



Sydney Catholic Schools
CHILD SAFE COMMUNITIES



Volunteer Resource Kit



Volunteer Resource Kit

This kit contains various documents and resources for schools to provide to volunteers engaged to work with children in our schools. It is intended to assist in providing volunteers with an understanding of safe school expectations and the obligations of those who work with children in our schools.

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Guidelines for Volunteers in Sydney Catholic Schools and Offices

Sydney Catholic Schools (SCS) is committed to ensuring SCS schools and offices provide safe and productive learning environments for students. Our employees, contractors and volunteers contribute and support outcomes in our students' education, development of faith experiences, broadening the community experience, bringing diversity and external knowledge into the school experience. These guidelines are to support volunteers to ensure the safety and well-being of all involved in the education of SCS students.

1. PURPOSE

These guidelines are aimed to support SCS contractors and SCS schools/offices in:

- Providing safe environments for children, volunteers, contractors, visitors and employees
- Being clear about the expectations for the conduct of volunteers.

2. PRINCIPLES

Following are core principles that underpin these guidelines:

- Children have a right to be safe and feel safe in their education
- Protecting children is everyone's business
- The protection and wellbeing of children is paramount
- Religious, clergy and lay parishioners' involvement in Catholic education is an important part of the spiritual tradition and ongoing faith development for SCS students
- Volunteers have a right to work in a safe environment
- Ultimate responsibility of engagement in school/SCS activities rests with the Principal/Manager.

3. WHO MAY APPLY TO BE A VOLUNTEER?

Any person may apply to engage in a volunteer role in a SCS school or office. Whilst it is most commonly a parent or relative of a student – it may also be a parishioner or person in the general community who can offer a skill, knowledge or their time.

4. PROCESS FOR APPLYING TO VOLUNTEER

In accordance with the SCS's child safe school's practices the following is required:

- Attend an induction session run by the relevant SCS school/office. This will include expectations for volunteers working in a SCS school/office and Work, Health and Safety requirements
- Read the documents in the Child Safe Schools Resource Kit for Volunteers
- Return the signed '**Safe Schools Expectations Undertaking – Volunteers**' form to the school office
- The relevant Principal/Manager will review the application to volunteer
- If approved, you will be registered at the school as a volunteer
- If the Principal/Manager has a concern about your suitability to be a volunteer, they will communicate the concern with you
- If a volunteer also requires a **Working with Children Check (WWCC)**, they will need to apply for a 'clearance number' and complete the SCS Child Safe Communities (CSC) Contractors and Volunteers Working with Children (WWC) Accreditation Process (**WWC Accreditation Process**).

5. EXPECTATIONS OF A VOLUNTEER

Volunteers are expected to:

- Attend an induction in Child Safe Schools and Work, Health Safety
- Attend the SCS school/office annual update induction sessions
- Always follow the direction of the supervising staff member
- Adhere to appropriate behaviour and adult boundaries at all times
- Seek guidance from a supervising staff member if unsure about their role
- Communicate to the supervising staff member or the principal, any concerns about a child protection or safety matter, or the conduct of any volunteer or employee
- Adhere to the school and SCS's policies for working with children
- Respect confidentiality of students and staff. This means not discussing with other parents, matters that relate to students or staff.



6. FAQs REGARDING VOLUNTEERS AND SCREENING TO WORK WITH CHILDREN

a. *What is the Working with Children Check (WWCC)?*

- The WWCC is a screening process which forms one part of ensuring the safety of children
- The NSW Office of the Children's Guardian (OoCG) is responsible for administering the WWCC in NSW
- It is a process within NSW in which persons that come under the definition of 'working with children' need to apply for a 'clearance' to work with children. If they are not cleared, it is not lawful for them to work with children
- The school/SCS policies and procedures comply with this law
- Persons will not be cleared by the OoCG to work with children if they have been subject to certain criminal offences or certain disciplinary proceedings
- The WWCC scheme includes persons who are paid or not paid (i.e. volunteers).

b. *Do volunteers need screening to work with children (for example the WWCC)?*

- Not all volunteers require the WWCC. Exemptions apply for some volunteers.
- The NSW law allows (in most circumstances) parents and close relatives to volunteer in activities that involve their own children without needing a check
- Persons not related to students in a school activity need to undertake the WWCC
- All religious and clergy do require a WWCC to minister in NSW.
- You can find further information about **Exemptions to WWCC** and information for **Parent Volunteers** from the OoCG's website.

NOTE: All volunteers, regardless of whether or not they require the WWCC, must comply with SCS and school's volunteer application process and other Child Safe Communities protocols and expectations.

c. *Is a WWCC transferable?*

- Some persons who are volunteers in a school/SCS may also be employed to work with children (anywhere in NSW). For example, the volunteer may be employed in childcare or as a teacher.
- A person's **WWCC is transferable** from one 'employer/placement' to another. If a volunteer already has a WWCC (obtained post 2013, under the new scheme), they must provide their WWCC number to SCS when completing the SCS Child Safe Communities (CSC) Contractors and Volunteers Working with Children (WWC) Accreditation Process (**WWC Accreditation Process**).
- If a volunteer has an employee WWCC number (under the new scheme), they can use the WWCC number they obtained as an employee and provide that to SCS when registering as a volunteer.
- **NOTE:** A volunteer however, who has only obtained a volunteer WWCC cannot use that as an employee working with children. They need to apply for a new WWCC as an employee.

d. *How can I be certain whether or not I require a WWCC?*

If you are unsure whether or not you require a WWCC, you can go to the NSW Office of Children's Guardian's (OoCG) website or alternatively you may phone the OoCG on (02) 9286 7219 for assistance regarding the WWCC.

7. FAQs ABOUT THE VOLUNTEER PROCESS IN SCHOOLS

a. *What happens to the information on the Safe Schools Expectations Undertaking for Volunteers?*

- A copy is secured confidentially at the school where one applies to volunteer or with SCS when a volunteer completed the WWC Accreditation process
- All information is managed in accordance with the NSW and Commonwealth Privacy Laws.
- You can read the SCS's Privacy Policy on the school and the SCS website.
- Information on the form can only be released to an external authority if it is required by law.

b. *Why do I need to apply and be approved to volunteer in a school?*

- We take the safety of children in our schools seriously.
- We take the safety of our volunteers and employees seriously.
- The process is consistent with today's expectations and standards within the wider community in respect of ensuring education settings are safe places.



- The process assists to:
 - Ensure our schools are child safe organisations
 - Support volunteers in the great work they do; and
 - Reduce the likelihood of high-risk behaviour of unsuitable persons volunteering in our schools.

Note: A parent can still be involved in their own child's education at the school without being an approved volunteer.

c. When would someone's application to volunteer not be approved by the principal?

It is important to understand that no one has an automatic right to volunteer at SCS schools or offices. Volunteers are welcomed and encouraged as long as they are suitable to be engaged in a school activity. Please note:

- approval to volunteer is always at the discretion of the principal
- the application and induction process assists the principal to make an assessment of a person's suitability to volunteer
- permission can be revoked at any time if required.

Permission to be on school premises or engage as a volunteer in a school activity may not be given, or may be removed, if:

- A person is considered to pose a risk to another person or the school community. This may include a risk to another person's safety or wellbeing, a risk to a productive education setting for a student, or a risk to an employee or other volunteer.
- There are indicators of behaviours such as:
 - a display of aggressive or inappropriate behaviour
 - presenting as intoxicated or under the influence of a substance
 - misuse of social media
 - blurring of adult boundaries
 - failure to follow direction of supervising staff
 - breaching confidentiality or gossiping in relation to staff or students.
- There is a Court Order or any other order under the law that impacts on the person's capacity to volunteer including reports of allegations that require a report to external authorities or, if the person is barred by the Office of Children's Guardian (OoCG) to work with children.

d. Do I have to answer the questions on the SCS Safe Schools Expectations Undertaking for Volunteers?

- No person is obligated to answer the questions or sign the document. A person, however, cannot be considered for a volunteer role if they do not sign the undertaking and obtain approval from the Principal/Manager. Volunteers completing the WWC Accreditation Process are required to complete the online Safe Schools Expectations Undertaking.
- The document attests that the information being provided is true and can be relied upon by the Principal/Manager/SCS in approving a person to volunteer. The questions are part of the process to keep children and personnel safe in our schools.

e. What if there is a complaint about a volunteer?

