

## Privately Engaged Service Provision in Schools Agreement

### 1. Parties to the agreement

Name of school	
Parent/guardian (full name)	
Privately engaged service provider:	
• Service provider organisation name	
• Australian Company/Business Number (ACN/ABN)	
• Individual to facilitate services (full name)	

### 2. Student Details

Full name	
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### 3. General terms

- 3.1. This agreement for privately engaged service provision in school is made between the parent/guardian, privately engaged service provider, and school named herein for the benefit of the student named herein.
- 3.2. This agreement incorporates the attached *Privately Engaged Service Provision in Schools: Parent/Guardian Request Form*.
- 3.3. The proposed privately engaged service provision in school can only occur once this agreement has been fully completed and signed by all parties and in accordance with the terms herein.
- 3.4. Only the individual professional nominated in this agreement is permitted by this agreement to facilitate the proposed privately engaged service provision.
- 3.5. Only the privately engaged service provision specified in this agreement is permitted by this agreement to occur, and only on the days, at the times and locations approved within the agreement.
- 3.6. Privately engaged service provision may only occur during the school's regular hours of operation.
- 3.7. The privately engaged service provider alone is responsible for the quality of their services provided.

### 4. Authority

- 4.1. The Principal has absolute discretion to decide whether or not a privately engaged service provider can enter the school, and when, where and how arrangements are managed, if access is approved.
- 4.2. Privately engaged service providers do not have an automatic right to access schools or engage with school staff or other students.
- 4.3. Visitors to schools are required to follow reasonable directions of the Principal whilst onsite.

### 5. Specific terms

If applicable, to be completed by the Principal, prior to presenting the agreement to the parent/guardian to complete with the privately engaged service provider, detailing specific arrangements for privately engaged service provision at the school.

<p>Such as:</p> <ul style="list-style-type: none"> <li>• Limitations to school access (days / times / frequency)</li> <li>• Scheduling and room booking procedures</li> <li>• Communication requirements, e.g. session summaries</li> <li>• Fees payable for use of facilities or resources</li> <li>• Student and/or site-specific training requirements</li> <li>• Any separately negotiated terms unique to this agreement</li> </ul>	
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## 6. Clearances, professional credentials, and insurances required of the service provider

The individual professional nominated to facilitate privately engaged service provision is required to provide original or certified copies of the following, to the school, either in person or electronically, before this agreement can be approved:

- Evidence of Mandatory Reporting Training:
  - Current Responding to Risks of Harm, Abuse and Neglect – Education and Care certificate (RRHAN – EC) – both Fundamentals Course and Masterclass
  - or:
  - Current Responding to Risks of Harm, Abuse and Neglect – Education and Care Bridging Course certificate (RRHAN – EC) and a Safe Environments Training certificate completed in the last three years run by Department of Human Services (DHS) approved providers
- Professional credentials:
  - Current registration or membership with a professional organisation relevant to proposed privately engaged service provision
  - and/or:
  - Formal qualification/s in a professional field of practice relevant to proposed privately engaged service provision
- Current certificates of insurance/currency, including:
  - Public liability insurance (minimum \$10 million per event)
  - and:
  - Workers' compensation insurance, as required by law, and unlimited common law liability insurance for injury to, or death, of the privately engaged service provider's employees, agents or sub-contractors, or, if the individual professional nominated to facilitate privately engaged service provision is a natural person, insurance for accidental injury (including sickness) to the privately engaged service provider
- DHS Working with Children Check Unique Identifier, which the school will provide to the Archdiocesan Screening and Verification Authority (SAVA)
- Screening and Verification Authority outcome notification letter and card
- Completed DHS Child Safe Environments Compliance Statement
- Any information detailing limitations or restrictions placed on professional practice
- Any documentation required by *SACCS COVID-19 Vaccination Policy*
- Current photo identification (eg driver's licence, passport or proof of age card)

Except for photo identification documents (which will be sighted, and a note made of the expiration date, type, unique identification number, date of viewing, and name of school representative who sighted the photo identification), copies of the above will be kept on file, noting expiration dates.

The individual professional nominated to facilitate privately engaged service provision is required to provide the school immediately, with any updates or changes to the information above; failure to do so will render any approved agreement null and void.

The individual professional nominated to facilitate privately engaged service provision is required to complete site induction, prior to commencing service provision onsite.

## 7. Conduct of the service provider

The privately engaged service provider agrees to act in a courteous, respectful, appropriate and professional manner and with due care, at all times, including interactions and use of school facilities.

The privately engaged service provider agrees to act, at all times, in accordance with relevant legislation, regulations, standards, and South Australian Commission for Catholic Schools (SACCS), school or Catholic Education South Australia (CESA) policies.

