



Swinburne Senior Secondary College

Duty of Care Policy

Purpose

The purpose of this policy is to explain to our school community the non-delegable duty of care obligations that all staff at Swinburne Senior Secondary College owe to our students and members of the school community who visit and use the school premises.

Policy

“Duty of care” is a legal obligation that requires schools to take reasonable steps to reduce the risk of reasonably foreseeable harm, which can include personal injury (physical or psychological) or damage to property. The reasonable steps that our school may decide to take in response to a potential risk or hazard will depend on the circumstances of the risk.

Our school has developed policies and procedures to manage common risks in the school environment, including:

- Yard duty and Supervision
- Bullying Prevention
- Camps and Excursions
- First Aid
- Tree Maintenance
- Grounds Maintenance
- Student Private Property
- Child Safe Standards
- External Providers (including RTOS delivering VET/VCAL)
- Emergency Management
- Volunteers
- Visitors
- Working with Children and Suitability Checks
- Mandatory Reporting
- Occupational Health and Safety

Staff at our school understand that school activities involve different levels of risk and that particular care may need to be taken to support younger students or students with additional needs. Our school also understands that it is responsible for ensuring that the school premises are kept in good repair and will take reasonable steps to reduce the risk of members of our community suffering injury or damage because of the state of the premises.

School staff, parents, carers and students are encouraged to speak to the Principal to raise any concerns about risks or hazards at our school, or our duty of care obligations.

Students Learning with an External Provider

When the school contracts with another school and/or a registered training organisation the following contract will apply:

The parties acknowledge and agree that each School Council has a duty of care to the Students.
Supervision of Students.

Where the Students will attend the Host School to participate in the Programs, the Host School will be responsible for the supervision of the Students enrolled in a Program whilst they are in receipt of the Training. Such supervision includes, but is not limited to:

- whilst the Services or Training are being provided at the Host School's premises;
- whilst the Services or Training are being provided at any premises external to the Host School;
- during any travel by the Students organised by the Host School, including but not limited to travel as part of an excursion and travel between premises where the Services or Training are provided, including the RTO's premises.

Child Safe Standards

The parties acknowledge and agree that Victorian government schools are committed to:

- creating child safe environments;
- protecting students from abuse or harm in the school environment, managing the risk of child abuse, providing support to a child at risk of child abuse and responding to incidents or allegations of child abuse in accordance with their legal obligations, including Child Safety Laws.

This clause only applies to the extent that the Host School is engaged in Child-connected work. The Host School acknowledges that the School Council and School Staff are required to comply with Child Safety Laws, the Ministerial Order and School Council Child Safety Policies.

If the Host School is an Applicable Entity, it warrants to the School Council that it:

- is compliant and will continue to comply with Child Safety Laws; and
- will immediately provide the School Council with copies of any documents or information in respect to any compliance action taken by any regulatory authority in connection with child safety against the Host School.

The Host School must:

- if applicable (whether or not the Host School must itself comply with Child Safety Laws), comply with any relevant School Council Child Safety Policies; and
- comply with any reasonable direction by the School Council in respect to compliance by the School Council, School Staff and/or the Host School with any Child Safety Laws or any relevant School Council Child Safety Policies.

The School Council may terminate this Contract immediately if, in the School's Council's reasonable opinion, it determines at any time that:

- there is a breach of any Child Safety Laws caused by, or in any way connected with, the Host School; or
- the Host School is not suitable to engage in Child-connected work for the purposes of the School Council and School Staff's compliance with the Child Safety Laws or relevant School Council Child Safety Policies.

Further Information and Resources

- School Policy and Advisory Guide: [Duty of Care](#)

Review Cycle

This policy was last updated on 12 March 2019 and is scheduled for review in March 2023.

This policy does not require school council approval.