agreement or understanding.

18.5 **Survival** Clauses, 2, 5, 8, 9, 10, 12, 13, 14, 17, 18 and 19 survive the end of this agreement.

18.6 **Severable** If any clause of this agreement is illegal or unenforceable it is to be severed. The rest of this agreement will not be affected.

18.7 **Waiver** If a party has a right arising from the other's failure, the delay in exercising that right does not waive any rights.

18.8 **Change** Any change to this agreement is only effective if in writing.

18.9 **Assignment** The Contractor must not assign any of its rights or obligations without the School's written consent.

18.10 **Governing Law and Jurisdiction** The law of NSW Australia governs this agreement. The parties submit to the exclusive jurisdiction of its courts.

19. Interpretation

In this agreement, unless the contrary intention appears:

1. the words include, including, for example or such as when introducing an example, do not limit the meaning of the words to which the example relates to the example or examples of a similar kind;
2. a provision of this agreement must not be construed to the disadvantage of a party merely because that party was responsible for drafting it or this agreement.

DEPARTMENT OF EDUCATION POLICIES, GUIDELINES AND TRAINING REQUIREMENTS

1. Laws, regulations and policies

The Contractor and its personnel must comply with all laws, regulations and any DoE policies and guidelines (that the School makes it aware of) including the policies and guidelines referred to in this Attachment A.

(**links**)

- Code of Conduct Policy and Procedures
- Working with Children Check Policy
- Child Protection Policy: Responding to and reporting students at risk of harm
- Child Protection: Allegations against Employees
- Responding to Allegations against Employees in the Area of Child Protection
- Complaints Handling Guidelines
- Controversial Issues in Schools Policy and Procedures
- Externally funded service providers delivering health, disability and wellbeing services to students: Information for providers and provider checklist

2. Training

Child Protection Training

The Contractor and its personnel must complete, on an annual basis, the department's Mandatory Child Protection Training online (via MyPL), or a suitable alternative child protection training program delivered by the Contractor for its staff. Prior to the commencement of any services at the school, the Contractor's personnel who are engaged to provide services at the school will be required to provide the school with a copy of the certificate that is awarded upon completion of the DoE's Mandatory Child Protection Training.

Where the Contractor delivers its own child protection training, the Contractor warrants, by signing this Agreement, that this training covers the following content:

- child protection mandatory reporting and professional conduct legal responsibilities
- recognising child abuse and neglect indicators
- understanding reporting processes for suspected risk of significant harm
- acceptable and unacceptable practice in:
  - care and discipline of children
  - provider – child relationships
  - interactions with children with identified needs.

A Contractor approved to deliver services under the Specialist Allied Health Service Provider Scheme (the Scheme), will have met the child protection training requirement as part of the Contractor's qualification to the Scheme. The school is not required to obtain evidence of this training for a Contractor approved under the Scheme.

Health Care Related Training

Where required by the school, the Contractor and its personnel may need to complete the ASCIA Schools and Childcare Anaphylaxis e-training or any other relevant health care related training specific to a student's health care needs, and reflecting the nature of the service being provided and the degree of supervision of the provider's activities at the school.

SERVICE SCHEDULE:

Externally Funded Service Providers - Engagement Agreement

Calendar Year
School Name
Fairvale Public School
Student Name
[Insert student name]
Services to be delivered to the student
What are the expected goals of the therapy services and how will progress be measured?
Provider staff to deliver services to the student
Service delivery schedule
Agreed school facilities/equipment to be used during school-based service delivery

Details of facilities to be used by the provider as part of the provision of services as agreed by the school. *Also include location of service delivery, including whether the service will be delivered during class or outside the classroom*
Agreed provider equipment to be used during school-based service delivery
Details of provider equipment to be used, any maintenance and relevant training the provider will undertake to ensure safe operation of school premises.
Supervision arrangements
Details of school arrangements for the supervision of provider during the course of service delivery.
Duration of service delivery *The term may be a one-off event or could involve services being provided over a period of time.*

A copy of this Schedule is to be kept on the student's individual file by the school.