- If there is a complaint about a volunteer, SCS schools and offices follow the relevant SCS Policy and procedures for responding to complaints and all complaints will be taken seriously and followed up in a fair and timely manner.
- If the complaint involves any allegation of inappropriate behaviour involving children, the complaint may require a report to external authorities for example, the Police, the Department of Communities and Justice and/or the NSW Office of the Children's Guardian.
- Should any complaint arise, SCS schools and/or offices will undertake a risk assessment to assess whether the person is still permitted to volunteer while the complaint process is being undertaken.
- You can find further information about SCS schools and offices complaint process in SCS policies.

We thank you for supporting our guidelines to strengthen a safe learning environment for our students.

POLICIES IN BRIEF

This document is prepared for the purposes of providing you with a brief overview of the Sydney Catholic Schools (SCS) Policies relevant to Child Protection and broader issues. As an employee, contractor or volunteer at SCS, you are expected to read the original policies in their entirety. These policies are available on the SCS website (hyperlink included) or, if you have been granted access, through your staff intranet portal. Please note that the following 'Policies in Brief' are not to be viewed as a substitute to the original policies, but rather as a handy reference guide to the most relevant points.

Child Protection Policy: Responding to Allegations and Complaints

Classification

Policy Number: SPG202003 | **Version/Last Updated:** 2.0 | **Audience:** Public | **Commencement:** 1 June 2020

1.0 Rationale

This policy and procedures apply to all employees, any person engaged by SCS to provide services to children and young person (paid or volunteer) and all religious and clergy personnel who are engaged in the workplace or engaged in activities that relate to children.

2.0 Policy

Staff in all SCS schools and offices have a responsibility to maintain the care and protection of children and young people as paramount. SCS supports the right of students, parents and employees to bring forward complaints or allegations and to be heard without fear of reprisal. SCS ensures all employees are aware of their reporting obligations as well as the required standards of behaviour.

SCS investigates all allegations of a child protection nature and maintains a fair and transparent process for managing all complaints and allegations underpinned by principles of procedural fairness. SCS makes reports to the NSW Police (or relevant alternative in different jurisdiction) if an allegation is of a criminal nature. SCS also makes report to the relevant external authorities namely the Department of Communities and Justice (DCJ), if there is a reasonable suspicion that a child or young person is at Risk of Significant Harm (ROSH); the NSW Office of Children's Guardian if there are certain allegations or convictions of a child protection nature against employees.

3.0 Procedures

SCS, the People and Culture directorate (P&C) and the Child Safety team under the direction of the Supervisor: Child Safety have the following responsibilities:

- **SCS** – respond to, make inquiries and/or investigate all allegations and complaints relating to conduct of employees in respect of children and young people and submit a monthly report to the Head of Agency, as nominated by the Children's Guardian Act 2019 (NSW).
- **Director of People and Culture** – authorise any interim arrangements on an employee's work status following a risk assessment and authorise any action taken by employment services in instances of an adverse finding for an employee.
- **Child Safety team** – carry out appropriate response, risk assessment, inquiry and/or investigation of a complaint/allegation. This may include identifying whether the alleged conduct requires a report to external authorities.

4.0 Explanatory Notes and Key Definitions

You should familiarise yourself with the following relevant definitions:

- **Child** – a child is a person under the age of 18 years however with respect to matters notifiable to DCJ, a child is defined as a person under 16 years.
- **Young Person** – someone who is aged 16 or 17 years.

- **Employee** – any person who is engaged by the Archdiocese of SCS, whether or not they are employed in connection with work or activities that relate to children in a paid or volunteer capacity; as well as any person engaged by SCS to provide services to children and young people.
- **Civil Standard of Proof** – The matter is considered sustained if the investigator is satisfied that the case has been proved on the balance of probabilities.
- **Findings** – Findings are made on each complaint at the conclusion of the process. Findings of matters managed at school level are determined by the principal in consultation with SCS staff. Findings of matters managed by SCS are determined by the relevant SCS staff in consultation with the Team Leader: Child Protection.
- **Head of Agency** – The Archbishop of Sydney is deemed to be the Head of Agency. The Head of Agency may delegate certain responsibilities for oversight to the Executive Director of Sydney Catholic Schools.
- **Complaint/Allegation** – For the purposes of this document, a complaint or allegation is considered to be any issue raised regarding the conduct of an employee of SCS in relation to children or young people, where such conduct is considered to be of a nature which may constitute reportable conduct in accordance with the *Children's Guardian Act 2019* (NSW).
- **Reasonable Inquiries**- child or young person subject of the complaint is interviewed and relevant parent consent obtained; employee given reasonable notice of complaint; other witnesses interviewed; relevant documents, e-communications or other items of evidence are obtained, full details of allegation is put to the subject employee, and the employee is given full details of the complaint in writing, with a support person present, and an opportunity to respond.
- **Reportable Allegation** – means an allegation of reportable conduct against a person, or an allegation of misconduct that may involve reportable conduct.
- **Reportable Conduct** – The *Children's Guardian Act 2019* defines reportable conduct as including: sexual offences, sexual misconduct, ill-treatment, physical assault, neglect and psychological harm.
- **An Exempt Allegation** – Reportable conduct is not conduct that is reasonable for the purpose of discipline; the use of physical force that is trivial or negligible; or conduct of a class or kind exempted from being reportable conduct by the *Children's Guardian Act 2019*.

Resolution of Complaints Policy

Classification

Policy Number: SCS2020004 | **Version/Last Updated:** 21 September 2020 | **Audience:** Public |
Commencement: September 2020 (Reviewed 2020)

1.0 Rationale

This policy and procedures apply to parent, student and community member complaints.

2.0 Policy

Each school will develop its own guidelines that are in accordance with the policy and a vast majority of complaints are addressed and managed at the school level. Complaints made to the Central Office will generally be addressed by the School Operations Unit (SOU) or the Strategy, Policy & Governance team (SPG). SOU or SPG will intervene in matters which are assessed as a 'significant matter' and matters which cannot be managed at the school level, due to their sensitivity or need for specialist management.

All complaints will be handled adhering to principles of confidentiality and procedural fairness and all parties involved will be given an opportunity to be heard. The school and SCS will keep records of significant complaints and the resolution outcomes.

3.0 Procedures

Complaints Received at the School

The school guidelines for complaints resolution must include the following features as a minimum standard:

- a. Contact details – an email address and a phone number for general queries and details of appropriate person to resolve different issues.
- b. A link to the SCS Policy on Resolution of Complaints.
- c. The provision of advice on how best to resolve issues within the school context.

- d. A statement on the principles of complaints resolution in that school, adapted from, and congruent with, the Guiding Principles of SCS Policy.
- e. A copy of the school's Resolution of Complaints flowchart.

Complaints Received at the Sydney Catholic Schools Central Office

The complaints received will be handled in the following manner:

School Operations Unit (SOU)

The SOU will acknowledge and review the complaint, appoint a contact person for the complaint and work with the complainant, school and specialist personnel where appropriate (e.g. child protection, legal, student well-being).

Once an outcome of the complaint is determined this shall be shared with the complainant, including any action to be taken, the reasoning behind the decision and options for review.

Strategy, Policy & Governance directorate

Complaints concerning Central Office staff and/or decisions may be made to the Strategy, Policy & Governance directorate at (02) 9568 8215 or governance@syd.catholic.edu.au.

Review of decisions - SCS provides a review process for 'significant complaints' that have been considered at the school level and were unable to be resolved.

4.0 Explanatory Notes and Key Definitions

- **Complaint** - For the purposes of this policy a 'complaint' is defined as an expression of discontent.
- **Procedural Fairness** – Under the principles of procedural fairness, the process is clear, free from structural bias and ambiguity, allowing each party to present their cases fairly.
- **Significant Complaint** – Assessment of a complaint as 'significant' depends on the complexity of circumstances and the interrelationships of factors. Examples could be:
 - a significant breakdown of relationships in the school community has occurred, so that the matter cannot be addressed at this level
 - the matter is likely to impact on the future wellbeing of the student
 - the SCS Central Office believes that there is a reasonable likelihood of the complaint being upheld
 - there are potential legal or criminal implications.

Communications Policy

Classification

Policy Number: SCS2021002 | **Version/Last Updated:** July 2021 | **Audience:** SCS Internal |
Commencement: July 2021 (review 2024)

1.0 Rationale

The purpose of this policy is to clarify the parameters for the acceptable use of social media by all staff employed in Catholic systemic schools and offices in the Archdiocese of Sydney.

