**Application for P&C Membership for 2016**

**Flagstone State School P&C Association**

Please complete and return to a P&C Executive

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Membership: New / Renewal** (please circle one)

**I am a parent / caregiver / community member (over 18 years of age) at the school**

(please circle one)

I agree to be bound by the constitution of the P&C, by all valid resolutions passed by the Association and by the attached Code of Conduct and Confidentiality Deed. I agree to work within the boundaries of the Education (General Provisions) Act 2006. I agree to be bound by Education Queensland’s Code of Conduct which includes the following:

* Personal Privacy – information obtained as a P&C representative MUST be considered confidential and treated accordingly
* Courtesy, respect, dignity and fairness will be observed at all times
* Discrimination against any person will not be tolerated (refer *Anti-Discrimination Act 1991*)

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P&C Secretary Use

Date received: ......./....../........ Date accepted: ......../....../.......

Secretary’s signature: ...................................................... Entered in P&C Register: □

**CODE OF CONDUCT**

This Code of Conduct has been adopted to aid all members of our school community to work as a cohesive group in partnership with the school.

A harmonious working environment is essential to the effective conduct of our school’s volunteer contribution and job satisfaction. To this end, we have agreed to the following:

* Compliance with the Department of Education, Training and Employment Code of Conduct;
* Personal privacy is of paramount concern to all. Information gathered or obtained as a result of our roles as volunteers in our school community must be considered confidential and passed on to the relevant school authority **with** the permission of the person disclosing the information, except in circumstances where there is a threat of harm;
* Courtesy and respect are to be observed by all. Treating people with dignity, honesty, courtesy and fairness at all times is essential;
* Discussion is healthy; personal attacks are destructive and to be avoided;
* Constructive criticism is healthy and always welcomed, while discrimination on racial, ethnic or religious grounds is forbidden, as is any form of sexual discrimination and/or harassment.

**Confidentiality**

If, in the course of our interaction with the school community, we are exposed to information that is of a sensitive nature or information that is clearly confidential, I shall not repeat this information outside the school context. If I am concerned about an issue, I will bring it to the attention of the school administration team.

We do have separate functions but we strive to work as a team.

 **CONFIDENTIALITY DEED**

**RECITALS**

A. You and the P & C are in, or are entering into, an employment relationship.

B. In the course of that relationship, you may gain access to Confidential Information and other valuable and protectable information of the P & C.

C. You agree to deal with Confidential Information in accordance with the terms of this Deed.

# **THIS DEED PROVIDES**

**1. WHAT IS CONFIDENTIAL INFORMATION?**

1.1 Subject to clause 1.3, "**Confidential Information**" includes:

(a) information relating to the P & C’s business;

*this includes information relating to:*

* *future planning, trade secrets;*
* *financial information;*
* *customer, supplier lists and information;*
* *information relating to the management, personnel, strategies or policies of the P* *& C;*
* *systems, processes and methods;*
* *pricing and products of the P & C.*

(b) information created or developed by you;

*this includes:*

* *strategies;*
* *correspondence, reports, articles and other documents;*
* *artwork, plans, designs, software;*
* *discoveries*

(c) information supplied by, relating to or confidential to any other persons; and

(d) information which has any actual or potential value to the P & C;

 (e) where the Employee received, created or developed that information:

 (i) in the course of employment with the P & C (whether or not prior to the date of this Deed); or

 (ii) as a result of, or aided by, the existence of a past, present or future employment relationship with the P & C.

1.2 Any copies, summaries or notes of Confidential Information, and any other materials made up from Confidential Information, is Confidential Information.

1.3 Confidential Information does not include any information which is or becomes public knowledge without any fault of your own. Upon termination of employment with the P & C, Confidential Information does not include any information which has become part of your general skill, knowledge and experience.

**2. OBLIGATIONS OF CONFIDENTIALITY**

2.1 You acknowledge that all Confidential Information is the exclusive and valuable property of the P & C, and received by you in circumstances of strictest confidence.

2.2 You may use Confidential Information for providing services to the P & C in the course of your employment. You must not use Confidential Information for any other purpose without the P & C’sexpress prior written approval.

2.3 You must not disclose Confidential Information to any person other than another employee of the P & Cwithout the express prior written approval of the P & C. You must not disclose Confidential Information to another employee of the P & C except on a need to know basis, and only with the prior approval of the P & C Executive Committee.

