

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DEPARTMENT FOR CHILD PROTECTION AND FAMILY SUPPORT**  
**AND**  
**THE ASSOCIATION OF INDEPENDENT SCHOOLS OF WESTERN AUSTRALIA**  
**2016**

**1. PREAMBLE**

Safeguarding and promoting the wellbeing of children<sup>1</sup> is a shared responsibility of parents, families, communities and across government and non-government sectors

Research consistently demonstrates that collaboration between key agencies is essential to maximise the potential for good child protection outcomes.

The parties to this Memorandum of Understanding (MOU) are the:

- Department for Child Protection and Family Support (CPFS); and
- Independent schools, and
- Association of Independent Schools of Western Australia (AISWA).

This MOU affirms each party's joint approach to.

- supporting and protecting children, young people and individuals at risk or in crisis, who have come to the attention of either party due to child abuse or neglect issues;
- responding to the needs of children arising from actual or potential abuse and/or neglect according to each agency's roles and responsibilities; and
- education planning for children in the care of the Chief Executive Officer (CEO) of CPFS (children in the CEO's care).<sup>2</sup>

**2. PURPOSE**

This MOU provides an overarching framework for the schedule that guides the provision of collaborative child protection and education services for children in the CEO's care and children who have been, or are, at risk of abuse and/or neglect.

---

<sup>1</sup> "Child" means a person who is under 18 years of age, and in the absence of positive evidence as to age, means a person who is apparently under 18 years of age *Children and Community Services Act 2004 (WA)* s 3

<sup>2</sup> *Children and Community Services Act 2004 s 30*

### **3. LEGISLATIVE BASIS**

This MOU and accompanying schedule is to be read in conjunction with the *Children and Community Services Act 2004* (the Act), *School Education Act 1999*, and other relevant State and Commonwealth legislation.

### **4. PRINCIPLES**

This MOU and the accompanying schedule are underpinned by the following principles:

- The safety and wellbeing of children is of paramount importance.
- Children in the CEO's care have unique vulnerabilities
- Effective child protection practice includes children and their families in decision-making to ensure services are relevant and responsive.
- Collaborative practices between agencies improve safety and wellbeing for children and families
- The 'best interests of the child' is the paramount consideration for all functions carried out under the Act, including information sharing, care planning and documented education plans.
- Agreed frameworks, mutual respect, trust and open communication between agencies build effective partnerships
- The parties will support the partnership through collaboration and ongoing joint staff learning and development where appropriate.
- Equity and access issues are a priority embedded in policy, strategy, programs and service delivery.

### **5. KEY AREAS OF COLLABORATION**

- Responding to concerns regarding a child's wellbeing and allegations of child abuse and neglect.
- Joint approach to supporting children in the CEO's care, including children with high and complex needs
- Exchange of information
- Service provision.
- Workforce development.
- Evaluation and research.
- Education planning.

### **6. WHOLE OF GOVERNMENT LINKAGES**

There are a number of strategic relationships, such as the Child Safety Directors' Group, that aim to ensure coordinated services and responses for vulnerable children, young people and families.

The parties to this MOU are committed to the Cabinet endorsed Rapid Response initiative which prioritises services for children in the CEO's care.

**7. TIMEFRAME AND REVIEW**

The parties agree that this MOU and its schedule may be reviewed, amended or varied by written agreement signed by persons authorised to sign on behalf of the parties.

This MOU will continue to be effective until the parties endorse a revised MOU.

**8. GRIEVANCE RESOLUTION**

The parties will endeavour to resolve any grievances that may arise in relation to this MOU in a timely manner through negotiations conducted in good faith.

**9. STATUS OF MOU AND SCHEDULE**

The parties agree that this MOU is not intended to, and does not, create any legally binding obligations between the parties.

