

Private Mail Bag 1 Strathfield NSW 2135

Telephone 02 9763 1000 Email spc@spc.nsw.edu.au Website www.spc.nsw.edu.au

Date		
Full name of volunteer		
Address Line 1		
Suburb	NSW	Postcode

Dear

#### **VOLUNTEER DECLARATION FORM**

Thank you for volunteering your services to St Patrick's College, Strathfield. We appreciate that you are choosing to give your time, skills, and knowledge for the benefit of the school and its students. Our objective in working with you in this volunteer relationship is for you to achieve a sense of achievement and satisfaction in giving your time for the benefit of others, and for our school and students to benefit from your voluntary contribution.

Although you are offering your time on a volunteer basis, it is necessary for school to ensure the nature of the arrangement is properly documented. As such, we would like to take this opportunity to set out the details surrounding your volunteer arrangements, including the days and times that you will be volunteering at the school.

Please take the time to read this Volunteer Declaration Form carefully and if you agree to work with us on this basis, then please sign on pages 6, 7 & 10 as indicated and return the original signed version to us.

If you have any questions in relation to the Volunteer Declaration Form, please do not hesitate to contact me.

averab

Dr Vittoria Lavorato Principal



VOLUNTEER MANAGEMENT Volunteer Declaration Form



(address),

# **Volunteering Declaration**

I (name of volunteer) Of in the state of New South Wales declare that

## Background

- A. I have chosen to volunteer my time for the benefit of one of EREA's schools and its students.
- B. I understand that I am not an employee of EREA or the School and that I am engaging in such volunteer activities of my own initiative as an active contributor to the school community.

## 1. Voluntary Work

- 1.1 I offer to work on a voluntary basis at St Patrick's College, Strathfield or other such locations set out in Schedule 1 to this Declaration or as advised or requested from time to time.
- 1.2 I understand that this Declaration is not an employment contract and that:
  - (a) it **only** applies where I have agreed to volunteer my services for the benefit of EREA and our community; and
  - (b) this form is intended to explain and clarify the arrangements that shall apply when I am engaging in such volunteer services.
- 1.3 In connection with my assistance as a volunteer, I agree that I will not make any claim for employee entitlements including but not limited to salary, wages, penalty payments or overtime, superannuation, notice of termination or paid leave entitlement or any other entitlements afforded to employees under the Fair Work Act 2009 (Commonwealth Government, Cth) or any other applicable legislation from time to time. Similarly, no relationship of principal and contractor or agency is created between me and EREA or the School in respect of any work and activity that is covered by this arrangement.

### 2. Hours of Voluntary Work

- 2.1 I understand that the indicative hours/time (if applicable) for which I have agreed to provide my voluntary services are set out in the Volunteer Plan, being set out at the end of this Declaration.
- 2.2 I understand that EREA and or the School can vary (including to increase or decrease) the hours I volunteer with the School at any time.
- 2.3 Whilst I am not obliged to volunteer my help for the benefit of EREA or the School on an ongoing basis, I acknowledge that should I propose to undertake further volunteer assignments in subsequent school terms, then EREA and/or the School and I can complete and sign further Volunteer Plans that record my voluntary services for that new school term. Where that happens the terms of this Volunteer Declaration will be read in conjunction with the new Volunteer Plan.



### 3. Insurance

- 3.1 I understand that EREA arranges a Voluntary Workers Personal Accident insurance policy that provides:
  - (a) prescribed lump sum benefits for Accidental Death and Permanent Total Disablement.
  - (b) limited weekly benefits in the event of Temporary Disablement for any voluntary worker who becomes incapacitated arising from an accidental injury; and
  - (c) other ancillary benefits

whilst engaged in voluntary work authorised by and under the control of EREA or its education entities (including direct, uninterrupted travel to and from such activities). All such benefits are subject to the insurance policy limits, terms and conditions. Any insurance arranged by EREA for Voluntary Workers does not take into consideration the unique circumstances of each individual and all Voluntary Workers are responsible for ensuring that they have arranged for themselves personal insurance(s) appropriate to their objectives, financial situation, and needs.

3.2 I understand that as a volunteer that I may be protected by EREA's Public Liability policy for my liability to pay compensation to a third party who suffers injury or property damage caused by me whilst undertaking volunteer activities directly connected to the School and the Volunteer Plan. Protection is subject to the Public Liability insurance policy limits, terms and conditions and claim excess.

