

Returning Young Person Agreement

1. PARTIES BOUND

This agreement shall be binding on: **Pathways Foundation Limited** (hereinafter known as 'the PFL')
and

Name:

Address:

(hereafter known as 'the Returning Young Person/RYP')

Reporting to: Camp Program Manager /National Training and Program Manager

Date: _____

2. AGREEMENT DATE AND PERIOD OF OPERATION

This agreement shall operate from the date of signing by the RYP until the completion of their position in any camps they have been allocated.

3. PROGRAM LOCATION

The RYP agrees that he or she will need to nominate what camps they are available to attend. They will need to contact the Pathways Office on 1300 850 766 to submit their preferences.

4. ENGAGEMENT

The RYP commences as per the scheduled camp dates at the designated location(s). The RYP duties and responsibilities in this position include all the duties and responsibilities that would normally attach to the position. The PFL may change these duties and responsibilities during the course of their role after consultation with the RYP.

5. RETURNING YOUNG PERSONS OBLIGATIONS

5.1 The Returning Young Person must:-

- (a) act honestly and always in the best interests of the Foundation;
- (b) promptly follow all lawful and proper directions of the Foundation in respect to carrying out of his/her designated duties;
- (c) punctually attend each program at the designated place of work at times stipulated by the Foundation;
- (d) carryout all the duties carefully, responsibly and competently; and
- (e) co-operate and assist management and other Leaders as and when required.

5.2 Except with the prior consent of the PFL, the RYP must only use computers, telephones, equipment, machinery and vehicles ("Items") belonging to the PFL for proper and legitimate purposes of carrying on the PFL business and fulfilling their duties. The RYP must not use any of the Items for their personal benefit without prior written permission of the PFL.

5.3 There may be occasions where the RYP is requested by the PFL to do work which would not usually be done by a person holding the RYP's position. Notwithstanding this, the RYP with consultation must carry out such work. Nothing in this clause obliges the RYP to take on any work that is dangerous or which requires particular training or experience which the RYP does not have.

5.4 The RYP must at all times in dealings with other leaders, employees, stakeholders, and contractors conduct himself/herself in a manner that promotes and protects the image, reputation and goodwill of the Pathways Foundation and Pathways Foundation business. In particular, the

RYP must always:-

Be courteous and attentive to camp participants and stakeholders

Co-operate and work well with fellow RYPs/Leaders

Put into practice the core values of the PFL (Respect, Responsibility and Awareness)

The Returning Young Person must NOT:-

Smoke in the workplace

Bring to or consume alcohol or prohibited drugs in the workplace

Come to work intoxicated; and/or

Come to work under the influence of prohibited drugs

6. SAFETY PROCEDURES

The RYP agrees to observe all relevant safety precautions and procedures as required by PFL and the Occupational Health and Safety Act 1988 including the wearing of any protective clothing and equipment.

7. DISPUTES AND GRIEVANCE PROCEDURES

Subject to the provisions of section 519 of the Workplace Relations Act 1996 (Commonwealth), as follows:

(a) The matter shall first be discussed by the RYP with his or her camp supervisor (if applicable).

(b) If not settled, the matter shall then be discussed between the RYP and the National Training Manager.

(c) Where the above procedures are being followed, work shall continue normally. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

(d) Any dispute or grievance shall be dealt with in accordance with the Pathways Foundation Policies and Procedures manual Rev Edition June 2010.

8. CONFIDENTIALITY AND TRUST, IP and TRADE MARKS

This policy covers all contractors, members, volunteers including RYP, leaders and staff (CMVLS)

CONFIDENTIALITY AND TRUST

For the purpose of this clause "confidential information" means all:-

(a) Information contained in a document, or any software that is the property of Pathways Foundation Limited and which by its nature confidential to us and/or our Business and/or to any of our participants; and

(b) Oral, written, recorded information and/or databases concerning us, our Business, any program, participant, our menus, systems and procedures.

8.1 The contractor, member, volunteer, leader or staff (CMVLS) stands in a position of confidence and trust. The (CMVLS) must not provide any information about the Employer's business or its customers or suppliers to external parties.

