



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**

**MEMORANDUM OF
UNDERSTANDING WITH TAFESA**

2017-2018

RTO NAME:

MEMORANDUM OF UNDERSTANDING



NASSSA
TOGETHER FOR QUALITY EDUCATION, QUALITY FUTURES



Government of South Australia
Department for Education and
Child Development

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 Work Ready "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 [DCSI] 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
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 and Child Development to the RTO to pay for the Services provided to a participating DECD 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.

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 DECD schools

PARTIES

Minister for Education and Child Development 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

Schedule to terms and conditions of contract for the provision of VET services in DECD schools in 2018

TERM

Start Date June 30th, 2017

End Date December 31st, 2018

SERVICES

Appendix 3, "2018 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 DECD 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.
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 based at Paralowie School immediately of any students who they believe has been withdrawn
9. RTO will:
 - Notify the WebVET Contact Officer of 2018 Trainer contact detail for each course by the date set in WebVET in 2017.
 - Provide reconfirmation to the WebVET Contact Officer, of exact day/date/course name/trainer AND accurate student list, by the end of week 1 of the 2018 school year (February 2nd, 2018).
 - Provide a copy of the DCSI Child Related Clearance, for any Trainer delivering on a DECD site, to the Principal of that site, before any training commences in 2018
 - 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

Schedule to terms and conditions of contract for the provision of VET services in DECD schools in 2018, SERVICES continued

10. RTO will not accept any new student into their training course from February 12th, 2018, 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 (Work Ready) 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 undelivered, 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 2018, and includes the required administrative preparation in the WebVET system, during June to December, 2017. Course Detail for each course offered by the RTO to be inserted in Appendix 3, "2018 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 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 an induction/orientation session during week 2 of term 1, 2018, or the first week of a course (whichever is appropriate) to cover WHS issues. This will be included in the WebVET system as a week of attendance and the roll must be marked. All courses must be completed by the 23rd of November, 2018
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 Craigmores 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

REPRESENTATIVES

RTO Initials

Contact Officers nominated by each partner to ensure effective communications

NASSSA Contact Officer

RTO Contact Officer

| | | |
|--------|------------------------------|--------|
| Name | Bev Roy | Name |
| Phone | 8182 7222 | Phone |
| Mobile | 0429 453 081 | Mobile |
| Fax | 8281 5859 | Fax |
| Email | bev.roy301@schools.sa.edu.au | Email |

Terms and conditions of contract for VET services *continued*

RTO Initials

AGREEMENT SIGNATURES

NASSSA

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

Authorised signatory

Print name

Heather Bitter

Position

Senior Leader, Pathways

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



MEMORANDUM OF UNDERSTANDING

NASSSA

TOGETHER FOR QUALITY EDUCATION, QUALITY FUTURES

Northern Adelaide State Secondary Schools' Alliance:

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APPENDICES

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

Senior Leader, Pathways

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

APPENDIX 2: CODE OF CONDUCT

As a VET student of NASSSA school, I agree:

WORK PLACEMENT/TRAINING

- To be punctual to all lessons/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 normal hours of work for that job (this is Work Placement and I am to treat it as paid work conditions).
- If I am unable to attend a lesson/shift, I will ring my trainer/supervisor (I will be expected to account for any absences and may be required to make up the lost hours at another time).
- 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 Procedures in place in the workplace.

RTO/SCHOOL

- To meet deadlines on assignments and projects.
- To use my study time, at school across all subjects, work, and at home productively and in a manner that will improve my chances of obtaining the highest possible grades.
- To take up my role as a VET student responsibly and model appropriate behaviour that will enhance the reputation of the NASSSA schools in both the local community and in the education system.
- To seek help and counselling where necessary.
- To balance my studies with work, social, sporting and family commitments.

GENERAL

- To abide by the host school/RTO behaviour code as well as home school behaviour code.
- To follow all rules /expectations of the school/RTO/workplace (including WHS procedures) I am working in, recognising that infringement that necessitates disciplinary action will be dealt with in line with site regulations in negotiation with my supervisor/VET Leader.
- To discuss any problems that arise with my lecturer, work placement supervisor or VET Leader (if parents/ caregivers have any issues, please talk to the VET coordinator; parents should not discuss them with the RTO or employer).
- To complete satisfaction (quality assurance surveys) when requested during the course. To be contacted within the three years following completion of schooling with a simple 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 or Trade Training Centre facility (if at a school).

APPENDIX 2: CODE OF CONDUCT *continued*

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

VET programs are very reliant on the goodwill of the employers who provide work placements - these often result in apprenticeships/employment for students.

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.

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 student the application refers to be approved/accepted into the course, I also agree the information can be passed on to the trainer, to support the learning/training environment, whether this trainer be a teacher-trainer in a DECD NASSSA school or a Registered Training Organization (RTO) trainer.

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

Student's Signature

Student's Name

Date

Parent/ Caregiver's Signature(s)

Parent/Caregiver's Name

Date

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 23rd, 2018 and exclude school holiday breaks or public holidays]

Competencies

Competency Notes

Description

Pathways

Prerequisites

Requirements

Selection Process

Orientation Details

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 (inc GST)

Training Cost Notes

Additional Costs (inc GST)

Additional Costs Notes

Cost Notes

DECD Non-NASSSA students enrolling will incur a \$250.00 additional Administration fee (*Full year course – pro rata for semester/term courses*). Non-DECD students enrolling will incur a \$1,000.00 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 at Paralowie School.

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 & footwear) & Furnishings

Process Manufacturing

Sales and Personal Service

Tourism and Hospitality

Transport and Storage

Utilities

Business and Clerical

Computing

Communications

Engineering & Mining

Primary Industry

Science, Technical & Other

General Education & Training

Protective Services

Delivery Method

By School

By RTO

By RTO & 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. Refer to the orientation session below and whether it counts as one of the sessions. **Eg** 33 weekly sessions on Tuesdays from 09:00 until 15:00. Commencement date is February 13th, 2018 [NB orientation session on February 6th is compulsory – see below, and counts as one of the 33 sessions]

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 2018 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 DCSI Child Related Clearance etc

Selection process: eg Possible interview and/or written task

Orientation Details: When, where etc **Eg** This will be an all-day session on February 6th, 2018, beginning at NASC at 9am and then moving to the Aquadome to familiarise with the venue, finishing at 3pm

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

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

Training Cost: Insert total fee for service training cost including GST in this format: eg \$2,010.00

Training Cost Notes: Indicate here if there is the ability to offer TGSS to appropriate students, after one term or one semester

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