Nothing in this MOU shall make either party liable for the actions of the other or constitute any legal relationship between the parties or limit or affect the independence of the parties

**10. SIGNATURE OF RESPECTIVE CHIEF EXECUTIVE OFFICERS**



\_\_\_\_\_  
KAY BENHAM  
ACTING DIRECTOR GENERAL  
DEPARTMENT FOR CHILD PROTECTION AND  
FAMILY SUPPORT

DATE 11 July 2016

\_\_\_\_\_  
VALERIE GOULD  
EXECUTIVE DIRECTOR  
ASSOCIATION OF INDEPENDENT  
SCHOOLS OF WESTERN AUSTRALIA

DATE

**SCHEDULE**

**BETWEEN**

**THE DEPARTMENT FOR CHILD  
PROTECTION AND FAMILY SUPPORT**

**AND**

**THE ASSOCIATION OF INDEPENDENT  
SCHOOLS OF WESTERN AUSTRALIA**



	<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
1	<b>PURPOSE</b>	1
2	<b>LEGISLATIVE BASIS</b>	1
3	<b>DEFINITIONS AND KEY CONCEPTS</b>	1
4	<b>INFORMATION SHARING TO SUPPORT A CHILD'S WELLBEING</b> Independent School responsibilities CPFS responsibilities Joint responsibilities	3
5	<b>ACCESS TO A CHILD AT SCHOOL</b> Independent School responsibilities CPFS responsibilities	4
6	<b>REFERRING CONCERNS ABOUT CHILD ABUSE AND/OR NEGLECT AND MANDATORY REPORTING OF CHILD SEXUAL ABUSE</b>	4
6.1	<b>MANDATORY REPORTING OF CHILD SEXUAL ABUSE</b> Independent School responsibilities CPFS responsibilities Joint responsibilities	4
6.2	<b>REFERRING CONCERNS ABOUT CHILD ABUSE OR NEGLECT</b> Independent School responsibilities CPFS responsibilities Joint responsibilities	5
7	<b>SUPPORTING A CHILD IN THE CARE OF THE CHIEF EXECUTIVE OFFICER OF CPFS</b>	6
7.1	<b>SCHOOL ENROLMENT</b> Independent School responsibilities CPFS responsibilities Joint responsibilities	6
7.2	<b>EDUCATION ASSESSMENT AND PLANNING</b> Independent School responsibilities CPFS responsibilities Joint responsibilities	7
7.3	<b>SUPPORTING A CHILD WITH HIGH NEEDS</b> Independent School responsibilities CPFS responsibilities Joint responsibilities	8
7.4	<b>MANAGING CHILD BEHAVIOUR AND ATTENDANCE</b> Independent School responsibilities CPFS responsibilities Joint responsibilities	9
7.5	<b>CONSENT FOR PUBLICATIONS, PHOTOGRAPHS AND SCHOOL ACTIVITIES</b> Independent School responsibilities CPFS responsibilities	10
7.6	<b>SHARING INDIVIDUAL AND AGGREGATE DATA TO IMPROVE SERVICES FOR CHILDREN IN CARE</b> <i>Joint responsibilities</i>	10
8	<b>TIMEFRAME AND REVIEW</b>	10
9	<b>COSTS</b>	11
10	<b>SUPPORTING DOCUMENTS AND POLICIES</b>	11
11	<b>STATUS OF SCHEDULE</b>	11
12	<b>GRIEVANCE RESOLUTION</b>	11
13	<b>DISSEMINATION OF SCHEDULE</b>	11
14	<b>SIGNATURE OF RESPECTIVE CHIEF EXECUTIVE OFFICERS</b>	12

**SCHEDULE BETWEEN  
THE DEPARTMENT FOR CHILD PROTECTION AND FAMILY SUPPORT  
  
AND  
  
THE ASSOCIATION OF INDEPENDENT SCHOOLS OF WESTERN  
AUSTRALIA**

**1. PURPOSE**

- 1 1 The purpose of the schedule is to outline the processes between Department for Child Protection and Family Support (CPFS), and Independent Schools who are members of the Association of Independent Schools of Western Australia (AISWA) for
- sharing information to support a child's wellbeing or the performance of a function under the *Children and Community Services Act 2004 (CCS Act)* or the *School Education Act 1999 (SE Act)*,
  - interviewing a child on school grounds by CPFS,
  - reporting allegations of child abuse or neglect, including mandatory reports of child sexual abuse, to CPFS,
  - education access, enrolment, support and planning for a child in the care of the Chief Executive Officer of CPFS (child in the CEO's care), and
  - actioning joint responsibilities and accountability in the best interests of the child

