# Guide to National Disability insurance Scheme

# SERVICE IN SCHOOL AGREEMENT

The *NDIS Service in School Agreement* (the School Agreement) is a collaborative process between the school, family and provider. It explains the details of the service to be delivered on school premises during school hours, and the roles and responsibilities of each party.

The School Agreementdiffers from the [NDIS Service Agreement](https://www.ndis.gov.au/document/service-agreements-providers) or [NDIS participant plan](https://www.ndis.gov.au/medias/documents/pathway-booklet2-pdf/NDIS014-Participant-Pathwa-y-Book2-16pp-A4-Accessible-.pdfhttps%3A/www.ndis.gov.au/medias/documents/pathway-booklet2-pdf/NDIS014-Participant-Pathwa-y-Book2-16pp-A4-Accessible-.pdf).

It is important to remember that the service to be provided is intended to support the student to:

* access curriculum
* their participation at school
* support education goals.

The following should be specified in the School Agreement:

* the supports that will be provided to the student on school premises, during school hours
* how, when and where the supports are to be provided
* how long the student requires the supports to be provided
* when and how will the Service Agreement will be reviewed
* how the family, provider and school will manage concerns and complaints relating to the delivery of service
* each party’s role and responsibilities
* the required notice period and process if the student, family, provider or school would like to change or end the School Agreement
* the completion date which must not exceed a timeframe of longer than 12 months from commencement.

The School Agreementshould be used to guide discussion and can be modified to include all matters that are relevant to the student, family, provider and the school, on a case by case basis.

**NDIS SERVICE IN SCHOOL AGREEMENT**

**PARTIES**

This **NDIS Service in School Agreement (the School Agreement)** is for *[insert name of student]*, a participant of the National Disability Insurance Scheme (NDIS), and is made between:

| **Family** |  |
| --- | --- |
| and | *[insert name of parent, guardian or carer]* |
| **Provider** |  |
| and  | *[insert name of NDIS provider]* |
| **School** |

|  |
| --- |
|  |
| *[insert name of school where service will take place]* |

 |
| **Commencement date** |

|  |
| --- |
|  |
| *[day, month, year]* |

 |
| **Expiry date** |

|  |
| --- |
|  |
| *[day, month, year]* [this should not exceed a 12 month period] |

 |

The School Agreement is made for the purpose of providing supports under the student’s NDIS Plan, in conjunction with the student’s individual learning plan and education goals.

A copy of the student’s NDIS Plan is attached *[delete this sentence if the family chooses not to share the student’s NDIS plan]*.

The parties agree that the School Agreement is made in the context of meeting the student’s education requirements and support needs as specified in the NDIS Plan and supports students by:

* providing access to curriculum
* supporting participation at school
* supporting education goals.

**Schedule of Supports**

All parties have discussed and agree to the Schedule of Supports (Attachment A refers) which describes the supports to be provided; how they will be provided; how they complement the student’s educational goals; the duration of the service and review times. The School Agreement should not exceed 12 months’ duration and will expire one year after the commencement date if no further reviews or amendments are made.

**RESPONSIBILITIES**

**Responsibilities of student and family**

The student and family agree to:

* be part of discussions with the provider and school about how supports will be delivered in school to meet the student’s needs
* adhere to the terms and schedule of supports outlined in the School Agreement, which has been agreed to by the family, the school and the provider
* update the school and provider of student absences and changes to the student’s needs
* discuss with the provider any concerns the student may have about the supports being provided
* give the provider and school the required notice if the student or family would like to change or terminate the School Agreement(see [Ending this NDIS Service in School Agreement](#_Ending_this_Service) below for more information)
* use courtesy and respect when engaging with the provider and school.

**Responsibilities of the provider**

The NDIS provider agrees to:

*[Insert any agreed information about how the provider is to work with the student in the provision of supports. Below are suggested minimum inclusions.]*

* provide supports in a manner consistent with all relevant laws, including the [*National Disability Insurance Scheme Act 2013*](http://www.comlaw.gov.au/Current/C2013C00388) and [rules](http://www.comlaw.gov.au/Current/C2013A00020/Enables), and the Australian Consumer Law
* keep accurate records on the supports provided to the student, including the School Agreementand any relevant documentation
* consult the student, family and school regarding decisions about how supports are to be provided in school
* adhere to the terms and schedule of supports outlined in the School Agreement, which has been agreed by the student, the family, the school and the provider
* share information with the school and family, including summary reports of school visits (*providers may use their own templates, however the information must address the Schedule of Supports and will be used to monitor and review the School Agreement*)
* that any documentation supplied to the school in regards to the request to provide NDIS services and the subsequent supports provided will be stored on the student’s electronic or hard copy record and will be accessible to relevant Department of Education staff
* give the student, family and school the agreed notice if the provider must change a scheduled appointment
* review student, family and school feedback and resolve problems quickly
* protect the student’s privacy and confidential information
* communicate openly and honestly in a timely manner with family and school as necessary
* give the student, family and school the required notice if the provider needs to end the School Agreement(see [Ending this NDIS Service in School Agreement](#_Ending_this_Service) below for more information)
* use courtesy and respect when engaging with the student and school staff.

