

The Victorian High-Ability Program Terms and Conditions

Definitions:

VHAP	Victorian High Ability Program
VSV	Virtual School Victoria
Home School	The school in which the student is enrolled in and attends
Home School Principal	The principal of the school in which the student is enrolled in and attends
VHAP VSV Unit	The team of teaching and non-teaching (admin and tech support staff) based at VSV, who lead the delivery of VHAP
Online Webex lesson	The timetabled synchronous online lesson delivered by the VHAP teacher
Registered	Has obtained a Victorian Institute of Teaching Registration (that is, the person is a registered teacher, which may include provisional registration, or has the permission to teach)
Y consent	To indicate that the student has permission from parent/carer to participate in VHAP
Supervision	To oversee and support involvement of students in VHAP, in the physical location of the student/s to ensure appropriate duty of care to the student. Please refer to policy on student supervision in the Policy Advisory Library for further information.
VHAP management portal	The online platform that high-ability practice leaders can access to view and manage student data and access information about VHAP
Learning Management System (LMS)	This the online platform called VSV Online (Virtual School Victoria) that has the VHAP content and lessons
Student Learning Needs	The reasonable adjustments required for the student to access the learning
High-Ability Practice Leader (HAPL)	The teacher from the home school that is looking after the VHAP students and program

Provision and Delivery of the Victorian High-Ability Program

1. The parties will act in good faith and in the best interests of each other.
2. The VHAP VSV unit will:
 - deliver VHAP to the Home School in accordance with the relevant Department of Education policies and procedures
 - deliver VHAP in a proper, timely and efficient manner using a standard of care, skill, diligence, prudence and foresight that would reasonably be expected
 - ensure the highest quality of work and delivery of VHAP with the utmost efficiency.
3. If at any time during the Term the VSV is unable or is likely to become unable to provide any or all the Services, it must immediately notify the Home School.
4. If at any time during the term that VSV is unable or is likely unable to run the online Webex lesson, the Home School must be immediately notified.
5. Where the delivery of VHAP to a Student occurs at a location that is not on the grounds of a school, VSV must ensure that the VHAP VSV Teaching Staff and any other person involved in the program delivery are either:

- Registered with the Victorian Institute of Teaching (that is, the person is a registered teacher, which may include provisional registration, or has the permission to teach); or:
 - Have undertaken a satisfactory police records check and have a satisfactory working with children check.
6. The Home School is responsible for ensuring that parent/caregiver consent for students to participate in VHAP is obtained before Y consent is selected in the VHAP Management Portal.

Student Suitability

7. The Home School can review the list of selected students and not approve students if they deem them to be unsuitable for VHAP.
8. The Home School can nominate additional students for VHAP, if they are not selected.

Duty of Care

9. Whilst VHAP VSV staff have a duty of care to students participating in the program in the online setting, the primary duty of care to VHAP students is with the Home School.

Supervision of Student/s

10. The Home School will be responsible for the supervision of the student/s during the delivery of VHAP online lessons.
11. The supervision includes, but is not limited to:
 - Whilst VHAP online lessons are being delivered to the student/s at the Home School's premises; and
12. VHAP VSV staff must immediately notify the Home School as soon as they become aware of any danger to a student in connection with the student's participation in VHAP.

Attendance

13. VHAP student/s self-mark their attendance in the Learning Management System and attendance data is used to determine eligibility of the student/s to receive a certificate of participation.
14. Home schools are required to maintain their own record of student attendance as per regular school attendance.

Child Safe Standards

15. 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 and online learning environment
16. The parties are required to comply with Child Safety Laws, the Ministerial Order and applicable Child Safety Policies of the parties as per VRQA requirements.

Notice of Changes

17. If there is any change to the high ability practice leader (HAPL/s) at the Home School, the Home School would need to update the details of the HAPL/s by emailing VHAP-Support@vsv.vic.edu.au and cc'ing the Home Principal or Home Assistant Principal.

Student Learning Needs

18. The Home School communicates Student Learning Needs with VHAP, including details of any adjustments, measurements or requirements that the VHAP teacher would need to be aware of so they can plan to take measures to accommodate the student needs.

Communication

19. Communication between VHAP students and teachers is to be kept within the Learning Management System.
20. If VHAP students or HAPL/s have any concerns or would like to provide feedback, the HAPL would need to be the contact person to communicate this to VHAP by emailing VHAP-Support@vsv.vic.edu.au
21. VHAP VSV unit will not communicate directly with parents or caregivers of VHAP students, as the students are not directly enrolled with VSV and VSV has no means of verifying their identity.

Program Consent Overview

In providing consent for students to participate in The Victorian High-Ability Program (VHAP), the Home School Principal:

- acknowledges that they have read the VHAP Terms and Conditions in which Virtual School Victoria (VSV) offers to accept the student's participation in VHAP and provide online learning to the student
- agrees to comply with the VHAP Terms and Conditions and take all reasonable steps to ensure their school will act consistently with the duty of care owed to the students participating in VHAP.