**2. LEGISLATIVE BASIS**

- 2 1 This schedule is to be read in conjunction with
- the Memorandum of Understanding between the CPFS and AISWA
  - *CCS Act*,
  - *SE Act*, and
  - other relevant State and Commonwealth legislation

**3. DEFINITIONS AND KEY CONCEPTS**

Unless otherwise indicated, terms used in this schedule should be interpreted as follows

- 3.1 **Provisional Care Plan** means the written plan prepared for a child in the CEO's care in accordance with section 39 of the CCS Act which
- identifies the needs of the child while the child is in provisional protection and care, and
  - outlines steps or measures to be taken in order to address those needs, and
  - sets out decisions about the care of the child including
    - decisions about placement arrangements, and
    - decisions about secure care arrangements, and
    - decisions about contact between the child and a parent, sibling or other relative of the child or any other person who is significant in the child's life
- 3 2 **Care Plan** means the written plan prepared for a child in the CEO's care in accordance with section 89 of the CCS Act which
- identifies the needs of the child, and
  - outlines steps or measures to be taken in order to address those needs, and
  - sets out decisions about the care of the child including

- o decisions about placement arrangements, and
  - o decisions about secure care arrangements, and
  - o decisions about contact between the child and a parent, sibling or other relative of the child or any other person who is significant in the child's life
- 3 3 **CEO** means the person exercising the powers, functions and duties of the Chief Executive Officer under the CCS Act
- 3 4 **Child** means a person who is under 18 years of age, and in the absence of positive evidence as to age, means a person who is apparently under 18 years of age
- 3 5 **childFIRST** means the joint child protection, assessment and forensic interview service provided by CPFS and Western Australia Police Child Assessment and Interview Team in cases where a criminal offence may have occurred
- 3 6 **Child in the CEO's care** is a child who is
- in provisional protection and care,
  - the subject of a protection order (time-limited) or protection order (until 18),
  - the subject of a negotiated placement agreement, or
  - provided with placement services under section 32(1)(a) of the CCS Act
- 3 7 **Documented Education Plan** means the written plan developed by the child's school in partnership with CPFS that outlines agreed strategies that will be undertaken in order to meet the education needs of the child. The Documented Education Plan informs the education component of the child's Care Plan
- 3 8 **Principal** means the person appointed to be in charge of the school, or their nominated delegate
- 3 9 **School** means a **School** under the regulatory authority of The Department of Education Services, and who are members of the Association of Independent Schools of Western Australia (AISWA)
- 3 10 **MRS** means the Mandatory Reporting Service of CPFS that is responsible for receiving, assessing, processing and recording all mandatory reports of child sexual abuse as well as providing general information and advice to mandatory reporters
- 3 11 **Signs of Safety** means the *Signs of Safety Child Protection Practice Framework* used by CPFS to undertake child protection assessment and planning. The Signs of Safety approach aims to maximise family involvement and support, sharing of information, and collaborative decision-making in planning for the safety of the child. Agencies, including AISWA, may be invited to participate in a Signs of Safety child protection meeting as appropriate
- The Signs of Safety approach is used to determine
- what supports are needed for the family to care for their child,
  - whether there is sufficient safety for the child to stay within the family,
  - whether the situation is so dangerous that the child must be removed, and
  - if the child is in the CEO's care, whether there is enough safety for the child to return home
- 3 12 For the purposes of mandatory reporting, a **teacher** means a person listed in section 124A of the CCS Act and registered under the Teacher's Registration Board



- 3 13 For the purposes of mandatory reporting **boarding facility** means a place used to provide residential accommodation for children while they attend school as defined in the School Education Act 1999 section 4
- 3 14 For the purposes of mandatory reporting, a **boarding supervisor** means a person who holds an office or position at a boarding facility the duties of which include the supervision of children living in the facility