- Maintain integrity of the program
- Work cooperatively with the leaders
- Attend all briefing and assessments/evaluation processes if required
- Be a positive role model for other young people

Boundaries for Returning Young Person:

- Support instructions
- Watch, listen, wait for the nod (if in doubt, leave it out)
- Important not to shame, shout or in any way, abuse participants and staff on camp. If you are finding it difficult, talk to your mentor
- If clear direction is not given ask for clarity
- Maintain professional boundaries – peer review – teacher/student
- Honour your commitments
- Take every opportunity to observe
- Don't experiment with processes or procedures
- Find appropriate times to ask question or express concerns to leaders
- Avoid hanging out together and moving around camp as a group

Boundaries for Returning Young Person (continued):

- Be mindful of the seduction of Liminal space and the potential to go there and not be able to appropriately handle responsibilities.
- Will not be sleeping as a separate group from the rest of the team - RYP may have their own individual tents or sleep in accommodation with other leaders
- Attend customs pre camp, to ensure duty of care responsibilities are met
- All RYP are rostered on with clear guidelines and working principles that will include kitchen details
- RYP will be allocated a mentor from the staff (one on one or as a group) to ensure best practice communication.

10. PAYMENT FOR THE RETURNING YOUNG PERSON

To support the costs of Leadership Mentoring, food and accommodation on the camp a minimum of a **\$300.00** donation is requested and a donation receipt will then be forward to you for this. Please pay via the options on last page.

This will need to be completed along with signed Whole Agreement – on next page, to ensure their place.

11. WHOLE AGREEMENT

This Agreement represents the whole agreement between the PFL and the RYP. Any prior representations by the PFL or any person on its behalf are not relied on by the RYP and the RYP expressly acknowledges having read this Agreement and satisfied himself/herself as to its terms.

DECLARATION

I, _____, declare that I have read and understand the conditions of the agreement detailed above and accept them fully

Signed (RYP)..... **Date**

Name:_____

Signed: (Parent)..... **Date**

Name:_____

Signed: **Date**

Kind Regards

Paul Henley

On behalf of Pathways Foundation Ltd.

Pathways Foundation

Returning Young People will not be registered onto the programs until the Pathways Foundation receives the signed 'Whole Agreement' above and payment - options next page.

PAYMENT OPTIONS

1) Pay by **cheque or money order** made payable to **Pathways Foundation Limited**

2) Pay by **internet transfer** Account name: Pathways Foundation Limited,
BSB: 082 522
Account number: 551 510 453

Please put your last name in the subject line and email or fax deposit notification

3) Pay by **credit card** by completing the details below and returning this form to us by fax or mail.

Your Name:.....			
Address:			
Telephone contact number:			
Credit Card Information: Card type:			
<input type="checkbox"/> Bankcard	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa	
Account No:			
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Name on card:			
Amount to be charged to the above account: \$			
Signature.....		Expiry date/.....	

Please return to:

Pathways Foundation
PO Box 416
Narooma NSW 2546 or Fax: 02 8221 9474

PATHWAYS FOUNDATION

Registration & Consent Form Returning Young Person

Name of young man/woman: _____

Location and date of program: _____

- I _____ being the parent/guardian of the above-mentioned young man/woman, declare that I understand that the activities may involve running, jumping, water and use of specially designed adventure equipment thus exposing my son/daughter to situations and physical activity not encountered in a classroom.
- I acknowledge that while **Pathways** and its staff will make every reasonable effort to minimise exposure to known risks, all hazards and dangers associated with these activities cannot be foreseen or may be beyond the control of **Pathways** and its staff.
- I hereby indemnify **Pathways** and its staff against any claim for accident or injury to my child during the course of the program.
- I understand that my son/daughter's involvement in the **Pathways** Program may mean that he/she is remote from immediate medical help. I have provided **Pathways** with enough written information to deal appropriately with the attending boy/girl's medical conditions.
- I further authorise **Pathways**, in the event of any injury or illness, and where it is not possible or reasonable to obtain my consent at the time, to engage a Medical Practitioner, Ambulance or hospital facilities. In this event I agree to pay all such emergency evacuation, Ambulance, Doctor, Nurse and /or hospital expenses.
- I have read and completed all the information sent to me from the Pathways Foundation in relation to the camp which will be held on the dates _____.

Signed: _____ (parent/guardian) Date: _____