## **8. Costs and resources**

All costs arising in connection to the request for, or the provision of, privately engaged service provision in school (such as in relation to associated communication, meetings, induction, suspension or termination of an agreement, cancellation and/or rescheduling of sessions), are to be met by the parent/guardian directly, or via alternative funding streams, external to education, attributed to the parent/guardian or child.

Other than basic provisions, such as tables and/or chairs, the privately engaged service provider is responsible for providing any resources required in the provision of their services. Use of school facilities and resources is at the discretion of the Principal, with reference to availability, any associated impact, risks, and risk management. School programs have absolute priority over the use of school facilities and resources during school hours. The privately engaged service provider is responsible for ensuring any school facilities and resources used in service provision are left in the same condition they were found.

The privately engaged service provider is responsible for providing any information and communication technology (ICT) resources they require. The privately engaged service provider's ICT resources are for their own use only and are not to be used with, or by, the student. The privately engaged service provider will not be provided access to any school and/or CESA ICT resources, including internet, network, systems, hardware, or software. All ICT related SACCS, CESA, and school policies, procedures and support documents apply to the student's use of ICT in school, including during privately engaged service provision in school.

## **9. Record keeping, privacy and data sharing**

All school records associated with the request and decision are stored in the student file. Relevant information, related to the student and the privately engaged service provision, may be shared between the school, CESA staff, the privately engaged service provider and the parent/guardian, in accordance with *SACCS Privacy Policy*, and associated legislation.

## **10. Variations to an approved agreement**

Details contained in the *Privately Engaged Service Provision in Schools: Parent/Guardian Request Form* [that](#) require amendment or update prior to finalisation of this agreement, should be updated on the request form, prior to completion of this agreement. A new *Privately Engaged Service Provision in Schools: Parent/Guardian Request Form* must be submitted to request variations to an approved agreement.

## **11. Cancellation and/or rescheduling of service provision sessions**

The Principal, parent/guardian, and privately engaged service provider agree to provide as much notice as possible, to both other parties, where cancellation of individual privately engaged service provision sessions is required (eg due to absence, school events/closures, availability of suitable spaces and/or supervision). The rescheduling of cancelled privately engaged service provision sessions is at the discretion of the Principal. Although all parties should bear cost implications in mind, the school will not provide or receive any compensation, in relation to cancelled or rescheduled sessions.

## **12. Suspension or termination of an approved agreement**

The Principal, parent/guardian, or privately engaged service provider may suspend or terminate the agreement, with immediate effect, for any or no reason, by informing the other parties in writing. The school will not provide or receive any compensation in relation to such a suspension or termination.

## **13. Feedback, grievances, complaints and dispute resolution**

Any feedback, issues, grievances, complaints or disputes, should be raised with the Principal in the first instance, and processed in accordance with the CESA [Complaint Response and Resolution Procedure](#).

## 14. Definitions

**Non-education services** mean services facilitated by non-education system professionals, such as health, disability, engagement and wellbeing related services, which are beyond the learning related supports that the education system is responsible for providing.

**Parent/guardian** means a legal guardian with legal authority to make decisions for a student.

**Passive supervision** means the student remaining visible to a school staff member during service provision (the school staff member does not need to be in the same room or looking directly at the student, but the staff member should be able to see the student in the area where the service is being delivered, for example from within the same room, an adjoining space, or through a window or glass partition.)

**Principal** means site leader, including Principals, Heads of Campus, Directors, or delegates.

**Privately engaged service provider** means a provider of non-education services, engaged by a parent/guardian, to provide services to their child. The service is funded by the parent/guardian directly, or via funding streams, external to CESA, attributed to the parent/guardian or child, including the National Disability Insurance Scheme (NDIS) and Children and Students with Disability (CSWD) service providers. Privately engaged service providers are not engaged by CESA or the school and are visitors when in schools.

**School** means any CESA education or care site, including schools, colleges, preschools, early education or learning centres, educational communities, out of school hours care settings, flexible learning schools and centres.

**Staff** means an employee of the school and/or Catholic Education Offices (CEO).

**Student** means individual enrolled in a CESA school.

Privately engaged service provider declaration and agreement	
I consent to the terms of this agreement including in relation to conduct, information sharing and termination of the agreement.	
Full name (individual to facilitate services)	
Signature (individual to facilitate services)	
Date	

Parent/guardian declaration and agreement	
I request that the above named privately engaged service provider be allowed access to the school to provide services to my child.	
I consent to the terms of this agreement including in relation to costs, information sharing and termination of the agreement.	
Full name (parent/guardian)	
Signature (parent/guardian)	
Date	

## FOR OFFICE USE ONLY

(To be completed by the Principal, prior to signing the agreement, only once the agreement proposal has been fully completed and signed by the parent/guardian and privately engaged service provider.)