2.0 Policy

State and federal legislation and child protection protocols and policies of SCS must always be observed. The principal is to approve any local use of social media and the relevant age limits for students using social media platforms must be strictly observed. Creation of an SCS social media team or specific project account can only be done with the approval of the relevant Director and Head of Communications.

When staff are using social media in a professional context, an account must be created specifically for this purpose. Personal social media accounts should be for personal use only. Staff must respect students' rights to privacy, consistent with the relevant laws and regulations and student and parent choice.



3.0 Procedures

Principals may wish to develop local guidelines with respect to learning activities using social media within the school.

All staff members should discuss with the principal any intended use of social media within the school, clearly outlining the purpose and the educational goals and adhere to the guidelines provided in the SCS communications policy. When using social media in a professional context, staff must use the specific account created for that purpose. Staff must clearly communicate to students their responsibilities for appropriate interaction with others on social media and highlight to students the importance of responsible digital citizenship.

Code of Professional Conduct

Classification

Policy Number: SCS2021007 | **Version/Last Updated:** September 2021 | **Audience:** SCS | **Commencement:** September 2021 (review 2023)

1.0 Obligations and Requirements of the Code of Professional Conduct

The Code of Professional Conduct requires in essence that:

Employees must perform duties to the best of his or her ability, in a professional and competent manner and be accountable for their performance. They should maintain their professional reputation, including in their personal life and be familiar with the legislation under which they are employed, as this may specify requirements with which they need to comply. All employees are required to act in good faith by not making unfounded complaints, with malicious, frivolous or vexatious intent, against another person.

Principals, Managers and Supervisors must, in addition to the above-mentioned duties, promote a collaborative and collegial workplace and exercise leadership by working with staff to implement performance and development processes that are consistent with the employee's conditions of employment. They are required to provide ongoing support and feedback to staff and consult and involve staff in appropriate decision-making. They must also inform and make accessible to the employees, the Code of Professional Conduct and take appropriate action if a breach of the Code of Professional Conduct is found to have occurred.

2.0 Breach of the Code of Professional Conduct

Consequences Breach of the Code ('the Code')

An employee holds a position of trust and is accountable for his/her actions. Consequences of inappropriate behaviour and breaches of the Code are described in various legislation, policies, procedures and standards applicable to the organisation. Relevant SCS policies, procedures and standards are available on the SCS intranet.

The following behaviours may constitute a breach of the Code: dishonesty; fraudulent; corrupt; illegal (including but not limited to drug offences, any use of violence or threat of violence or criminal damage against property); a breach of other legislation; unsafe; a gross mismanagement or a repeated breach of administrative procedures; or conduct that may cause financial or non-financial loss or be detrimental to the school or broader SCS interest.

Reporting Requirements

An alleged breach of the Code may require a report to be made by either a principal or employee internally and may also be referred to external authorities under relevant legislation. If an employee becomes aware that a colleague has breached the Code, he or she should report this to the principal, supervisor or manager.

If you are unsure about whether something needs to be reported, speak with your union organiser of the SCS People and Culture Directorate.

All parties should take reasonable steps to maintain the confidentiality of the person making the report and no adverse action will be taken by SCS against a complainant who makes a report in good faith. Such a person is protected against reprisal, dismissal or discriminatory treatment as a result of making a report.

NOTE: making a false complaint may be regarded as a serious misconduct and may result in disciplinary action.

Appropriate Action

Appropriate action is determined by considering the nature and the seriousness of the breach, prior breaches,



mitigating circumstances, assessment of risk; and whether the breach would be serious enough to warrant formal disciplinary action.

Outcomes may include one or more of the following: counselling; performance management; professional learning/development; increased supervision or monitoring; coaching or mentoring; specialist assessment; informal or formal disciplinary action; demotion; redeployment; and/or termination.

3.0 Reporting Concerns about Child Protection Matters

Under relevant child protection legislation, there are specific requirements for employees in reporting matters of concern, including the obligation to:

- Inform the employer if you are charged or convicted of an offence relevant to working in child-related employment or have had any reportable allegation made against you.
- Report to the employer any allegations or convictions of reportable conduct involving an employee, as required by the Head of Agency (under the legislation).
- Report any information or concerns to the principal, manager or supervisor about inappropriate behaviour by another employee which involves a student or any other child or young person under the age of 18 years.
- Report any risk of significant harm to a child or any possible criminal activity in accordance with the relevant legislation and SCS policy and practices.
- Maintain the confidentiality of all parties concerned. If you have any questions regarding confidentiality requirements, you may speak with your principal, manager or supervisor or seek appropriate advice from the union.

4.0 Duty of Care

SCS has a duty of care to all staff, volunteers and contractors to provide a safe place of work. Whilst duty of care cannot be universally defined for all possible situations, it requires a consideration of the context; the risks to students and others; and the assessment of reasonable steps that would be required in the circumstances.

Obligations arise from the specific role and responsibilities of the employee and may include the following providing supervision; ensuring that grounds, premises and equipment are safe; implementing strategies to prevent bullying and harassment; following procedures relating to safety, welfare and wellbeing; complying with the WH&S legislation and regulations and complying with relevant child protection legislation, policies, procedure and standards including reporting risk of significant harm to a child or young person.

NOTE: the WHS Act extends the definition of workplace to include not just the school, but other locations and sites where staff and students attend for example, excursions, churches and TAFE.

5.0 Professional Relationships between Employees and Students

Employees are expected to behave in ways that promote the health, safety and wellbeing of the students. This includes:

- Being aware that employee interactions with students are based on a trusting relationship arising from the nature of their role in the workplace, and that those relationships are open to scrutiny.
- Ensuring that they do not develop a relationship with any student (even if they are over the age of 18) which could be interpreted as being personal rather than professional.
- Under no circumstances will a sexual relationship between an employee and a student be tolerated. Such relationships may be subject to the *Crimes Act 1900* (NSW). This could include relationships developed with students during the course of their schooling and pursued after the students have left the school.
- In circumstances where there are existing personal relationships such as family relationships or close friendships that involve an employee and a student, the employee needs to inform the principal, manager or supervisor of its existence and be transparent, prudent and mindful of any perceived conflict of interest.
- Being aware of, understand and observe child protection policies.
- Unacceptable behaviour includes, but is not limited to:
 - Communicating without an appropriate professional reason authorised by the principal.
 - Inviting students to join an employee's social networking site, page or group or accepting an invitation from a student to join theirs.
 - Attending parties with or socialising with students and/or inviting students to their home or attending the student's home (unless there is an appropriate professional reason and the consent of the parent or guardian and principal).
 - Transporting a student in a vehicle except in the case of a prior existing personal relationship (i.e. the student and teacher are family members), where permission has been granted by the parents and the principal.
 - Using sexual innuendo or inappropriate language or material with students.
 - Engaging students in conversations of an intimate personal nature including disclosing private



information.

- Giving students gifts which may encourage them to think they have a special relationship with the employee.
- An employee is obliged to be aware of the relevant legislation which prohibits:
 - Sexual relations with a person under the age of legal consent.
 - Sexual relations between a teacher and a student; and
 - Possession, production, displaying or transmission of child pornography.
- Before entering into a personal, intimate or sexual relationship with a former student, a teacher or other school employee should consider many factors including:
 - The special relationship of trust and influence which is created between a teacher (or other school employee) and student.
 - The age and maturity of the former student.
 - The time that has passed since the student left school.
 - The expectation that teachers will not act contrary to Catholic values and ethos.
 - The perceptions of the community of such a relationship.
 - The potential impact of the relationship on the reputation of the school, Catholic education and the teaching profession.

NOTE: a personal or sexual relationship with a former student entered into by a teacher or other SCS employee may be found to be sexual misconduct if it is established that the employee used their position to develop and maintain a personal or intimate relationship with the student before the student left the school.

6.0 Professional Relationships between Colleagues

Employees are expected to conduct themselves in ways which are conducive to positive workplace relationships. Conduct, which is not consistent with professional relationships may include, gossip, inappropriate personal remarks to a colleague or other persons about a colleague, forming alliances/cliques which exclude other colleagues, offensive, hostile or discriminatory conduct and behaviour which may cause offence or isolation of a colleague, and/or intentionally withholding information.