#### 4. INFORMATION SHARING TO SUPPORT A CHILD'S WELLBEING

##### *INDEPENDENT SCHOOLS RESPONSIBILITIES*

##### **Providing Information to CPFS**

- 4 1 Under sections 23 and 129 of the Act, school staff acting in good faith may
- report information to a CPFS officer about any aspect of a child's wellbeing, and
  - disclose information in compliance with a request made by a CPFS officer
- 4 2 School staff providing information to a CPFS officer will have statutory protection from
- civil or criminal liability,
  - breach of duties of confidentiality or secrecy, or
  - breach of applicable professional ethics, standards or codes of conduct
- 4 3 The Principal may also receive and request feedback from CPFS relating to any concerns reported or information provided to CPFS in response to a request made under section 23 of the CCS Act

##### *CPFS RESPONSIBILITIES*

- 4 4 Under section 23 of the CCS Act, the CEO and authorised CPFS officers may disclose or request relevant information to support the wellbeing of a child CPFS officers will identify themselves and explain the concerns for the child or context of the request to assist school staff in providing a response

##### *JOINT RESPONSIBILITIES*

- 4 5 Information can be exchanged at an individual or aggregate level between CPFS, Independent Schools and/or AISWA in circumstances which could include but are not limited to
- protecting children from abuse or neglect,
  - assisting with a child protection assessment,
  - diverting a child from harming himself/herself,
  - contributing to decisions about the placement of, or planning for, a child in the CEO's care,
  - helping a prescribed public authority to provide more effective services that contribute to a child's wellbeing,
  - discussing concerns for the wellbeing of a child, including the location of a child whose whereabouts is unknown,
  - avoiding duplication of services,
  - providing feedback about a child or family,
  - improving the individual or collective educational attainment and wellbeing of children in the CEO's care, and
  - sharing of data to deliver better outcomes for children in the CEO's care



- 4 6 It is the responsibility of each party to ensure that internal policies and procedures comply with the confidentiality provisions in Part 10 of the CCS Act

## **5. ACCESS TO A CHILD AT SCHOOL**

### *INDEPENDENT SCHOOL RESPONSIBILITIES*

- 5 1 The Principal will assist CPFS officers exercising their statutory authority to access a child at a school and the CPFS officer will remain at the school as long as required under section 33 of the CCS Act, during the course of a child protection investigation
- 5 2 The Principal may confirm the identity of a CPFS authorised officer by asking to see their identity card issued under section 25 of the CCS Act
- 5 3 Any school staff, given permission by the CPFS authorised officer, to be present during an interview, will act **only** under the instruction of the CPFS authorised officer

### *CPFS RESPONSIBILITIES*

- 5 4 CPFS child protection workers will only access a child at school without parental consent in the circumstances permitted by section 33 of the CCS Act, namely when it is believed, on reasonable grounds, that
- it would be in the child's best interests to have access to the child before the parent/s are advised of a child protection investigation, or
  - the investigation is likely to be jeopardised by advising the child's parent/s about the proposed access
- 5 5 Before exercising this power, the CPFS child protection worker will
- notify the school principal that they intend to access the child,
  - provide appropriate information about the reason for the interview,
  - identify any possible actions that the school could take to support the child,
  - present their identity card issued under section 25 of the CCS Act to the school principal, and
  - determine who can be present during the interview
- 5 6 The CPFS child protection worker will, at the conclusion of the interview, advise the Principal of further actions required by the school

## **6. REFERRING CONCERNS ABOUT CHILD ABUSE OR NEGLECT AND MANDATORY REPORTING OF CHILD SEXUAL ABUSE**

### **6.1 MANDATORY REPORTING OF CHILD SEXUAL ABUSE**

#### *INDEPENDENT SCHOOL RESPONSIBILITIES*

- 6 1 2 All teachers who, in the course of their work as a teacher, paid and unpaid, form a belief based on reasonable grounds that a child has been the subject of sexual abuse that occurred on or after 1 January 2009, or is the subject of ongoing sexual abuse, must make a written report to the CPFS MRS as prescribed by Division 9A of the CCS Act