2.4 You must take all reasonable precautions to prevent an unauthorised disclosure of Confidential Information, including the following precautions:

(a) you must at all times store Confidential Information safely and securely; and

(b) you must not remove Confidential Information from the premises at which it is stored except where it is necessary to do so.

2.5 If the P & C requests you to, you must immediately deliver to the P & C all media containing Confidential Information which is in your possession, custody or control.

2.6 You must agree to comply with any other reasonable obligations relating to Confidential Information required from time to time by a customer of the P & C.

**3. INTELLECTUAL PROPERTY**

You acknowledge that all intellectual property created or developed by you, which incorporates or is derived from Confidential Information, belongs solely to the P & C. You assign all its rights in that intellectual property to the P & C.

**4. GENERAL**

* 1. [**Survival**] Your obligations under this Deed shall survive indefinitely, notwithstanding any termination of your employment relationship with the P & C.
	2. [**Severability**] If any word, phrase or clause of this Deed is held to be void, illegal or unenforceable, that word, phrase or clause will be deleted without affecting the remainder of this Deed. All overlapping obligations in this Deed are intended to operate cumulatively and to bind the parties, subject to the severance of any obligations held to be void, illegal or unenforceable.

4.3 [**Interpretation**] In this Deed:

(a) words in the singular include the plural and vice versa; and

(b) a reference to a person includes a reference to a body corporate, unincorporated association, statutory or other authority, partnership or any other entity.

4.4 [**Cumulative Obligations**] Your obligations under this Deed are in addition to, and do not limit or detract from, any duties or obligations owed by you to the P & C under statute, at common law, in equity or otherwise.

Standards of Behaviour Fact sheet

The following tables include, but are not limited to, the specific ***standards of behaviour*** in relation to working closely with students in any situation:

|  |
| --- |
| **Language** |
| **Do** | * Communicate, both verbally and non verbally, in a way which models and demonstrates respect for the rights, interests and wellbeing of all students.
* Use appropriate language taking into consideration age, developmental stage, emotional or psychological state, special needs, language background, religion or disabilities
* Ensure both verbal and non verbal communication are non abusive or bullying
* When possible, frame communication from the positive perspective in interactions with students.
 |
| **Don’t** | * Become involved in inappropriate conversations of a sexual nature
* Make sexually suggestive comments
* Use language that could be offensive to another.
* Personally correspond (including email and/or mobile phone) with a child or young person in respect of personal or sexual feelings for students.
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| **Relationships with Students** |
| **Do** | * Behave in a way, which models and demonstrates respect for the rights, interests and wellbeing of all students.
* Dress appropriately while working with children and young people, in a way that models respect for the students.
 |
| **Don’t** | * Spend inappropriate time with a student
* Inappropriately give gifts to a student
* Show special favours to a student
* Expose student to sexual behaviour of others including displays of pornography
* Persuade a student that a ‘special’ relationship exists.
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| **Physical contact** |
| **Do** | * Respect the personal space of student and limit physical contact generally
* Limit hugging when initiated by the student by changing from a frontal hug to arm around the shoulder of student
* Limit hugging when initiated by the student by sitting on the floor with child next to you
 |
| **Don’t** | * Hit, kick, slap or push a student
* Allow student to sit on your lap
* Touch parts of a student’s body usually covered by a swimming costume
* Change nappies or engage in toileting practises.
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***(Adapted from information from the Commission for Children and Young People and Child Guardian)***

**Flowchart: Volunteer or P&C employee response to suspicion of harm to a Student.**

# **Volunteer & / or**

**P&C Employee OSHC employee**

With respect to child protection issues, reporting suspected harm or risk of harm is only part of the process.

Students who may need protection can be supported through:

* Treating them with respect and dignity
* Being sensitive to their needs, feelings and concerns

Allegations of suspected harm are serious and MUST only be discussed with the Principal\*.

The Principal will decide, who, at the school site, needs to know about the student’s context and how much information is appropriate.

It is inappropriate for volunteers or P&C employees to pass on or discuss confidential information about a particular student to others, including colleagues or family members.

*(Child Protection Act 1999, Part 6 Confidentiality)*

Suspects’ student at risk of harm

Suspects’ student at risk of harm

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Considers welfare and safety of student in emergent circumstances

Report suspicion OSHC Coordinator / assistant Coordinator (complete reporting of harm form)

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Report suspicion to Principal\*

Licensee signs form and form provided to Department of communities

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Documents suspicion of harm and provides all documents to the Principal

Reports any further suspicions of harm to the principal\*

\* Or the Executive Director, Schools if the Principal is the subject of the allegation.