7.0 Appropriate use of Electronic Information Communication Technology (ICT)

The employer has the right to monitor and view any data used, stored or transmitted using the employer's facilities or devices. All employees must comply with all relevant policies or procedures relating to the use of ICT including the '[Staff use of Social Media Policy](#)' (summarised below)

When using SCS ICT, it is expected that each employee will exercise good judgement, use appropriate language and images, communicate in a manner consistent with their role and responsibilities and not

upload, download, send, circulate, display or respond to any sexually related or pornographic messages, racist material, material containing thoughts and feelings with over familiar or sexual connotation, material which is violent or hate-related messages, or other messages related to illegal activities.

All staff are required to report any situations where they become aware of the inappropriate use of ICT by another employee. Remember that electronic files or communication can be assessed by the employer or relevant external agencies for viewing or production in court.

Employees need to be mindful about not using social media sites that aren't appropriate for professional use and must remain mindful of their professional reputation as an employee of SCS. If an employee feels that they have become an online target of inappropriate communication from students or any member of the school community, they should alert the principal, manager or supervisor.

8.0 Managing Records and Data

All records and data that are produced in the course of work are the intellectual property of SCS. Staff and student records are to be maintained in a manner that is consistent with obligations under the relevant privacy laws.

Each employee has a responsibility to create and maintain full, accurate and honest records of their professional activities and decisions and they must retain these records securely and confidentially. Employees should seek appropriate advice regarding the destruction of records.

9.0 Intellectual Property

Work that is developed in the course of employment remains the intellectual property of SCS. Work and programs developed within one school context remain the property of that school and SCS. Copies may be retained and used by the originating school, even though the employee may re-use the materials at a new location. Materials should include the National Education Access Licence for Schools (NEALS) logo as this supports the sharing of such materials.



10.0 Managing Professional Reputation

Each employee has a right to participate in political and community activities and pursue individual interests provided they do not publicly conflict with their role as an employee of SCS. Employees must not make disparaging comments about others or the organisation in any public forum including social media.

Employees must advise their employer of any criminal charge against them relevant to their employment in child-related work to enable the employer to manage possible reputational and other risks to the organisation and individuals involved.

11.0 Use of Medications, Alcohol, Tobacco and Illicit Substances

If an employee is required to take medication (including prescription medication) which may impair their performance and/or their conduct, they must notify their principal, manager or supervisor.

Employees must not take to school or consume at school, or at school-related activities or workplaces, any illegal drugs or restricted substances. Additionally, employees must not consume tobacco at any school related activity or on school premises. Employees must not consume alcohol during work hours or at school activities. In the absence of a policy that totally prohibits the consumption of alcohol, schools should be mindful of professional boundaries, school reputation and safety of students and colleagues when deciding if alcohol is appropriate at events.

Employees **must not** encourage use, purchase for, offer, supply, give or administer to students (including those over the age of 18 years) any illegal drugs; restricted substances, prescribed or non-prescribed medication (unless in accordance with relevant policy); alcohol; or tobacco.

12.0 Identifying and Managing Competing Interests

All employees have an obligation to SCS to ensure that their role as an employee is not impacted by any competing, conflicting or outside interest, be it personal, financial, relational, filial or otherwise.

- **Conflict of Interest** Employees must not accept gifts that are excessive or that may give rise to an expectation or perception of bias, inducement or advancement for the gift-giver. Gifts that are received under such circumstances must be returned and the principal, manager or supervisor informed.
- **Secondary Employment** – Full-time employees shall not engage in any other employment without the express written permission of the Executive Director of Sydney Catholic Schools or their delegate. Part-time employees who work in another Sydney Catholic School or with another employer must advise their principal, manager or supervisor of any such other employment.
- **Employees as Parents, Carers of School Students** – In such circumstances, it is expected that such interactions will be in the capacity of a parent only and will be consistent with the professional standards and expectations of SCS employees.
- **Employment of Family Members** – SCS permits the employment of more than one family member whether or not the person concerned is employed in the same region, office or school, however employment decisions cannot be made on the basis of personal relationships and proper recruitment channels and protocols must be followed.
- **Engagement of Family Members as Contractors** - SCS staff are permitted to alert relatives to jobs as contractors within the SCS system in schools and offices other than that in which they personally are employed or have an influence over relevant decision making. The financial decision to engage a contractor cannot involve any element of personal relationship.
- **Recruitment** – recruitment at SCS must be conducted in accordance with appropriate SCS Recruitment and Selection Policies and Guidelines.

13.0 Professional Dress

Employees are obliged to dress in a manner which reflects positively on SCS, maintains the professional reputation of the employee and is appropriate to their role and responsibilities in a Catholic workplace. Employees are strongly encouraged to wear professional attire.

14.0 References

SCS only provides written Statements of Service. Any written reference that is provided must be on behalf of the individual and not written on SCS or School Letterhead. Employees must be mindful of confidentiality and privacy when providing verbal information.

15.0 Confidentiality and Privacy

SCS collects and stores confidential and personal information about students, their families and employees. Any misuse of confidential or personal information, whether intentional or reckless, is consistent with the school and SCS mission and ethos. As an employee, you must treat confidential and personal information about students, their families and other staff with respect and comply with relevant legislation and regulations and act in accordance with any relevant legislation relating to the provision of such information.



BEHAVIOURS TO ENCOURAGE - VOLUNTEERS

This document reflects behaviours that support a Child Safe School. It is a summary of the key expectations by Sydney Catholic Schools of volunteers engaging in our Catholic schools. These are important to keep volunteers, staff and students safe and supported in a school environment.

- **Well-planned and prepared:** Teachers plan for all school activities and work to a tight time schedule. Be on time and know what is expected of you in the relevant activity. Support the teacher and students in keeping to the scheduled time frame allocated.
- **Positive classroom climate:** Establishing a positive classroom climate, where students, teachers and volunteers have good rapport and open lines of communication. This assists to create a productive and safe learning environment for students. Be alert to how you can engage in a positive manner to support such a classroom climate, such as how you may use your verbal or body language, demeanour, good manners and listening skills.
- **Actively work within the Pastoral Care Policies of the school:** Different students will be more sensitive to different styles, and this is why it is so important for volunteers to have a pastoral approach to all students as you may not be aware of their individual circumstances. If you have any concerns about a student, you should bring it to the attention of the supervising teacher.
- **Non-confrontational approach for dealing with challenging behaviour:** There is no denying that some children can misbehave, test our patience, or deliberately act out in class, but it is important to remain calm and compassionate and actually address the core issue. The supervising teacher is responsible for responding to challenging or inappropriate conduct by a student. Remain calm and consistent in your manner with a challenging student and follow the teacher's direction and support if needed.
- **Use of a calm, consistent voice tone and non-threatening language:** The way in which students are addressed is equally as important as the words that are used. Communication with students should be calm and consistent. It is never appropriate to communicate in a manner that is emotionally threatening, demeaning, angry or hostile.
- **Volunteer development:** Induction and annual refresher in working with children or in schools as volunteers is most important. This is run by the school or SCS for volunteers. It is important to remain familiar with the relevant policies and procedures for the school you engage with.
- **Personal Care and Safety:** Be aware of any personal matters that you may potentially carry into the school environment. It is important to seek assistance or support from the supervising staff member if you require any support in the school activity. If you feel unwell or unable to engage productively and safely in the volunteer activity or role it is important you inform the school so alternative arrangements can be made.
- **Empathy with all of the students in our care:** All students are deserving of equal understanding and consideration.
- **Exercise adult boundaries and safe practices:** You are an adult and children learn appropriate boundaries from their experience of how adults engage with them. Children as they develop may push boundaries. It is up to the adult to maintain the boundary. Schools are subject to much scrutiny on boundaries to ensure our children are safe. You may find things are very different when or where you went to school. You should support and adhere to principles such as:
 - a) every effort is made not to be alone with a student
 - b) where possible teachers remain visible to other people when dealing with students
 - c) students are not dealt with behind closed doors
 - d) respect student's personal space.
- **Respect and support for Spiritual Development** – the faith experience and culture of our Catholic Schools is core to our student's educational experience. You have chosen to volunteer in a Catholic School. We respect all religions and backgrounds. Support the staff and students in their spiritual learning and development.



