



# NASSSA

TOGETHER FOR QUALITY EDUCATION, QUALITY FUTURES

**Northern Adelaide State Secondary Schools' Alliance:**

Craigmore High School • Gawler & District College B-12 • Kaurna Plains School  
Mark Oliphant College • Northern Adelaide Senior College  
Parafield Gardens High School • Para Hills High School • Paralowie R-12 School  
Playford International College • Salisbury East High School • Salisbury High School

**NORTHERN ADELAIDE STATE SECONDARY SCHOOLS' ALLIANCE**

**NASSSA REGIONAL VOCATIONAL EDUCATION  
AND TRAINING PROGRAMS**

**AGREEMENT WITH REGISTERED  
TRAINING ORGANISATIONS**

**2020-2021**

**RTO NAME:**

**NASSSA/RTO AGREEMENT**



**NASSSA**  
TOGETHER FOR QUALITY EDUCATION, QUALITY FUTURES



Government of South Australia  
Department for Education

## Terms and conditions of contract for VET services

The parties to this contract are those parties specified in the attached Schedule. The following terms and conditions apply to all services provided by the RTO under this contract. These terms and conditions and the Schedule to this contract constitute the entire agreement between NASSSA and the RTO and no variation to them will be binding unless agreed in writing and signed by both parties.

1. The term of this contract will be for the period specified in the Schedule unless terminated earlier by operation of law or under the provisions of this contract.
2. The person named in the Schedule as a party's representative may exercise all of the powers and functions of his or her party under this contract other than the power to amend this contract.
3. The RTO warrants that:
  - a it is accredited and approved to deliver the Services and, if applicable, is registered for "Training Guarantee for SACE Student" delivery;
  - b all of its employees engaged in providing the Services are qualified and experienced in accordance with 'Standards for Registered Training Organisations 2015' [ASQA] or subsequent version; and
  - c it will provide proof that all persons responsible for or involved in the provision of the Services under this contract and those required by the Children's Protection Act 1993 have a current and satisfactory criminal history assessment from the authorised South Australian Government Department Screening Unit [DHS] established under the Children's Protection Regulations 2010.
4. If there is any change to the registration status of the RTO, the RTO must immediately notify the Minister's representative of that change.
5. The RTO must provide the Services set out in the Schedule in accordance with this contract.
6. NASSSA will consider advice provided by the RTO in relation to student suitability to engage successfully in a program, and, in its sole discretion, determine which of its students, as specified in the Schedule, will be enrolled in a program to be delivered by the RTO.
7. The RTO will be responsible for the supervision\* of the students enrolled in a program to be delivered under this contract whilst they are in receipt of the Services, which supervision includes, but is not limited to:
  - a whilst Services are being provided at a NASSSA School's premises;
  - b whilst Services are being provided at any premises external to a NASSSA School; and
  - c during any travel by the Students organised by the RTO, including but not limited to travel as part of an excursion and travel between premises of the RTO and/or travel between pre-agreed training facilities.
8. The RTO must permit NASSSA, its employees, agents or representatives access to any premises where the Services are being provided and to have contact with a student of NASSSA.
9. The RTO must record and monitor the attendances and engagement of the students in receipt of the Services and the RTO must promptly notify NASSSA/home school VET Leader of any non-attendance and/or repeated non-engagement in accordance with any directions given by NASSSA.
10. The RTO must provide the results for the students in receipt of the Services to NASSSA by the due date specified in the Schedule.
11. The RTO must report to NASSSA immediately upon becoming aware of any danger to any student in connection with the student's participation in the program being delivered as part of the Services. If a danger to any student has been identified the RTO must implement or assist in implementing (as the case requires) any arrangements considered necessary by NASSSA to remove or alleviate that danger or remove the student from that danger.
12. The fees for the Services and the manner of payment are set out in the Schedule and are inclusive of GST.
13. The RTO acknowledges and agrees that each participating NASSSA school is solely responsible for any payments due to the RTO under this contract and there is no liability whatsoever by the Minister for Education to the RTO to pay for the Services provided to a participating DfE school.
14. Nothing in this contract affects the ownership of any intellectual property of a party.
15. The RTO warrants that it is entitled to use any intellectual property used by it in the provision of the Services and that in performing its obligations under this contract the RTO will not infringe the intellectual property of any person.
16. The RTO will indemnify NASSSA against all costs, expenses and liabilities arising out for a breach of clause 15.
17. Neither party may use any confidential information of the other party except as genuinely and necessarily required for the purpose of this contract and neither party may disclose any confidential information of the other party except
  - a to an employee or agent of that party, on a 'need to know' and confidential basis
  - b as required by law or a court order; or
  - c in accordance with any parliamentary or constitutional convention.
18. The obligations in relation to confidential information survive the expiry or termination of this contract.