### Evidence of clearances, professional credentials, and insurances required of service provider

I have sighted current, original or certified copies of the following, either in person or electronically, pertaining to the individual professional nominated to facilitate privately engaged service provision. Except for photo identification documents (which have been sighted and a note made of the expiration date, type, unique identification number, date of viewing, and name of school representative who sighted the photo identification), copies of this documentation have been made to be kept on file, noting expiration dates.

Tick and note requested information below:

Evidence of Mandatory Reporting Training		Expiry Date
<input type="checkbox"/>	Current Responding to Risks of Harm, Abuse and Neglect – Education and Care certificate (RRHAN-EC) – both Fundamentals Course <u>and</u> Masterclass	
or:		
<input type="checkbox"/>	Current Responding to Risks of Harm, Abuse and Neglect – Education and Care Bridging Course certificate (RRHAN – EC) and a Safe Environments Training certificate completed in the last three years run by DHS approved providers	
Professional credentials		Expiry Date
<input type="checkbox"/>	Current registration or membership with a professional organisation relevant to proposed privately engaged service provision	
and/or:		
<input type="checkbox"/>	Formal qualification/s in a professional field of practice relevant to proposed privately engaged service provision	
Current certificates of insurance/currency, including		Expiry Date
<input type="checkbox"/>	Public liability insurance (minimum \$10 million per event)	
and:		Expiry Date
<input type="checkbox"/>	Workers' compensation insurance, as required by law, and unlimited common law liability insurance for injury to, or death, of the privately engaged service provider's employees, agents or sub-contractors, or, if the individual professional nominated to facilitate privately engaged service provision is a natural person, insurance for accidental injury (including sickness) to the privately engaged service provider	
<input type="checkbox"/>	DHS Working with Children Check Unique Identifier, which the school will provide to the Archdiocesan Screening and Verification Authority (SAVA)	
<input type="checkbox"/>	Screening and Verification Authority outcome notification letter and card	
<input type="checkbox"/>	Completed DHS Child Safe Environments Compliance Statement	
<input type="checkbox"/>	Any information detailing limitations or restrictions placed on professional practice	
<input type="checkbox"/>	Any documentation required by <i>SACCS COVID-19 Vaccination Policy</i>	
<input type="checkbox"/>	Current photo identification (eg driver's licence, passport or proof of age card)	
ID expiry date		Unique ID number
ID type		Date of ID sighting
Name of person recording		
Signature		

CESA electronic screening	
<input type="checkbox"/>	CESA electronic screening process has been completed for the individual professional nominated to facilitate privately engaged service provision.
Considerations	
I have considered all relevant factors in my decision-making process, including, but not limited to (please tick):	
<input type="checkbox"/>	The non-delegable <b>duty of care</b> of staff towards students and responsibility for the health and safety of all people on the school grounds.
<input type="checkbox"/>	The school <b>operational context</b> , including administrative capacity and whether there are safe and suitable spaces available to conduct the proposed service provision, with reference to the frequency and duration of the proposed service provision.
<input type="checkbox"/>	The <b>individual circumstances of the student</b> , including the ability for the student to access services away from the school, and the impact on the student's learning of providing the services during school hours.
<input type="checkbox"/>	The <b>impact to other students, staff, or the school community</b> , including the priority order of request approval, determined by the school.
(Refer to <i>Privately Engaged Service Provision in Schools Guideline</i> .)	
Induction	Induction Date
<input type="checkbox"/>	Induction has taken place, or has been scheduled to take place, prior to commencement of privately engaged service provision, covering all requirements of visitors to schools, including those related to: requirement for disclosures of concerns to be reported to the Principal; emergency procedures; protective practices; safeguarding and child protection; work health and safety; notification of identified damage, harm, or risks to individuals or property; security; privacy; confidential and sensitive information handling; code of conduct; signing in/out processes; site-specific factors; with reference to relevant policies and procedures.
Principal declaration and agreement	
On behalf of the school, I hereby authorise access to the school, for the individual professional nominated in this agreement, to provide services to the student named in this agreement, under the terms of this agreement.	
Full name (Principal or authorised delegate)	
Signature (Principal or authorised delegate)	
Date	
Copy of full signed agreement, with <i>Privately Engaged Service Provision in Schools: Parent/Guardian Request Form</i> attached, distributed to:	
<input type="checkbox"/>	Parent/guardian
<input type="checkbox"/>	Individual professional nominated to facilitate privately engaged service provision
<input type="checkbox"/>	Student file