BEHAVIOURS TO AVOID - VOLUNTEERS

- **Personal comments:** Comments about a student's physique, performance, family and other aspects can be damaging to a student or damaging to the relationship between student and volunteer, or with another. It may be misinterpreted, even when it is well intended.
- **Intimidating, hostile or threatening statements:** Remarks of this nature towards students are not acceptable in any circumstance. **Sarcasm** is also a style of communication that can be easily misinterpreted by students and is not acceptable.
- **Physical contact with students:** Physical contact with students is **not appropriate** except where it is necessary:
 - a) for the educational or safety activity you are assisting with (and approved by the supervising teacher)
 - b) As an open and observable gesture of nurturing (e.g., comforting a kindergarten child who has tripped in the classroom or 'high fiving' a Year 8 student in congratulations).

Most schools have some form of 'hands off' policy for students and this needs to be exemplified by the adults in the school community.

- **Disciplining a student:** It is not the role of a volunteer to discipline any student. Any concerns about student behaviour should be directed to the staff member responsible for the student or activity.
- **Name-calling:** Use of derogatory or 'pet' names when addressing students, teasing or withdrawal of praise are all practices that can damage the relationship between students and volunteer and students and the school.
- **Coming into students or adults' personal space:** Every child and adult has their own personal sense of space. This can be influenced by culture, parent teachings, trauma and personality. Coming into a child or adults' personal space can make them feel unsafe or threatened.
- **Interactions that are likely to break trust:** Those volunteering with children in schools must always be aware that their interactions with students are based on a special trusting relationship and this relationship is open to great scrutiny.
- **Personal relationships:** It is not acceptable for a volunteer to engage in an overfamiliar relationship, sexual relationship or personal relationship with any student, even if the student is 18 years of age and a student in the school. Such behaviour may expose the volunteer to a complaint process and a report to police or another external authority.
- **Private communication and social media:** Volunteers should not engage in communications or activities with students by email, phone, mobile phone, internet or any form of social media. The exception is when such a tool is being used for an educational purpose and approved by the supervising teacher.
- **Crossing or blurring adult Boundaries:** Volunteers are not a student's friend or peer. They are an adult, or a young person (age 16-17), with certain responsibilities approved by the school to support the student in their education. A volunteer must maintain appropriate adult boundaries and uphold school boundaries and rules.
- **Swearing or inappropriate language:** It is not ok to swear on school grounds or near a student or staff member. Nor to use inappropriate language. Inappropriate language includes language or terms that may be sexual references, racist, sexist, discriminatory, clearly age inappropriate.

FACT SHEET 1

Introduction to Child Protection

What is child protection?

Child Protection is about ensuring children are safe from harm that may impact on their development, growth and wellbeing. Child protection relates to protection from abuse, neglect, violence, exploitation and conflict.

Sydney Catholic Schools adheres to NSW legislation relating to child protection and has policies and procedures to implement those requirements.

Why is child protection relevant to my employment?

If you are an employee of Sydney Catholic Schools, child protection is relevant because the core business of your employer is providing services to children.

Ensuring staff are informed and able to act in their roles to help keep children safe is consistent with the law as well as the values and ethos that underpin working in a Catholic organisation.

There are four main areas of law relating to Child Protection. They are:

1. *Children and Young Persons (Care and Protection) Act 1998* (NSW)
2. *Child Protection (Working with Children) Act 2012* (NSW)
3. *Children's Guardian Act 2019* (NSW)
4. *Crimes Act 1900* (NSW)

Fact Sheet 5 provides information on three particular topics that are relevant to Child Protection. These are included because they are areas that may present when working with children and it is important that employees are informed of what to do if they come across them. These include:

1. Professional boundaries with students
2. Social Media – its use with students and broader school community; and
3. Inappropriate images of children – knowing how to respond to information or circulation of such an image.

The policies of Sydney Catholic Schools, that are relevant to all of the above, are referred to throughout the Child Protection/Child Safe modules.

For further information on the above laws information may be found at the relevant websites as follows:

For **NSW the Office of the Children's Guardian (OoCG)** <https://www.ocg.gov.au>

For **Department of Communities and Justice (DCJ)** <https://www.dcj.nsw.gov.au/>

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FACT SHEET 2

Understanding Mandatory Reporting-Risk of Significant Harm (ROSH)

What is meant by being a 'mandatory reporter'?

In NSW this refers to the legal obligations of persons in certain positions who are required by a particular law to make a report to the Department of Communities and Justice (referred to as DCJ) when they believe a child may be, or is likely to be, harmed or abused.

The relevant law is the *Children and Young Persons (Care and Protection) Act 1998* (NSW). The Act defines:

- A child as someone who is under the age of 16 years
- A young person as some aged 16 or 17 years
- What a mandatory report is and obligations of mandatory reporters
- What is meant by a Risk of Significant Harm (ROSH)
- What you must do if you are concerned about a child
- Protection under the Act for reporters.

A mandatory reporter must report to DCJ if they have:

1. Reasonable grounds to suspect that a child is at ROSH; and
2. Those grounds arise during the course of or from the person's work.

Employee responsibility under the Act

As an employee in child-related employment, you have a responsibility to inform DCJ if you have information or observe something that gives you a reasonable belief that a child (up to age 16 years), is at risk of significant harm (ROSH).

In addition, Sydney Catholic Schools also directs employees to make a report about a young person (aged 16 years and 17 years). For school-based staff, it is the principal (or other senior staff member) who actually makes the report to DCJ Helpline (132 111).

What is harm?

Harm is defined in the Act as:

- **Neglect** – child or young person's basic physical and/or psychological needs aren't met
- **Failure to provide medical care** – parent or carer unable or unwilling to provide medical care
- Child is **habitually absent or not enrolled** at school
- **Physical abuse or ill-treatment**
- **Sexual abuse or ill-treatment**
- **Domestic Violence (DV)** – child or young person living in house with DV and as a result is at risk of serious physical or psychological harm; or
- **Emotional harm.**

NOTE: physical or sexual abuse may include an assault and can exist even if the child or young person has given consent.

Significant Harm means:

- harm that is sufficiently serious and needing a statutory response
- harm that is considered not minor or trivial
- circumstances causing concern to a significant extent.

NOTE: significance can relate to single act or omission or an accumulation. For other information about abuse/ROSH and indicators

visit: <https://www.facs.nsw.gov.au/families/Protecting-kids/reporting-child-at-risk>

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FACT SHEET 3

Screening Persons Who Work with Children in NSW

Screening for child-related work.

- The *Child Protection (Working with Children) Act 2012 (NSW)* is the relevant Act that governs screening of persons who work with children in NSW.
- The Act requires persons (paid or unpaid) who will be working with children to undergo certain screening procedures prior to commencing work to ensure their suitability to work with children. This includes religious, clergy and volunteers (unless an exemption provision applies).
- The Act is administered by the NSW Office of the Children's Guardian (OoCG).

The purpose of screening

- A Working with Children Check (WWCC) is a prerequisite for any person in child-related work. It involves a national criminal history check and review of findings of workplace misconduct.
- The purpose is to ensure those who are working with children, do not pose a risk to them.
- Screening identifies persons who may be barred from working with children. It also allows risk assessments to be conducted, when necessary, about an individuals' suitability to work with children.

Who requires screening?

- Any person working with children (paid or unpaid) **must** undergo the Working with Children Check (WWCC) when they take up any new position working with children.
- Volunteers, clergy and religious may also have to undertake the relevant screening process, through the OoCG, before they start working with children.
- The person who is self-employed e.g., dance teacher – must also undergo the screening process through the OoCG.

NOTE: There are certain exemptions that apply.

Penalties apply if a person makes a false declaration or if they commence work without the appropriate screening being undertaken.

For more information, go to <https://www.ocg.nsw.gov.au/working-children-check>

How does it work?

- The person completes an application form online at <http://www.ocg.nsw.gov.au/working-children-check>
- The person prints this out and takes it to a Service NSW or NSW Council Agency that offers Service NSW services. Service NSW verifies their identity.
- The person will receive an outcome and Working with Children Check number by email or post.
- There are only two outcomes a person can receive: **a clearance to work with children** or **a bar against working with children**.
- This process is called 'the Check'.

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FACT SHEET 3

Screening Persons Who Work with Children in NSW

NOTE: The previous is only a summary of the steps in the process for obtaining a clearance. Full details of the process can be found at <http://www.ocg.nsw.gov.au>.