\*Supervision is considered as face-to-face supervision for both theory and practical components, even if theory is available online. Any variation of this for whatever temporary reason, must be agreed to by the delegated NASSSA authorised officer, in writing, before it occurs.

continues overleaf **RTO Initials**

## Terms and conditions of contract for VET services *continued*

19. The RTO must effect and maintain a policy of public liability insurance at its own cost for an amount of not less than \$10,000,000 in respect of any one claim for the term of this contract.
20. The RTO acknowledges that the Information Privacy Principles as they relate to the collection, storage, access to, correction, use and disclosure, of personal information, apply to NASSSA. The RTO agrees that in performing its obligations under this contract it will act in a manner that ensures that NASSSA is able to comply with the information Privacy Principles. The RTO must only collect, use and disclose Personal Information for the purpose of fulfilling its obligations under this contract unless otherwise permitted under this contract or the Information Privacy Principles.
21. In performing its obligations under this contract, the RTO must comply with the provisions of any legislative and other requirements of the Commonwealth, State or Local Government, particularly privacy and work health and safety (WHS) requirements.
22. This contract will be governed by the laws of South Australia and both NASSSA and the RTO submit to the jurisdiction of the courts of South Australia.
23. The parties acknowledge and agree that nothing in this contract constitutes any relationship of employer and employee, principal and agent, partnership or joint venture between the parties or between NASSSA and the RTO and the RTO is solely responsible for and liable to pay all wages, salaries, benefits and entitlements and all income, payroll, sales and similar taxes, in relation to all employees of the RTO.
24. Any notices to be issued under this contract must be in writing and be sent to the recipient's address shown overleaf, and if sent by prepaid post will be deemed to be served on the fifth business day after posting.
25. The parties will use their best endeavours to ensure that any concerns or disputes arising in connection with this contract will be resolved amicably and expeditiously by consultation or negotiation between them.
26. NASSSA may terminate this contract immediately upon giving written notice to the RTO if:
  - a NASSSA reasonably forms the opinion that the RTO will be unable to perform its obligations under this contract; or
  - b the RTO is in breach of a material obligation under this contract and (where the breach is capable of rectification) has not rectified such breach within 14 days of NASSSA giving written notice to the RTO requiring rectification of the breach; or
  - c the RTO suffers or is, in NASSSA's reasonable opinion, in jeopardy of becoming subject to any form of insolvency administration.
27. The RTO may terminate this contract upon giving written notice to NASSSA if:
  - a NASSSA is in breach of a material obligation under this contract and (where the breach is capable of rectification) has not rectified that breach within 14 days of the RTO giving written notice to NASSSA requiring rectification of that breach and provision is made allowing all students to complete the program in which they are then enrolled or alternative programs of vocational education and training acceptable to the students; or
  - b the RTO becomes aware that its staff will not be available to the RTO for the performance of the whole or any part of the RTO's obligations under this contract [14 days notice required].
28. Any termination of this contract under clauses 26 or 27 is without prejudice to any accrued rights of the parties as at the date of termination nor will it affect the coming into force or the continuation in force of any provision of this contract that is expressly or by implication intended to come into force or continue in force on or after the termination.