# 4. Working With Children Check (WWCC)

- 4.1 I understand that it is a requirement of the relevant State legislation that I obtain a Working with Children Check (**WWCC**). The WWCC must be provided by the appropriate Government agency in the State or location of my activity and be always current and valid whilst I am undertaking in volunteer activities, with or for, EREA and or the School.
- 4.2 I understand that the WWCC should be provided to EREA and/or the School (as requested) prior to undertaking any volunteer activities.
- 4.3 I understand that this arrangement is subject to my providing a verified WWCC and that failure to provide a WWCC or if my WWCC has a 'barred', 'interim barred', or 'not found' status at any time, I may be directed to immediately cease performing activities as a volunteer.
- 4.4 I understand that I must comply with EREA / school Child Safeguarding policy and undertake induction that covers my obligations in relation to Child Safeguarding.

## 5. Workplace Health and Safety

- 5.1 I understand that the location/s at which I perform voluntary activities may still be considered to be a "workplace" for the purpose of the relevant state or territory work health and safety legislation (WHS Act). As such, I understand that I must comply with all my duties and obligations under the relevant work health and safety legislation in that jurisdiction. These include, but are not limited to, taking reasonable care for my own health and safety, and ensuring I do not compromise the health and safety of others.
- 5.2 I understand that I must also comply with any EREA and School policy in respect of workplace health and safety as in place or amended from time to time. Because of the importance of these obligations, I understand if I do not comply with my work health and safety obligations under the



WHS Act or applicable EREA and/or School Policy, EREA and/or the School may immediately conclude this volunteering arrangement.

#### 6. Honorarium

6.1 I understand EREA and/or the School may at its sole discretion decide to offer me an honorarium that can be applied to help reimburse me for my expenses associated with my volunteering activities. The honorarium payment is not equivalent to wages or a salary. The amounts paid are in respect of the pursuit of a past-time or hobby.

#### 7. If I am Unavailable

7.1 I understand that if I am unable to perform volunteer activities at a time that had been scheduled with EREA and/or the School, I will notify EREA and/or the School as soon as practicable. This is so EREA and/or the School can make alternative arrangements and ensure they are meeting their safety obligations.

#### 8. Security and Safety and Company Property

8.1 I acknowledge and agree that if I take control or possession of any School property during my voluntary activities, that I am responsible for the reasonable care and protection of that property. I will, to the best of my ability, prevent any damage occurring to it and agree to ensure that such property is maintained in good condition and is returned to EREA and/or the School in good condition when asked.

#### 9. Confidentiality

9.1 I understand that as a volunteer with EREA and the School, I may have access to confidential information and documents relating to EREA and/or the School. I understand that I must only use and deal with confidential information for the proper performance of my volunteering activities.

### 10. No Public Comment

10.1 I understand that EREA and the School are often subject to serious legal obligations to protect the confidentiality of information regarding its work and services, and to protect the privacy of its students and staff. Because of this, I agree not make any public comment regarding or on behalf of EREA or the School, without EREA and/or the School's (as applicable) prior express permission to do so. To avoid any confusion and without limiting the above, I agree not to post any information, photos or make any communication or comment in any public forum, including (without limitation) on any social media website or to any traditional media, without first obtaining EREA or the School's (as applicable) express permission to do so.

### 11. Privacy

11.1 I understand that in the event that I may have access to, or deal with, information during the course of my volunteer activities that is subject to legislative privacy restrictions (e.g. under the Privacy Act 1988 (Cth) or under other specific State/Territory or industry-based legislation), it is a requirement of this arrangement that I familiarise myself with, and comply with, these requirements, as they relate to my duties, including by co-operating with EREA and the School in relation to such matters.



# 12. Child Safeguarding

- 12.1 St Patrick's College is a child safe and child-centred organisation, committed to the protection of children and has zero-tolerance of any abuse of children. It is our commitment to ensure that each and every child and young person under our care is kept safe and free from all forms of harm and abuse.
- 12.2 St Patrick's College is committed to ensuring the safety, wellbeing and dignity of all children and young people. Our physical and cultural environment promotes children and young people's feelings of inclusion, participation and empowerment.
- 12.3 In accordance with Child Protection legislation, all people engaged child-related work, including Volunteers must obtain a Working with Children Check clearance prior to their engagement at the College. For information on the NSW Working with Children Check <u>click here</u>.
- 12.4 The appointment of workers, including Volunteers is subject to satisfactory screening for childrelated employment. All workers are required to retain a valid Working with Children Check, and adopt and comply with Child Safeguarding responsibilities, Child Protection policies and procedures and Code of Conduct.