Cleared applicants are subject to ongoing monitoring, and relevant new records may lead to the clearance being revoked.

The Check is fully portable which means it can be used for any paid or unpaid child-related work in NSW for as long as the worker remains cleared.

Clearance to work with children

- If the worker receives a clearance, they can use this for up to **five years**. They must provide their clearance number to each employer for whom they work with children.
- The employer is responsible for verifying the clearance number to ensure the person is cleared before they commence working.

Bar against working with children

- If clearance is not granted to work with children (that is, a bar is imposed), the person will receive a letter informing them of this decision and the reasons.
- Once a bar is in place, it is an offence to work with children for five years and penalties apply.
- If a person is already working with children, they must immediately remove themselves from this work. It does not matter whether the work is paid or voluntary.
- If they are already in child-related work (or planning to be in such employment), their employer (or proposed employer), will be notified that they have become barred and will be instructed to remove them from child-related work.

How screening relates to recruitment of employees

- The employer must verify that a person is cleared to work with children before they commence.
- The Sydney Catholic Schools' selection process also includes referee checks and interview questions in recruitment procedures. This is necessary to ensure suitable persons are selected to be with children.
- The employer's selection process includes extensive referee checks and interview questions.

The Sydney Catholic Schools' selection process

- The process for recruitment is managed by the People and Culture Directorate of Sydney Catholic Schools, Central Office, Sydney.
- This Department is responsible for checking that an individual is not barred by the Office of Children's Guardian (OoCG) from working with children, and the process for selection of suitable employees.

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FACT SHEET 4

Complaints Against Employees and the *Children's Guardians Act 2019*

The Office of the Children's Guardian now has a role in overseeing and scrutinising how certain agencies, (such as schools, childcare centres, youth centres), respond to and manage allegations about employees. The OoCG has a role in overseeing **all schools in NSW** in how they respond to certain allegations and implement appropriate employment decisions in relation to outcomes. Sydney Catholic Schools is required to report **all relevant 'allegations'** to the OoCG Office and undertake workplace investigations into those matters. The NSW Ombudsman no longer holds this responsibility.

More information about the NSW OoCG role can be found on the website

<https://ocg.nsw.gov.au/organisations/reportable-conduct-scheme>

What does this mean?

Sydney Catholic Schools is required to make a report and investigate certain 'allegations' relating to conduct towards a child, when the conduct is by any paid 'employee' or a person 'engaged' by the school. The legislation is 'allegation based' – i.e. any allegation must be reported on its 'face value'.

Who is an 'employee' and who is a person 'engaged'?

A person is **employed** by the Executive Director of Sydney Catholic Schools, if Sydney Catholic Schools:

- provides a Payment Summary for taxation purposes
- provides the person with work
- person is **engaged**, if the school
- general directions about the services to be provided
- is able to terminate the contract or involvement if the work is unsatisfactory or for any other reason.

NOTE: Volunteers and contractors are also considered to be an employee under this legislation.

What is an allegation of reportable conduct that requires a report to the NSW OoCG?

reportable conduct is defined under the *Children's Guardian Act 2019* as:

- any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence); or
- any assault, ill-treatment or neglect of a child; or
- any behaviour that causes psychological harm to a child,

whether or not in any case, with the consent of the child.

Note: It also includes allegations of misconduct that may involve reportable conduct.

Reportable conduct is NOT conduct that is reasonable for the purposes of discipline.

- the use of physical force that is trivial or negligible; or
- conduct that falls within a Class or Kind Determination, exempt under *Children's Guardian Act 2019*.

These conduct however, must still be investigated according to the Sydney Catholic Schools process and are subject to auditing by the Office of the Children's Guardian on a regular basis.

The Sydney Catholic Schools policy document provides further information on the process that is followed when an allegation is reported.

Further information: Making a finding of reportable conduct

<https://ocg.nsw.gov.au/organisations/reportable-conduct-scheme>

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FACT SHEET 4

Complaints Against Employees and the NSW *Children's Guardian Act 2019 (NSW)*

What is sexual misconduct?

Sexual misconduct includes conduct that does not necessarily equate to a criminal offence. There are two categories:

1. **Crossing Professional Boundaries** includes behaviour that can be reasonably construed as involving an inappropriate and overly personal or intimate relationship with conduct towards or focus on a child or young person or a group of children or young persons.
2. **Sexually Explicit Comments and other Overtly Sexual Behaviour**, which may include:
 - inappropriate conversations
 - comments of a sexual nature
 - unwarranted or inappropriate touching
 - sexual exhibitionism
 - personal correspondence – including electronic communication
 - exposure to sexual behaviour
 - watching children undress.

with or without child's consent.

The process

Sydney Catholic Schools has a process to make reasonable enquiries into all allegations and complaints.

The process may require a report to other external authorities such as the NSW Police Force and Department of Communities and Justice (DCJ).

The employer has a responsibility to:

- Adhere to principles of fair procedures
- Provide the employee an opportunity to put forward their side of the story and obtain advice if needed
- Provide support to the employee during the process
- Report the allegation to the NSW Office of the Children's Guardian and carry out reasonable inquiries to make a finding; and
- Undertake a risk assessment and implement strategies to reduce risks during the process for students, employees and the person subject of the complaint, other staff and the school community.

Reporting

A finding is made in accordance with the NSW OoCG guidelines. Certain findings may require a report to the Office of the Children's Guardian (OoCG) to inform its risk assessment in respect of the person's suitability to work with the children. Such findings are:

- Sexual offences / sexual misconduct committed against, with or in the presence of a child, including grooming a child; and
- Any serious physical assault of a child.

Any concerns about an investigation process undertaken by a School or the Sydney Catholic Schools should be directed to the School Principal, or the Child Safety team at Sydney Catholic Schools Central Office.

Further information

Planning and conducting an investigation - <https://ocg.nsw.gov.au/organisations/reportable-conduct-scheme>

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FACT SHEET 5

Other Important Child Protection and Child Safety Issues

Employees must be familiar with, and adhere to, the following Sydney Catholic Schools Policies:

- Communications Policy
- Behaviours to Avoid and Encourage
- Child Protection Code of Professional Standards
- Sydney Catholic Schools, Code of Professional Conduct

1. Social Media

Understanding social media and Professional Standards with Young People

As an employee of Sydney Catholic Schools, you must be aware of, and adhere to, the professional standards required of an employee in an organisation providing services to children and young people including in regard to the use of social media.

Use of social media

Staff and student online interaction **must only occur** in an educational context and only for educational purposes (unless otherwise approved by the principal).

If you are unsure, you should ask the principal or your supervisor for advice.

2. Professional Standards with Young People

As an employee of Sydney Catholic Schools, it is important to understand professional and adult boundaries with students in all interactions. It is important that each employee does not cross or blur any boundary with any school student regardless of their age.

At all times, staff and students must behave in a manner consistent with the values and ethos of the school and Sydney Catholic School.

It is common for children and young people to test or push boundaries. As an adult in a professional setting, it is expected that you maintain the boundaries and standards. You must remember that you are not a friend or peer of a student. You are an employee of a professional workplace that provides a service to children within an educational context.

3. Inappropriate Images of Children and Young People

Child Abuse Material (Child Pornography) is an **offence** under NSW and Federal legislation.

The term 'Child abuse material/child pornography' has a broad definition and is subject to 'community standards'. It may include images of children dressed inappropriately, children filmed/photographed in suggestive poses, and may involve children fully clothed or in different stages of undress. Photoshopped photos can also be deemed child abuse material/child pornography. If you are unsure, remember that 'community standards' apply – does it look pornographic?

If you become aware at work of an inappropriate image of a child or young person, you are required to inform your principal.

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18/03/2024

Private and Confidential

Margaret Markham
Unit 1 4-6 Belgrave Street
Bronte NSW 2024
margaret.markham@syd.catholic.edu.au

Offer of employment – General Employee

Dear Margaret,

I am pleased to offer you temporary employment with Sydney Catholic Schools Limited ACN 619 137 343 (“SCS”) as Trustee for the Sydney Catholic Schools Trust ABN 26 158 447 082 (the “Employer”) commencing on 18 - March - 2024 - on the terms and conditions attached to this letter (the “Contract”).

Please sign this Contract to confirm your acceptance of this offer and its conditions of employment and return it within seven (7) days.