- 6 1 2 All boarding school supervisors who, in the course of their work, paid or unpaid, as a boarding school supervisor, form a belief based on reasonable grounds that a child has been the subject of sexual abuse that occurred on or after 1 January 2016, or is the subject of ongoing sexual abuse, must make a written report to the CPFS MRS as prescribed by Division 9A of the Act

#### *CPFS RESPONSIBILITIES*

- 6 1 3 After completing an initial assessment, the MRS will issue the reporter with an acknowledgement receipt number and a standardised letter. The letter confirms that a copy of the report has been forwarded to the Western Australia Police, through the joint agency childFIRST Child Assessment and Interview Team, and identifies which CPFS district office the report has been sent to
- 6 1 4 CPFS will assess
- if the child has suffered significant harm, or is likely to suffer harm as a result of abuse and/or neglect,
  - the parental capacity to protect the child,
  - if a safety plan is required to safeguard the child and
  - if alleged concerns are likely to place the child at risk of significant harm
- 6 1 5 The identity of the reporter must not be disclosed without their written consent, except in circumstances permitted by section 124F (2) of the CCS Act, including some legal proceedings where it is necessary for the reporter to appear in person and give evidence to the court

## **6.2 REFERRING CONCERNS ABOUT CHILD ABUSE OR NEGLECT**

### *INDEPENDENT SCHOOL RESPONSIBILITIES*

- 6 2 1 Principals are required to
- contact the local CPFS district office when referring a concern of physical abuse, emotional abuse and/or neglect, and
  - make referrals of sexual abuse (that is believed to have occurred prior to 1 January 2009) to the local CPFS district office

Referrals may be made verbally to the local CPFS district office, but must be followed by a written report as soon as practicable, by using the *CPFS Child Protection Concern Referral Form*

[http://www.dcp.wa.gov.au/ChildProtection/Documents/Child%20Protection%20Concern%20Referral%20Form\\_Form%20441.docx](http://www.dcp.wa.gov.au/ChildProtection/Documents/Child%20Protection%20Concern%20Referral%20Form_Form%20441.docx)

Further information can be found on the CPFS website *If you are concerned about a child webpage*

<http://www.dcp.wa.gov.au/ChildProtection/Pages/Ifyouareconcernedaboutachild.aspx>

Contact details for all CPFS district office locations are available on the CPFS website

<http://www.cfps.wa.gov.au>

- 6 2 2 When notifying CPFS of a concern of abuse and/or neglect, school principals should advise
- if there are immediate concerns for the child's safety,
  - the reasons for the concern,

- if there are any other children in the household,
- if the parent/caregiver is considered to pose a risk to the child or others,
- of any action taken by the referrer (including consultations with colleague/s and referrals to external agencies),
- of the referrer's contact details to obtain further information if required, and/or to provide feedback (where relevant or appropriate),
- if the Western Australia Police have been contacted, and
- if there are any safety concerns for school staff

6.2.3 The Principal may request information relevant to a child's wellbeing CPFS is able to provide this information under section 23 of the CCS Act, when appropriate

#### *CPFS RESPONSIBILITIES*

6.2.4 CPFS will assess all concerns of abuse or neglect from principals and take appropriate action to promote or safeguard the child's wellbeing, including bringing the child into care with or without warrant, providing social services to the child or the child's family, safety planning or other reasonably necessary actions, pursuant to Part 4 of the CCS Act

6.2.5 CPFS may invite school staff to the Signs of Safety child protection planning meetings when appropriate

6.2.6 CPFS will provide feedback to the Principal and advise of actions taken

#### *JOINT RESPONSIBILITIES*

6.2.7 The identity of the reporter must not be disclosed without their written consent, except in circumstances permitted by section 240 of the CCS Act, including some legal proceedings where it is necessary for the reporter to appear in person and give evidence to the court

## **7. SUPPORTING A CHILD IN THE CARE OF THE CHIEF EXECUTIVE OFFICER OF CPFS**

### **7.1 SCHOOL ENROLMENT**

#### *INDEPENDENT SCHOOL RESPONSIBILITIES*

7.1.1 A school will follow enrolment procedures as per their enrolment policy Once an application for enrolment has been lodged, the Principal may request a meeting with the CPFS child protection worker to assist in determining the capacity of the school to provide an appropriate program for a child