RTO Initials

## Schedule to terms and conditions of contract for the provision of VET services in DfE schools

### PARTIES

Minister for Education for and on behalf of:

Schools Northern Adelaide State Secondary Schools' Alliance (NASSSA)

c/- Northern Adelaide Senior College, 2 Woodford Road, Elizabeth 5112

and RTO ACN/ABN

Address NTP Number

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## Schedule to terms and conditions of contract for the provision of VET services in DfE schools in 2021

### TERM

Start Date June 30th, 2020

End Date December 31st, 2021

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### SERVICES

Appendix 3, "2020 Course Detail" constitutes a part of this agreement and this information will be used to promote courses on the NASSSA and WebVET websites. These courses are solely for students enrolled through NASSSA's WebVET.

No external students are permitted in the course without the approval of the WebVET Administrators.

Through signing this agreement, the RTO agrees to use, and meet all deadlines of the NASSSA online WebVET system found at <http://nasssa.eschoolsolutions.com.au/>. This includes, but is not limited to:

1. Marking attendance on the system by 10:00am each training day
2. Notifying the student's home school VET Leader of any concerns in a timely manner
3. Keeping competency progress up to date in the system and alerting the home school VET Leader promptly if a student is at risk of non-completion of the agreed competencies in the agreed time frame.
4. To work with home school to arrange Structured Work Place Learning (SWL) & keep Structured Work Place Learning (SWL) progress up to date on the WebVET system.
5. Notifying the home school VET Leader of any SWL or excursion or alternative learning activity, planned for a student, with **at least three weeks notice**, to enable DfE documentation to be formalized - no student is to be sent on a SWL, excursion, or alternative learning activity without this notification
6. Reporting using the WebVET system by the calendar dates, each term and SACE resulting deadline of each year.
7. Providing Statement of Results to the student's home school VET Leader by the annual date entered in the WebVET system, to enable timely data entry for the student's SACE completion, upon which this training relies.
8. Notifying the WebVET Contact Officer immediately of any students who they believe has been withdrawn.
9. RTO will:
  - Notify the WebVET Contact Officer of 2021 Trainer contact detail for each course by the date set in WebVET in 2020.
  - Provide reconfirmation to the WebVET Contact Officer, of exact trainer name and contact details AND accurate student list, by the end of week 1 of the 2021 school year (January 29th, 2021).
  - Provide a copy of the DHS Child Related Clearance, for any Trainer delivering on a Department for Education site, to the Principal of that site, before any training commences in 2021.
  - Notify the WebVET Contact Officer immediately, and prior to any contact/training of students, of any change to the Trainer (duly qualified as per in Point 3 of the "Terms and Conditions" on page 1 of this agreement) stipulated for a course, at any point of time during the year using Appendix 1 "Amendments or Variations". This must be received and approved by the NASSSA Contact Officer before the trainer commences.

RTO Initials

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## Schedule to terms and conditions of contract for the provision of VET services in DfE schools in 2021, SERVICES continued..

10. RTO will not accept any new student into their training course without notification by the WebVET Contact Officer. The RTO can advise the Contact Officer of their ability to accommodate more students, within the agreed total class size.
11. The RTO will not enrol students into Training Guarantee for SACE Students courses, unless this is initiated by the student's home school VET Leader. The RTO may offer this opportunity to the VET Leader if they believe a student is suitable. Should a student be changed by the VET Leader, into a TGSS agreement, monies prepaid for 'user-pays' training, which is yet un-delivered, must be reimbursed.
12. The RTO's Behaviour Policy, should occur first on an RTO site. Students attending NASSSA Regional VET Programs agree in writing to a Code of Conduct. A master copy will be provided to the RTO (Appendix 2 to this agreement). Any breaches of this by the student, are subject to the same behaviour and discipline policies of their home school. The school should be contacted for prompt action and follow-up should there be any behaviour concerns or incidences.
13. This agreement is for courses to be delivered in 2021, and includes the required administrative preparation in the WebVET system, during June to December, 2020. Course Detail for each course offered by the RTO to be inserted in Appendix 3, "2021 Course Details" (include additional pages for each course) and referring to Appendix 4, "Notes for Course details"
14. During the term of this agreement, if changes need to occur to competencies within a Training Package (code, title or nominal hours), the RTO **must** renegotiate the delivery of these with the WebVET Contact Officer, as this could affect students' SACE outcomes. The "Amendment or Variation" form on page 8 (Appendix 1) of this agreement must be completed as soon as the RTO becomes aware of changes, & must be subsequently agreed to by the NASSSA WebVET Contact Officer before any changes to training, can occur.
15. All courses will offer orientation during the first week of a course to cover WHS issues. All courses must be completed by the 19th of November, 2021. RTO's must take ASQA requirements into account when completing our deadline date for SACE results. (i.e. an RTO may need to conclude the course training earlier, to enable results to be delivered in time)
16. All students will be surveyed during the training year, by NASSSA Regional VET Administration staff as part of a quality assurance process. Responses will be available to trainers upon request.
17. The NASSSA schools include Craigmore HS, Gawler & District College B-12, Karna Plains School, Mark Oliphant College, Northern Adelaide Senior College, Para Hills HS, Parafield Gardens HS, Paralowie R-12 School, Playford International College, Salisbury East HS, Salisbury HS