Yours sincerely,

Signed Leanne Meehan
Principal

For and on behalf of Sydney Catholic Schools Limited ACN 619 137 343 as Trustee for the Sydney Catholic Schools Trust ABN 26 158 447 082.

Acceptance

I have read and understood the conditions of employment as set out in the Contract and I accept the offer of employment on the terms and conditions contained within it.

Signature of Employee

Date

Contract - Terms and conditions of your employment

In this Contract **Employer** means Sydney Catholic Schools Limited ACN 619 137 343 ("SCS") as Trustee for the Sydney Catholic Schools Trust ABN 26 158 447 082.

Schedule

1	Position	Learning Support Officer - Level 4 ▾	
2	Type of employment	Part-time ▾	
3	Category of employment	Averaged ▾	
4	Commencement date	18 ▾ March ▾ 2024 ▾	
5	Location	Sacred Heart Catholic Primary School Mosman	
6	Hours of work	_____52___ per fortnight	
7	Temporary employment		
		Last day of maximum term	30 ▾ January ▾ 2025 ▾ The last day of the systemic school summer vacation period in January 2025 ▾

Child Protection Legislation and Child Safe Policies

It is a condition of your employment that you are familiar and comply with all child protection legislation and child safe policies of the Employer that apply to your employment, as amended or replaced.

Working With Children Check, Accreditation and Employment Screening

This offer and your continued employment are conditional on you:

- a. holding a current Working With Children Check (“WWCC”) clearance in accordance with relevant legislation as amended or replaced;
- b. achieving and maintaining accreditation to work in Sydney Catholic Schools in accordance with the Employer’s policies as amended or replaced;
- c. completing any employment screening process of the Employer to its satisfaction; and
- d. holding a valid visa which permits you to work for the Employer (if applicable).

You are required to immediately notify the Employer if any of the following events occur:

- a. your WWCC clearance expires, closes or you are barred from child-related work;
- b. you do not complete the requirements to maintain your accreditation to work in Sydney Catholic Schools; or
- c. your visa conditions change or work limitation expires and you are no longer permitted to work for the Employer (if applicable).

The Employer may terminate this Contract and your employment if you fail to satisfy the conditions and requirements relating to your WWCC clearance, visa and accreditation to work.

Position and Classification

You will hold the Position set out at **Item 1 of the Schedule** and will be responsible to the Principal or delegate. The type (full-time or part-time) and category (averaged or unaveraged) of your employment are set out at **Items 2 and 3 of the Schedule respectively**.

You will be classified in accordance with the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2023* as amended or replaced (the “Enterprise Agreement”). Your classification is included with your Position at **Item 1 of the Schedule**.

You confirm and agree that the information provided by you to the Employer is true and correct and warrant that you have the skills and qualifications necessary to perform the position.

Your employment is governed by this Contract, the Enterprise Agreement and the *Fair Work Act 2009* (the “Act”), as amended or replaced. However, neither the Enterprise Agreement nor the Act form part of this Contract.

Commencement Date and Prior Service with the Employer

The commencement date for your employment under this Contract is set out at **Item 4 of the Schedule**.

If your employment with the Employer commenced prior to the Commencement Date, this Contract does not break your continuous service with the Employer. Continuous service is relevant to entitlements based on length of service such as leave and notice. All prior continuous service will be recognised as required by law.

Location

Your place of work will ordinarily be the school set out at **Item 5 of the Schedule**. However, the Employer may appoint you to work at another school or other location in accordance with organisational needs. You may be required to undertake travel in the course of your employment.

Temporary Employment

The details of your temporary employment are set out at **Item 7 of the Schedule**. The details include the reason your employment is temporary and maximum term and end date of your temporary employment (the "Term"), unless your employment is terminated earlier in accordance with this Contract.

If the reason for your temporary employment is that you are being employed to replace another employee on leave or secondment, this Contract may be terminated earlier than the expiry of the Term if the other employee's leave or secondment is cancelled or ends early.

The following conditions apply to temporary employment with the Employer:

- a. at any time before the expiry of the Term, you and the Employer may agree in writing to extend the Term for a further maximum period of time (the "Extended Term") and the terms and conditions of this Contract will continue to apply during any Extended Term, unless varied or replaced by agreement in writing
- b. if your employment under this Contract is terminated earlier than the expiry of the Term by you or the Employer, you will only be entitled to payment under this Contract up to the termination date
- c. if you continue to perform work for the Employer after the expiry of the Term at the direction of the Employer, your employment will be governed by the terms and conditions of this Contract unless varied or replaced by agreement in writing; and
- d. if this Contract has not been terminated earlier by you or the Employer, it will expire at the end of the Term without the need for either party to give notice and you will not be entitled to any further payment under this Contract.

As you are employed on a temporary basis, SCS must provide you with the [Fixed Term Contract Information Statement](#) ("FTCIS"). By signing and accepting this offer of

employment, you acknowledge that you have been provided the FTCIS and agree to this being given electronically to you. You may request a copy of the FTCIS to be mailed to your residential address by contacting P&C Services.

Duties and Responsibilities

You are expected to carry out the duties and responsibilities associated with your position, such duties and responsibilities to be confirmed by the Principal. Your performance is expected to reflect the expectations provided by the Principal including in any Role Description. There may be a Role Description for your position in the [Role Description Library](#) and/or the Principal may provide one to you. If there is a Role Description for your position it does not form part of this Contract.

The Employer reserves the right to add or amend your duties and responsibilities in accordance with changing circumstances and business needs within the boundaries of your skill and competence. At the discretion of the Employer, any such changes may be recorded in a Role Description or reflected in changes to your existing Role Description (if applicable).

In addition, it is agreed that you will:

- a. respect, support and uphold the mission, ethos and teachings of the Catholic Church and values of the Employer;
- b. strive, by work and personal example, to develop in students an appreciation and acceptance of Catholic teaching and values;
- c. by conduct and known public lifestyle give witness to the mission of the Catholic Church and avoid any influence on students that is contrary to the teachings and values of the Catholic Church;
- d. serve the Employer faithfully, honestly, efficiently and diligently and exercise all due care and skill in the performance of your duties;
- e. carry out all lawful and reasonable instructions given to you in relation to your employment;
- f. preserve and promote the best interests of the Employer, and refrain from acting contrary to the interests of the Employer;
- g. be responsive to the needs of the Employer at all times during your working hours, and assist and participate in sporting, spiritual, pastoral care and other extracurricular activities of the School and School Community outside working hours as reasonably required from time to time; and
- h. disclose any secondary employment to the Employer and:
 - i. if you are a full-time employee, not engage in any other paid work or business without the written consent of the Employer,
 - ii. if you are a part-time employee, not engage in any other paid work or business that may result in an actual or perceived conflict of interest without the written consent of the Employer;

the Employer will not unreasonably withhold its consent.

Policies

You are required to read and comply with the policies and procedures of the Employer, as varied from time to time, as they relate to your employment. Failure to comply may result in disciplinary action, including termination of your employment. The policies and procedures do not form part of this Contract and may be varied by the Employer at its sole discretion at any time. They are not intended to have contractual effect.

Probationary Period

The first six (6) months of employment with the Employer is subject to a probationary period, during which your suitability for employment will be assessed. If you have at least 6 months' continuous service with the Employer on the Commencement Date, you are not subject to a probationary period.

Hours of Work

Your hours of work are set out at **Item 6 of the Schedule**. Your start and finish times and break times will be as directed by the Principal from time to time. Your days of work will be worked Monday to Friday. If you are part-time, your days of work will be as directed by the Principal from time to time. You are entitled to breaks in accordance with the Enterprise Agreement and meal breaks (where applicable) are unpaid. Reasonable additional hours may be required from time to time to fulfil the requirements of this role. Any additional hours must be authorised in advance by the Principal or delegate.

The category (averaged or unaveraged) of your employment is set out at **Item 3 of the Schedule**.

If you are averaged, you will ordinarily only be required to work during term weeks of the Employer's school calendar and your pay for term weeks will be averaged over the calendar year. Averaged employees may be required to work additional days in student vacation periods when the School's needs dictate. If additional days are required, you will be given notice and paid an additional amount for all non-term days worked in accordance with the Enterprise Agreement.

If you are unaveraged, you are required to work during term and non-term weeks and take your annual leave in the Summer student vacation period in accordance with the Enterprise Agreement unless otherwise agreed.