7.1.2 When the necessary teaching and learning requirements are not immediately available the Principal may negotiate the child's commencement date with the CPFS child protection worker

7.1.3 If the enrolment is not accepted, the Principal may be requested to provide prompt written advice on the reasons for the decision

7.1.4 The Principal will provide the CPFS child protection worker and foster carer with any information that would normally be provided to a parent (i.e. the child's school report, letters of concern, NAPLAN reports, booklists and requests for permission to participate in excursions and activities)



### CPFS RESPONSIBILITIES

- 7 1 5 For existing enrolments, and where a child has come into provisional protection and care, the CPFS child protection worker will send the Principal a *School notification of a child in the care of the Department for Child Protection and Family Support* (Form 587) within 30 working days
- 7 1 6 When a child changes schools, the child protection worker will request that the previous school provide copies of information regarding the identified needs of the child, a copy of the most recent Documented Education Plan and school reports to pass onto the child's new school. The original documentation must remain with the school
- 7 1 7 For new enrolments, the CPFS child protection worker and/or carer will lodge an application for enrolment. If there are significant and complex support needs, the CPFS child protection worker will provide details to the school principal when lodging the application
- 7 1 8 At the time of enrolment of a child in the CEO's care, the CPFS child protection worker will
- advise the school of any medical issues in relation to the child,
  - provide confirmation of the child's legal status, placement arrangements and copies of any relevant court orders, and
  - provide the school principal with Form 587 *School notification of a child in the care of the Department for Child Protection and Family Support*
- 7 1 9 The CPFS child protection worker will notify the school in writing within 30 working days if
- a child has left the CEO's care or of any changes to placement arrangements,
  - a child in the CEO's care leaves the school and is enrolled in a new school,
  - there has been a change of child protection worker, or
  - if there has been a change in place of residence or particulars of the child

### JOINT RESPONSIBILITIES

- 7 1 10 Based on the information provided to the Principal by the CPFS child protection worker at the time of the application for enrolment, it will be jointly determined if a meeting should be convened to discuss the child's needs, transition, and the necessary teaching and learning requirements that form the basis of the Documented Education Plan
- 7 1 11 The Principal, relevant support staff, CPFS child protection worker and others significant to the child may attend this meeting

## **7.2 EDUCATION ASSESSMENT AND PLANNING**

### INDEPENDENT SCHOOL RESPONSIBILITIES

- 7 2 1 Upon being advised by the CPFS child protection worker that a child is in the CEO's care, the school will identify the child as 'being at educational risk'
- 7 2 2 A child in the CEO's care must have a Documented Education Plan which is reviewed at least twice per year
- 7 2 3 When notified that an enrolled child is in the CEO's care, the school will convene an education planning meeting with the CPFS child protection worker, within 30 working days or as soon as practicable. Where the CPFS child protection worker and the school principal agree on strategies to support the child, a joint meeting may not be necessary (7 1 10). In

this situation, the school may develop a Documented Education Plan and forward a copy to the CPFS child protection worker for comment

- 7 2 4 Based on the education planning meeting, the school will develop a Documented Education Plan as outlined in the Guide to the Registration Standards and Other Requirements for Non-government Schools 2016

Examples can be accessed at [Documented Plans Supporting Education for All Guidelines for Implementing Documented Plans in Public Schools](#).