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## REPRESENTATIVES

RTO Initials

Contact Officers nominated by each partner to ensure effective communications

### NASSSA Contact Officer

### RTO Contact Officer

Name	Bev Roy	Name	
Phone		Phone	
Mobile	0429 453 081	Mobile	
Fax		Fax	
Email	bev.roy301@schools.sa.edu.au	Email	

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Terms and conditions of contract for VET services *continued*

RTO Initials

## AGREEMENT SIGNATURES

Authorised signatory on behalf of the Minister for Education:

### **NASSSA**

*Signed for and on behalf of Northern Adelaide State Secondary Schools' Alliance (NASSSA)*

Authorised signatory

Print name

Heather Bitter

Position

NASSSA Director

*In the presence of:*

Witness signature

Print name

Position

on this day

### **RTO**

*Signed for and on behalf of (RTO)*

by a person authorised by the RTO to do so:

Authorised signatory

Print name

Position

*In the presence of:*

Witness signature

Print name

Position

on this day



# NASSSA

TOGETHER FOR QUALITY EDUCATION, QUALITY FUTURES

**Northern Adelaide State Secondary Schools' Alliance:**

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NASSSA/RTO AGREEMENT

## APPENDICES



**NASSSA**  
TOGETHER FOR QUALITY EDUCATION, QUALITY FUTURES



Government of South Australia  
Department for Education

## Terms and conditions of contract for VET services

### APPENDIX 1: AMENDMENTS OR VARIATIONS

Agreed variations that occur within the life of the contract relating to the factors below:

**This variation refers to course titled:**

Factor Variations	Specify Details	Endorsement NASSSA	Endorsement RTO
Student participants (eg withdrawal or additions) names and schools			
Program content competencies			
Timelines			
Delivery arrangements eg location/trainer			
Other - specify			

### AMENDMENT OR VARIATION AGREEMENT SIGNATURES

#### NASSSA

Signed for and on behalf of Northern Adelaide State Secondary Schools' Alliance (NASSSA)

Authorised signatory

Print name Heather Bitter

Position NASSSA Director

In the presence of:

Witness signature

Print name

Position

on this day

#### RTO

Signed for and on behalf of (RTO)

by a person authorised by the RTO to do so:

Authorised signatory

Print name

Position

In the presence of:

Witness signature

Print name

Position

on this day

RTO Initials



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## APPENDIX 2: CODE OF CONDUCT

**As a VET student of a NASSSA school, I agree:**

### TRAINING/WORK PLACEMENT

- To be punctual to all training/shifts. To take only the allocated time for morning, afternoon tea and lunch breaks and return to work promptly. To attend my placement for the agreed hours of work.
- If I am unable to attend a training/shift, I will inform my trainer/supervisor and my home school.
- To take responsibility for my log book and negotiate a convenient time for a meeting with my supervisor to discuss my progress.
- To ensure that I am aware of, and comply with, the Work Health and Safety Guidelines in place in the workplace when on work placement.
- To meet deadlines.
- To use my study time effectively.
- To balance my studies with work, social, sporting and family commitments.
- To arrange transport to and from my training.

