

RETURNING YOUNG PERSON AGREEMENT AND CONSENT FORM

1. PARTIES BOUND

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

AND

Name:

Address:

Email:

Phone:

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

Classification:

Returning Young Person

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

Date:

2. OPERATIVE 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 to.

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. POSITION DESCRIPTION

The following are the duties to be carried out as directed by the PFL, and shall include but shall not be limited to:

Accountability	Module Leader, Program Manager/Training Officer
Key Working Relationships	Other RYP, P.M, T.O. and Leaders

Responsibilities:

Follow roles and responsibilities as given by the Program Manager. Know the Program areas you are allocated to. Ask for clarity if you do not understand directions given. Attend all staff meetings and be available for evaluation process.

Key Duties:

- Receive direction from the Program Manager and Training Officer
- Know the Program area you have been allocated to.
- Represent the Pathways Foundation appropriately
- 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

Boundaries for Returning Young Person (continued):

- Find appropriate times to ask question or express concerns to leaders
- Avoid hanging out together and moving around Camp as a group
- 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.

6. RETURNING YOUNG PERSONS OBLIGATIONS

6.1 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. carry out all the duties carefully, responsibly and competently; and
- e. co-operate and assist management and other Leaders as and when required.

6.2 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.

6.3 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.

6.4 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

7. 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.

8. 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.

9. CONFIDENTIALITY AND TRUST, IP and TRADEMARKS

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.

9.1 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.

9.2 The (CMVLS) must not make disparaging remarks about the Employer to its other (CMVLS), customers or any other person. The (CMVLS) must not make disparaging remarks about the Employer's business, its products or services to any customer or person.

9.3 The Pathways Foundation takes seriously its obligations under the Privacy Act 1988 (Cth). The (CMVLS) must not disclose or use any personal information the (CMVLS) has access to relating to any other (CMVLS) or any other customer of the (CMVLS). The (CMVLS) is required to take all reasonable steps to protect all such personal information in the (CMVLS) possession against wrongful disclosure or misuse by any other person.

9.4 The (CMVLS) must only use confidential information for the Pathways Foundations benefit and in the proper performance of its intended use only and for no other purpose.

9.5 The (CMVLS) must not use or attempt to use any information, which the (CMVLS) acquires in the course of their employment or contract in any manner which may reasonably be expected to cause injury or loss or be calculated to cause injury or loss to the Pathways Foundation.

9.6 Upon termination of the (CMVLS) contract, employment, membership with the Pathways Foundation, (CMVLS) will be required to return all confidential information to the Pathways Foundation.

9.7: IP and TRADEMARKS

(CMVLS) can only use the IP and Trademarks for authorized Pathways Foundation business in the course of their assigned duties. Any use by a third party must only be with a signed agreement or expressed permission from the Pathways Council and in accordance with such license agreements.

This includes brand logos and Program names and Program content, policy and procedures. This includes areas in the print media, web sites, web links or social media, seminars, fund raising events or applications.

10. PAYMENT FOR THE RETURNING YOUNG PERSON

A minimum of a \$300 donation is requested, and a donation receipt will then be forward to you for this.

Please make your payment of \$300 Donation with this Returning Young Persons Agreement by clicking the link below for Payment Options.

DONATE NOW

You will need to enter in your **SURNAME** then **RYP** (Returning Young Person) as the code so we can identify your donation.

Please ensure you email your receipt to us at admin@pathwaysfoundation.org.au

THANK YOU

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

Name

Date

Signed
Parent

Name

Date

OFFICE USE ONLY:

Signed

Date

Pathways Director:

On behalf of Pathways Foundation Ltd.