- 7 2 5 A copy of the completed Documented Education Plan will be provided to the CPFS child protection worker and other people significant to the child as agreed, within 14 working days of the education planning meeting
- 7 2 6 In response to a reasonable request, schools will provide evidence to support any applications to the CPFS child protection worker for education support or tuition funding

#### *CPFS RESPONSIBILITIES*

- 7 2 7 The CPFS child protection worker will notify the school in writing within 30 working days, about relevant modifications to the child's Provisional Care Plan or Care Plan

#### *JOINT RESPONSIBILITIES*

- 7 2 8 The Principal or delegate, CPFS child protection worker, and others significant to the child, as determined by the school principal and child protection worker, will attend the education planning meeting
- 7 2 9 The Principal and the CPFS child protection worker will be responsible for implementing the strategies identified in the Documented Education Plan

### **7.3 SUPPORTING A CHILD WITH HIGH NEEDS**

#### *INDEPENDENT SCHOOL RESPONSIBILITIES*

- 7 3 1 When a child has a disability, the Documented Education Plan will identify supports necessary to maximise the child's education achievement and wellbeing. If eligible, the Principal will apply for additional support to meet the child's needs
- 7 3 2 The Principal will advise the CPFS child protection worker of factors which impact on a child's participation in an education program at the school including attendance, behaviour, learning, social and/or emotional difficulties

#### *CPFS RESPONSIBILITIES*

- 7 3 3 The CPFS child protection worker will advise the school of any behaviour, disability or other condition that may affect the child's participation in an education program
- 7 3 4 The CPFS child protection worker will work collaboratively with the school to facilitate and complete referrals for specialist services and support agencies, relevant to the needs of the child. Where a psychiatric assessment is necessary, the CPFS child protection worker will facilitate referrals required for this assessment to occur as soon as possible

- 7 3 5 When a child has special needs, the CPFS child protection worker will provide the school with written psychological, psychiatric and/or medical information relevant to education planning if approved by the author

#### *JOINT RESPONSIBILITIES*

- 7 3 6 The Principal and the CPFS child protection worker will share information regarding the child and their circumstances relevant to the identification of their education, health, social and emotional requirements and needs, pursuant to section 23 of the CCS Act
- 7 3 7 The school principal and the CPFS child protection worker will work collaboratively to support a child with a disability or mental health condition to access the curriculum Individual targeted support and interventions will be developed on a case by case basis in conjunction with all stakeholders
- 7 3 8 The school principal and the CPFS child protection worker will work collaboratively to manage the resourcing of support strategies identified in the Documented Education Plan for a child who has been assessed with high needs

#### **7.4 MANAGING CHILD BEHAVIOUR AND ATTENDANCE**

##### *INDEPENDENT SCHOOL RESPONSIBILITIES*

- 7 4 1 Schools will follow their relevant policies related to behaviour management, exclusions and student attendance
- 7 4 2 When the Principal proposes to suspend a child for a breach of the school discipline, the CPFS child protection worker will be informed of the reason for the proposed suspension and provided an opportunity to discuss the options in relation to the suspension All formal requirements relating to suspensions will be completed, and relevant paperwork forwarded to the CPFS child protection worker
- 7 4 3 When a child in the CEO's care has been suspended, the Principal will consult with the CPFS child protection worker, and other relevant parties to develop or review an existing behaviour management plan, plan re-entry and review support mechanisms at the independent non-government school
- 7 4 4 The Principal will monitor attendance and implement attendance procedures when necessary This will include informing the CPFS child protection worker of concerns involving attendance

##### *CPFS RESPONSIBILITIES*

- 7 4 5 The CPFS child protection worker will, where possible, provide and/or access specialist resources in order to support a child's continued participation in education This may include speech therapy, occupational therapy, psychological assessment and treatment, behaviour therapy, or an alternative education program
- 7 4 6 When a child has been suspended from a school prior to the end of the school day, the CPFS child protection worker will negotiate arrangements with the Principal or delegate to get the child home as soon as possible
- 7 4 7 In cases where a child is excluded from a school, the CPFS child protection worker will collaborate with the Principal in the development of a transition plan which will support the child's relocation to a new school



- 7 4 8 The CPFS child protection worker or carer will inform the Principal of any circumstances that will affect the child's school attendance

#### *JOINT RESPONSIBILITIES*

- 7 4 9 In exceptional cases where a child demonstrates challenging behaviours, the Principal and the CPFS child protection worker will collaborate to provide an appropriate education program and support services to the child
- 7 4 10 When a child has been excluded from a school, the Principal and the CPFS child protection worker, will collaborate to implement the exclusion order and to action a recommendation for an alternative education program
- 7 4 11 When attendance impacts on school participation, the Principal, the CPFS child protection worker, and people significant to the child will convene a meeting to develop a Documented Education Plan to improve the child's attendance