### GENERAL

- To abide by the host school/RTO/Host employer behaviour code and expectations, as well as home school behaviour code.
- To discuss any problems that arise with my trainer, work placement supervisor or VET Leader.
- To complete satisfaction surveys when requested during the course.
- To be contacted within the three years following completion of schooling with a simple destination survey around usefulness of my VET training in work or further training.
- To allow my photo/image, to be used (without directly identifying me) in reports on/ promotion of, the course.

These requirements have been developed in order to make VET programs work successfully for you and the students who follow you.

When students do not behave appropriately, the programs can be withdrawn because employers no longer want to take on VET students. Therefore, students who do not comply with the Code of Conduct may be removed from the course & parent/caregiver may be liable for costs involved.

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## APPENDIX 2: CODE OF CONDUCT *continued*

This Code of Conduct is to be read along with the other detail on the NASSSA Regional VET Course Enrolment Form.

### **INFORMATION SHARING**

**By signing this form as a whole, I agree that all of the details on the form can be provided to the course supervisor and/or Registered Training Organisation for use in the Course Approval, Training and Resulting process.**

Should the application be approved, I agree the information can be shared with the trainer, to support the learning/training environment. (whether this trainer be a teacher-trainer in a Department for Education NASSSA school, or a Registered Training Organization (RTO) trainer.

**I understand and accept these conditions, including the Information Sharing requirement in the box above:**

Student's Signature

Student's Name

Date

Parent/ Caregiver's Signature(s)

Parent/Caregiver's Name

Date

**RTO to complete course details and return to NASSSA as a part of the Agreement. (Word version is available on request)**

**Qualification:**

**Host:**

Course Title

Short Title  Course Code

Trade Training Centre      Yes      No

Program

RTO name and National Training Provider Number

Location (s)

Location Notes

Sessions

Session Notes *[NB All courses MUST conclude by November 19th, 2021 and exclude school holiday breaks or public holidays]*

Competencies

Competency Notes

Description

Pathways

Prerequisites

Requirements

Selection Process

Orientation Details *Note: Course orientation occurs during the first training session*

Public Transport

Minimum Students

Maximum Students

RTO Initials

Course Length Length

Notes

Work Placement Work

Placement Notes

(IPP (for Schools only)

Qualification Type

Qualification

Qualification Cod

Qualification Note

SACE Stage 1

SACE Stage 2

Not Applicable

SACE Credits

SACE Notes

Training Cost (FFS)

Training Cost Notes eg TGSS  
gap cost

Additional Costs (inc GST)

Additional Costs Notes

**Cost Notes**

Department for Education Non-NASSSA students enrolling will incur a \$50.00 additional Administration fee (*Full year course – pro rata for semester/term courses*). Non-Department for Education students enrolling will incur a \$250.00 administration fee. (*Full year course – pro rata for semester/term courses*). Enrolments for both these groups of students MUST be done through the WebVET Administrator.

**EDSAS Industry Area** (Schools to complete - select one)

Arts, Entertainment, Sports and Recreation

Automotive

Building and Construction

Community Services, Health and Education

Finance, Banking and Insurance

Food Processing

TCF (Textiles, clothing &amp; footwear) &amp; Furnishings

Process Manufacturing

Sales and Personal Service

Tourism and Hospitality

Transport and Storage

Utilities

Business and Clerical

Computing

Communications

Engineering &amp; Mining

Primary Industry

Science, Technical &amp; Other

General Education &amp; Training

Protective Services

**Delivery Method**

By School

By RTO

By RTO &amp; School

By School Acting as RTO

**Contact Person Details**

Name

Phone

Mobile

Email

Links

RTO Initials

[Do not insert information in fields named in RED] Add any information required. **ONE FORM PER COURSE**