## 13. Child Safeguarding - Responsibilities and Obligations of Volunteers

- 13.1 All Volunteers at the College are responsible for contributing to the safety and protection of students in the College environment.
- 13.2 All Volunteers at the College are responsible for contributing to the safety and protection of students in the College environment.
- 13.3 It is the College's policy that, irrespective of the degree of contact with students, or the frequency or length of engagement, all Volunteers are required to:
  - (a) adhere to the College's Child Safeguarding Policy and the EREA Child Safe Code of Conduct
  - (b) report child safety concerns to external agencies where required by law.
- 13.4 It is the College's policy that, in addition to the above, Volunteers are required to:
  - (a) hold a current Working with Children Check clearance
  - (b) undergo child safeguarding training prior to commencing volunteer work at the College
  - (c) be aware and observant of key indicators of abuse or other harm and grooming and
  - (d) raise any child safety concerns they may have with a Child Safeguarding Officer or the Principal.
- 13.5 Casual Volunteers who are legally exempt from holding a WWCC do not need a WWCC but must instead complete and provide to the College:
  - (a) a Statutory Declaration that they have no offences that would bar them from working with children under the Act;
  - (b) an Undertaking to advise the College if they become barred from working with children or are convicted of a relevant offence; and
  - (c) a Consent to the Office of the NSW Children's Guardian conducting a criminal records check in the event that the College is audited.



# 14. Child Safeguarding Declaration

- 14.1 We have a duty and obligation under the legislation to assess your suitability for child related work. Please review the following statements and provide further information where the answer is 'YES'.
  - (a) Are you currently subject to any criminal proceedings that if proven would prevent you from undertaking work with children?



(If YES, please give a brief description)

(b) Have you ever been the subject of a sustained 'reportable conduct' allegation or reportable conviction? \*\* Section 25A of the NSW Ombudsman Act 1974 defines 'reportable conduct' as: (a) any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence or an offence involving child abuse material), or (b) any assault, ill-treatment or neglect of a child, or (c) any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child.

NO
YES

(If YES, please give a brief description)

(c) Have you ever been the subject of an Apprehended Violence Order (AVO) that was made for the purpose of protecting a child or young person from harm?

NO
YES

(If YES, please give a brief description)

(d) Is there any cause for our College to have reservations about your suitability for child related employment?



(If YES, please give a brief description)



Volunteers can direct questions about child safety at the College to one of our Child Safeguarding Officers:

Name	Position	Phone	Email
Dr Vittoria Lavorato	Principal	02 8705 9202	vittoria.lavorato@spc.nsw.edu.au
Adrian Byrne	Deputy Principal	02 8705 9203	adrian.byrne@spc.nsw.edu.au
Alexandros Sinadinos	Acting Director of Wellbeing	02 8705 9242	alexandros.sinadinos@spc.nsw.edu.au

## 15. COVID-19 Vaccination Policy

- 15.1 The College's COVID-19 Vaccination Policy (the Policy) outlines the College's position and requirements for its workers, including Volunteers to be vaccinated against COVID-19 (first and second doses).
- 15.2 All St Patrick's College, Strathfield workers are required to provide evidence of their COVID-19 vaccination status to the Principal prior to their employment or engagement.
- 15.3 Worker vaccination status is confidential. The College will not collect, use, or disclose the vaccination status of its workers except in accordance with the Privacy Act 1988 (Cth) and the Health Records and Information Privacy Act 2002 (NSW). All workers will be required to complete the College's COVID-19 Privacy Collection Notice provided together with this agreement.

### 16. Ending my Volunteer Activities

16.1 I acknowledge that either I or EREA or the School can end this volunteering arrangement at any time, however it is best to do so by providing the other with at least 1 days' notice.

### 17. EREA/School Policies & Code of Conduct

- 17.1 I agree to read, understand, and comply with the Code of Conduct, policies, and procedures of EREA and the School, as introduced, amended and/or replaced from time to time.
- 17.2 I understand that EREA and/or the School may vary, change, or terminate existing policies as well as introduce a new Code of Conduct and/or new policies from time to time at its sole and complete discretion.