### **7.5 CONSENT FOR PUBLICATIONS, PHOTOGRAPHS AND SCHOOL ACTIVITIES**

#### *INDEPENDENT SCHOOL RESPONSIBILITIES*

- 7 5 1 Permission will be sought by the school from the CPFS child protection worker, if a child in the CEO's care requests participation in a high risk school activity where a waiver of legal rights is applied (for example horse riding, abseiling)
- 7 5 2 School staff will not publish information or material that is likely to identify a child as being in the CEO's care or as the subject of a child protection investigation without written authorisation from the CEO, in accordance with section 237 of the CCS Act School staff will seek the permission from the relevant CPFS child protection worker before publishing any information or material about a child in the CEO's care

#### *CPFS RESPONSIBILITIES*

- 7 5 3 A CPFS child protection worker may consent for a child to be photographed, video recorded, or included in other published media provided the child is not identified as being a child in the CEO's care, and their safety is not placed at risk by publication of the information
- 7 5 4 The child's carer can give permission for the child in their care to participate in school activities and excursions provided it does not include a waiver of legal rights

### **7.6 SHARING INDIVIDUAL AND AGGREGATE DATA TO IMPROVE SERVICES FOR CHILDREN IN CARE**

- 7 6 1 Schools and CPFS will support the improvement of services for children in the CEO's care through the timely exchange of data and information at an individual or aggregate level, upon receipt of a formal request from the other party

## **8. TIMEFRAME AND REVIEW**

- 8 1 The parties agree that this schedule may be reviewed, amended or varied by written agreement signed by persons authorised to sign on behalf of the parties
- 8 2 This schedule will continue to be effective until all parties endorse a revised schedule

## **9. COSTS**

9 1 The parties agree to bear any of their own costs (if any) arising out of this agreement

## **10. SUPPORTING DOCUMENTS AND POLICIES**

Relevant supporting documents and policies include, but are not limited to, the following

10 1 Memorandum of Understanding between the Department for Child Protection and Family Support and the Association of Independent Schools of Western Australia (2016)

10 2 AISWA DOCUMENTS

- Policy and Procedures Guidelines for Schools

10 3 OTHER DOCUMENTS

- Planning for children in care Ombudsman Western Australia (2011)
- Guide to the Registration Standards and other Requirements for Non-Government Schools 2016

## **11. STATUS OF SCHEDULE**

11 1 The parties agree that this schedule is not intended to, and does not, create any legally binding obligations between the parties

11 2 Nothing in this schedule shall make either party liable for the actions of the other or constitute any legal relationship between the parties or limit or affect the independence of the parties

11 3 CPFS and AISWA acknowledge that while AISWA signs this schedule as a party, AISWA is not able to take responsibility for its application and implementation by individual schools which are members of AISWA. AISWA will nevertheless distribute the schedule to its members and use its reasonable endeavour to support schools to implement the provisions of the schedule that may apply to particular schools

## **12. GRIEVANCE RESOLUTION**

12 1 The parties acknowledge that should grievances in relation to this schedule arise that both will attempt to resolve any such grievances in good faith through negotiation.

12 2 Grievances in relation to CPFS should be made in writing to the Director of the relevant CPFS district office. When unresolved, a complaint may be forwarded to the Complaints Management Unit

## **13. DISSEMINATION OF SCHEDULE**

13 1 The parties will work in collaboration in disseminating information to support the schedule

14. SIGNATURE OF RESPECTIVE CHIEF EXECUTIVE OFFICERS



KAY BENHAM  
ACTING DIRECTOR GENERAL  
DEPARTMENT FOR CHILD PROTECTION AND FAMILY SUPPORT  
DATE 11 July 2016

VALERIE GOULD  
CHIEF EXECUTIVE OFFICER  
ASSOCIATION OF INDEPENDENT SCHOOLS OF WESTERN AUSTRALIA  
DATE