**Program:** [eg Sport, Fitness and Recreation Industries]

**Host:** [eg Northern Adelaide Senior College]

**Location(s)** eg Site name and street address **Location notes:** [eg Location within the site...Building G, Room 12, then Workshop X]

**Sessions:** How many sessions, frequency, day, time and commencement date. Courses cannot start before February 1st, 2021. **Eg** 33 weekly sessions on Tuesdays from 09:00 until 15:00. Commencement date is February 2nd, 2021

**Competencies:** MUST include competency title, code AND nominal hours

**Competency Notes:** Insert anything pertinent to enable good decision making, eg With the addition of two competencies, a dual qualification may be achieved. Or Training Package/Qualification will be updated in 2021 so these competencies may change

**Description:** The course descriptor plays an important role in assisting our NASSSA students and families, to interpret course information. It should include: What they will be doing in the course eg

*a/ Technical skills learnt (to a standard of performance expected in a workplace) eg learning to solder or learning to prepare food for young children or learning to use hand and power tools (can be multiple examples – better to provide plenty of information here!)*

*b/Employability skills eg you will need to work with others or in teams, as well as on your own; or you will need to feel comfortable talking to a range of different people (communication) whilst doing your work and standing for extended periods of time; [NB the skills include Communication, Teamwork, Problem solving, Initiative and enterprise, Planning and organising, Self-management, Learning, Technology]*

*c/ Capabilities students need to come with eg strong numeracy and science (physics) skills and enjoyment of these subjects or enjoyment of outdoors and preparedness to work in all weather conditions*

*d/ Proportion of theory to practical eg this course has 30% practical activity and 70 % theory or 60% practical and 40% theory*

*e/ Description of possible assessment tasks eg Students will be required to keep a folio of evidence in the form of photographs of them using skills learnt or a theory workbook is required for each competency in the course or some competencies will require students to complete a theory test or a detailed logbook will be required to be completed during the compulsory work placements*

*f/ Expectations eg students will be required to wear the provided uniform during the course*

Putting this all in "student friendly language" is very advisable, as is de-bunking misconceptions and promoting the most engaging aspects eg Although students do get to try the food that they make, they need to remember that they are cooking to learn, not to feed themselves

**Pathways:** Include a range of possible career pathways – you can include other course pathways, but you must include careers related to the training...you can stipulate things like "with further training" or "further training then entry to university, could lead to..."

**Prerequisites:** eg is there a subject which is required before beginning this course

**Requirements:** eg students required to bring exercise book and a pen to every session OR all students are required to arrange their own DHS Child Related Clearance etc

**Selection process:** eg Possible interview and/or written task

**Orientation Details:** **Note: Course orientation occurs during the first training session**

**Public Transport:** eg Train to Elizabeth Interchange, then Bus 655 to Stop 33 **Minimum/Maximum Students:** [insert number]

**Length:** [eg one year, one semester] **Length notes:** eg year one of two years]

**Work Placement:** Insert number of work placement days required – this will appear on the student's progress reports in WebVET!

**Work Placement Notes:** eg The qualification requires compulsory work placement and this is in addition to the training sessions. It may be done during the school holidays

**Qualification Type:** eg full or partial **Qualification:** Insert exact Qualification eg Certificate III in Fitness

**Qualification Code** Insert exact code eg SIS30310

**SACE Stage:** refer to the VET Recognition register at [www.sace.sa.edu.au/subjects/recognised-learning/recognition-register/vet-recognition-register](http://www.sace.sa.edu.au/subjects/recognised-learning/recognition-register/vet-recognition-register)

**SACE Credits:** eg 65 SACE Notes: eg 458 nominal hours

**Training Cost:** Insert total fee for service training cost including GST (though this is not normally applicable) in this format: eg \$2,010.00

**Training Cost Notes:** Indicate here if there is the ability to offer TGSS to appropriate students, **and any gap fee associated.**

**Additional Costs:** Insert costs like textbooks, PPE which are in addition to the training cost, including GST

**Additional Cost Notes:** eg Students will be required to provide their own steel capped boots & wear these in the workshop and at any work placement

**Links:** Insert weblink to course information, school or RTO websites