### 18. Entire Understanding

18.1 This Declaration, along with its annexures, constitutes the volunteering arrangement between me and EREA and the School, and supersedes any prior arrangements, dealings, representations, warranties, or understandings between myself and EREA and/or the School, whether verbal or in writing.

Signature

Date

Print Name



# **Volunteer Plan**

Volunteer Name	
Commencement Date	Friday 9 June 2023
School Name	St Patrick's College, Strathfield
Manager / Contact Person	Ingrid Viney (Events Manager)
Volunteer Assignment	Founders Day BBQ
Working with Children Check (WWCC) number	
Date of birth (required for WWCC verification)	

#### **Details of Volunteering Activities**

Set out below are the details for upcoming volunteer activities.

School	St Patrick's College, Strathfield	
Date/Term	Friday 9 June 2023 (Term 2)	
Description of activities	Shift: 8:30 AM – 1:30 PM Set Up (College Hall) & serving of Recess items	
College House your son/s belong to:	Berg Crichton Coghlan	
	Hanrahan Hickey Rice	
Honorarium	N/A	
I acknowledge that above details set out my volunteer activities and that this Volunteer Plan is to be read in conjunction with the Volunteer Declaration Form that I have previously signed.		
	Name: Date:	
	Signature:	





# **COVID-19 Vaccination Privacy Collection Notice**

St Patrick's College Strathfield (ABN 70 273 700 830) will collect Vaccination Information of staff, contractors and other workers, students on practicum and volunteers (collectively Workers) in accordance with this Privacy Collection Notice (the Notice).

St Patrick's College Strathfield is authorised by law to collect and use COVID-19 Vaccination Information, in accordance with the College's COVID-19 Vaccination Policy.

St Patrick's College Strathfield will collect, use and disclose COVID-19 Vaccination Information to ensure St Patrick's College Strathfield and its Workers comply with the COVID-19 Vaccination Policy in place and as amended from time to time. St Patrick's College Strathfield does not need your consent to collect. use and disclose this information for these purposes.

Your consent is required for the collection of your Vaccination Information and its use and disclosure for the additional purposes outlined below.

#### Additional reasons for collection of Vaccination Information

St Patrick's College Strathfield will collect, use and disclose COVID-19 Vaccination Information to:

- Inform operational and staffing requirements, including in relation to the safety in accordance with • the Work, Health and Safety Act 2011 (NSW) and Work Health and Safety Regulation 2017 (NSW) (WHS Law).
- Ensure the health, safety and wellbeing of Workers, students and the communities in which we operate.

#### Information Collected

St Patrick's College Strathfield will collect information pertaining to Worker vaccination status, including information about:

- An appointment to receive a dose of a COVID-19 vaccine, and/or
- A dose or doses of a COVID-19 vaccine, or

AUSTRALIA

A medical contraindication certificate issued by a medical doctor using the Australian Immunisation Register - Immunisation Medical Exemption Form (IM011) (collectively or individually, Vaccination Information).

Copies of digital COVID-19 certificates and medical contraindication certificates may be collected, used and disclosed in accordance with this Notice.



#### Consequences of withholding or not providing Vaccination Information

If you do not provide your Vaccination Information:

- St Patrick's College Strathfield may conduct a risk assessment to assess any ongoing risk to Workers and students in consideration of available information at the time.
- you may be restricted from attending the workplace.
- you may be restricted from working in specific locations.
- you may no longer meet an inherent requirement of your role with St Patrick's College Strathfield

#### Storage of Vaccination Information

Vaccination Information will be stored securely and only made available to those who require it for the purposes outlined in this Notice. This Notice is ongoing, and Vaccination Information will be securely stored and retained for as long as required by law and appropriately destroyed or de-identified once no longer required.

#### **Access to Vaccination Information**

You can access your Vaccination Information at any time upon request. The authorisation provided under this Notice is ongoing for the length of time that the vaccination is valid. Should you wish to update or correct your Vaccination Information you can do so by contacting the Principal, Dr Lavorato at <u>vittoria.lavorato@spc.nsw.edu.au</u>.

I (insert name) have read and understood the information provided in this Notice in respect to St Patrick's College Strathfield requesting, storing, using and disclosing COVID-19 Vaccination Information in accordance with this Notice.

Signature

Date