Remuneration

Your Remuneration is comprised of your salary and superannuation.

Salary

Your salary will be based on your classification (included with your Position at **Item 1 of the Schedule**) in accordance with the Enterprise Agreement. Annual salaries for General Employees in the Enterprise Agreement can be found on the Employer's [website](#). If you are part-time, your salary will be pro-rated based on your hours of work.

If you are averaged and your employment commences after the start of the school year, you take leave without pay or your hours of work vary, your pay during one or more student vacation periods may be adjusted in accordance with the Enterprise Agreement.

The net amount of your salary (after deduction of all applicable taxation) will be paid to you each fortnight via electronic funds transfer.

Superannuation

The Employer will make superannuation contributions into a complying fund on your behalf in accordance with the Enterprise Agreement and superannuation legislation as amended or replaced.

Salary Packaging

By agreement with the Employer, your salary may be salary packaged.

All associated costs and taxes incurred by the Employer in meeting its legal obligations, including in relation to fringe benefits tax legislation, will be your responsibility and will be deducted from your Remuneration.

In the event that salary packaging ceases to be an advantage to you, arrangements will be made to convert the agreed amount packaged back to salary. Any costs associated with the conversion to salary will be borne by you and the Employer will not be liable to make up any salary lost as a consequence of your decision to convert to salary.

It is the intention of the Employer, as far as possible, to maintain a worthwhile salary packaging arrangement for you. If legislative or other changes have the effect of increasing the cost of packaging to the Employer, then these will be paid by you or the Employer will cease the arrangement.

It is your responsibility to consider whether salary packaging is appropriate for your personal circumstances and you should obtain your own independent financial advice. The Employer makes no representation in relation to salary packaging and is not liable for the cost or outcome of any such advice.

Leave

You are entitled to leave in accordance with the Enterprise Agreement and any applicable legislation as amended or replaced.

You may be entitled to portability of your Personal/Carer's Leave and to have your service recognised for the purpose of Long Service Leave entitlements from your previous employer as set out in the Enterprise Agreement. You are required to make an application for Personal/Carer's Leave portability within four school weeks of commencing employment with the Employer and any application with respect to recognising prior service for Long Service Leave within 14 days of commencing employment with the Employer.

Medical Assessment

The Employer may direct you to attend a medical assessment to determine your fitness and capacity for work, which may include an examination by a medical practitioner nominated by the Employer. The Employer will meet the costs of such an examination. You will be requested to consent to the medical practitioner disclosing any report arising from such a medical examination to the Employer.

Confidentiality

You agree to maintain the confidentiality of information and documents to which you have access in the course of, or arising from, your employment.

You must not, during your employment or after the cessation of your employment for any reason, directly or indirectly, use or disclose (or attempt to use or disclose) confidential information other than confidential information that you are required:

- a. to use or disclose in the ordinary course of your employment; or
- b. by law to disclose.

Confidential information includes, but is not limited to:

- a. information about individuals held by the Employer, including but not limited to former, current and future staff, students and their families and carers, contractors and suppliers;
- b. trade secrets and confidential know-how;
- c. financial, accounting, marketing, enrolment, strategic business and technical information, plans and forecasts, fee, contractor and supplier lists, technology, operating procedures, databases, source codes and methodologies;
- d. the Employer's methods, manuals and staff training materials;
- e. any other information identified as such by the Employer to you; and

- f. all other information obtained in the course of your employment that is, by its nature, confidential or personal information.

Intellectual Property and Moral Rights

All Intellectual Property rights arising in relation to any Works created or developed by you in connection with your employment (whether alone or with others) will belong to the Employer and you agree to immediately disclose to the Employer all such Works.

You acknowledge and agree that all existing Intellectual Property rights, titles and interest in all Works created or developed by you in connection with your employment (whether alone or with others) are vested in the Employer and upon their creation, all such future rights will vest in the Employer.

You agree to execute all documents and do all acts and things required or desirable to secure any Intellectual Property rights of the Employer.

You consent to any and all acts or omissions by the Employer, its licensees and others authorised by the Employer in relation to all Works made by you in the course of your employment, which may or would otherwise infringe your Moral Rights in any or all of those works.

“Intellectual Property” means all forms of intellectual property rights throughout the world including copyright, registered patent, design, trademark and confidential information.

“Moral Rights” has the meaning given to it in Part IX of the *Copyright Act 1968 (Cth)*, as amended or replaced, and includes rights to the integrity of authorship, rights of attribution of authorship, and similar rights that exist or may come to exist anywhere in the world.

“Works” includes, but is not limited to, all articles, books, programs, texts, compositions, literary works, artistic works, dramatic and musical works, software, hardware, inventions, discoveries, designs, drawings, reports, documents, systems, improvements, processes, and other materials.

Termination

Your employment may be terminated by you or the Employer giving notice in writing in accordance with the Enterprise Agreement. The Employer may, in its discretion:

- a. require you not to report to work, or provide you with altered duties, during part or all of the notice period; and/or
- b. pay you in lieu of part or all of the notice period.

If you terminate your employment without giving the requisite notice, the Employer may deduct money from your final pay in accordance with the deductions clause below.

Your employment may be terminated immediately without notice if you engage in serious misconduct, which includes (but is not limited to) behaviour inconsistent with the teachings and values of the Catholic Church. In these circumstances, you will only be paid up to the date of termination.

Deductions (during employment and upon termination of employment)

Subject to applicable law and the Enterprise Agreement, you irrevocably authorise and agree that during your employment or upon termination of your employment, the Employer may deduct from any payments it makes to you, any amounts you owe the Employer, including:

- a. overpayments made by the Employer to you;
- b. for requisite notice of termination of employment not given; and
- c. money paid to you for paid leave taken in advance, where you have (or had) no entitlement to that leave.

The Employer will inform you of any amount that you owe and it seeks to deduct and, if you agree in writing to the deduction, including the amount, the Employer is authorised to deduct the amount. You further agree that you will not unreasonably withhold your agreement to the deduction. Should the deduction not be made, or if the amounts owed by you to the Employer exceed the amounts payable to you by the Employer, you agree that the amount owing will be repaid by you within 30 days' of notice being given that the amount is owing. If you do not repay the amount owing within 30 days of the notice, the Employer will be entitled to recover the remaining amount owing in a court or tribunal of competent jurisdiction.

This clause continues to apply after your employment ends.

Return of Property

Upon ceasing employment you must immediately return records, professional resources, equipment and other property in your possession or control which belong to the Employer.

General Provisions

Your obligations under the provisions of this Contract concerning the return of property, confidentiality, intellectual property and moral rights and deductions continue after the termination of your employment.

Suspension

It is acknowledged and agreed that the Employer may suspend you in accordance with the Enterprise Agreement. During suspension you must cooperate with the Employer during normal working hours, including being available to attend any meetings or interviews.

You will be paid during any suspension of your employment unless the Enterprise Agreement provides otherwise.

Governing Law

This Contract is governed by the law in force in New South Wales.

Severability

Each provision of this Contract is severable from the other provisions and the severance of a provision does not affect the remainder of the Contract.

Waiver

The failure of either party at any time to insist on performance of any provision of this Contract is not a waiver of its rights at any later time to insist on performance of that or any other provision of the Contract.

Workplace Surveillance

The Employer notifies you that continuous ongoing camera, computer and tracking surveillance will be carried out in your workplace. You agree to this surveillance from the start of your employment.

The surveillance is carried out by all means available to the Employer. Computer surveillance may include the monitoring and reading of emails sent, received and stored on the Employer's computer network (including emails deleted from the Inbox), monitoring websites accessed by employees, automated scanning of an employee's files to identify viruses or other malicious codes and logging individual keystrokes. Computer surveillance is carried out in accordance with the *SCS Workplace Surveillance Policy*, as amended or replaced.

The security system installed in your workplace may allow tracking by recording when and where employees use their access key cards.

Execution of this Contract

You agree that this Contract may be executed electronically and if executed electronically by you, the electronic signature is valid and represents your intention to enter into this Contract

and shall for the purposes of validity, enforceability and admissibility be the same as your handwritten signature.

Entire Agreement

This Contract represents the entire agreement between you and the Employer. Any prior representations, communications, agreements and/or contracts between you and the Employer in relation to your employment are replaced and superseded by this Contract. Notwithstanding any change in duties or any other term or condition of employment, this Contract will prevail until varied or replaced.