**Responsibilities of the school**

The school agrees to:

* ensure the School Agreementand delivery of NDIS service on school premises during school hours is within the school’s ability to maintain its duty of care to students, staff and visitors
* collaborate with the student, family and provider about how supports will be delivered in school to meet the student’s needs
* keep documentation and accurate records on the School Agreementand any relevant documentation related to the initial request in accordance with the [*Information Act*](https://legislation.nt.gov.au/en/Legislation/INFORMATION-ACT) and Information Privacy Principles
* advise providers that any documentation supplied to the school in relation to the initial request and supports provided will be stored on the student’s electronic or hard copy record and will be accessible to relevant Department of Education staff
* adhere to the terms and schedule of supports outlined in the School Agreement, which has been agreed by the student, the family, the school and the provider
* facilitate school induction processes for the provider before the commencement of the service
* use courtesy and respect when engaging with the student, family and provider.

**CHANGES TO THIS SCHOOL AGREEMENT**

If changes to the supports or delivery are required, all parties agree to discuss and review the School Agreement.

The parties agree that any changes to the School Agreementwill be in writing, signed and dated by all parties.

**ENDING THIS SCHOOL AGREEMENT**

Should any party wish to terminate the School Agreement,they must give *[insert agreed to and reasonable time period depending on nature of supports, for example, one month’s]* notice.

If any party seriously breaches the School Agreement, the requirement of notice will be waived, for example, principals may terminate the School Agreementearly if agreed terms and education outcomes are no longer being met.

If the circumstances of the parties change, for example, the student stops being an NDIS participant or the provider no longer meets NDIS registration, all parties must be informed and the School Agreementwill be terminated and the requirement of notice will be waived.

The School Agreementwill expire 12 months after the commencement date, if no reviews or amendments have been made.

# COMPLAINTS AND fuRther information

Families and providers who have a concern or complaint regarding the delivery of NDIS services in schools should discuss the matter with the school’s principal in the first instance.

If the matter is not resolved at the school level, they may contact the Department of Education at sesupport.det@nt.gov.au.

All parties may contact the NDIS National Contact Centre directly on 1800 800 110 or at feedback@ndis.gov.au. For further information, go to the [feedback and complaints](https://ndis.gov.au/about-us/contact-us/feedback-complaints) page on the NDIS website.

**CONTACT DETAILS**

Parent, guardian or carer contact details

| **Contact details** |
| --- |
| **Name/s:** |  |
| **Phone [B/H]:****Phone [A/H]:** |  |
| **Mobile:** |  |
| **Email:** |  |
| **Address:** |  |
| **Alternative contact person:** |  |

NDIS provider contact details

| **Contact details** |
| --- |
| **Name/s:** |  |
| **Phone [B/H] :****Phone [A/H] :** |  |
| **Mobile:** |  |
| **Email:** |  |
| **Address:** |  |

School contact details

| **Contact details** |
| --- |
| **Name/s:** |  |
| **Phone [B/H] :****Phone [A/H] :** |  |
| **Mobile:** |  |
| **Email:** |  |
| **Address:** |  |
| **Alternative contact person:** |  |

**NDIS SERVICE IN SCHOOL AGREEMENT SIGNATURES**

All parties agree to the terms and conditions of the NDIS Service in School Agreement.

|  |  |  |
| --- | --- | --- |
| Signature of parent, guardian or carer |  | Name of student |

|  |
| --- |
| Date |

|  |  |  |
| --- | --- | --- |
| Signature of provider |  | Name of provider |

|  |
| --- |
| Date |

|  |  |  |
| --- | --- | --- |
| Signature of principal  |  | Name of school |

|  |
| --- |
| Date |

**ATTACHMENT – COPY OF STUDENT’S NDIS PLAN**

*[Attach a copy of the Student’s NDIS Plan or delete this page if not required.]*

**SCHEDULE OF SUPPORTS**

ATTACHMENT A

*[Insert a table of the supports to be provided under the NDIS Service in School Agreement, including sufficient details such as description, how they will be provided, frequency and review timeframes. Example table and example schedule of supports below – adjust as needed.]*

| **Support**Name of the support | **Description of support**Details of the support, including scope (what it does and does not include) | **Goals**What NDIS and education goals does the support address | **How the support will be provided**Details of how, when, where and by whom the support will be provided, including frequency/duration | **Review**When will the support be reviewed  |
| --- | --- | --- | --- | --- |
| Speech Therapy | Speech Therapist to assist with the implementation of Ben’s new communication device in the school setting. Including upskill Ben’s teachers and support staff how to use and maintain the device  | NDIS Goal: For Ben to be able to communicate.Education Goal: For Ben to be able to communicate and participate in school and class setting | **How** Speech Pathologist will attend the school to support Ben and those working with Ben at school. Speech Pathologist will upskill Ben and teachers how to use the device and provide**When – incl. frequency/duration**once a week, for one hour, for six weeks**Where**In classroom**Who**Ben, teachers, support staff who work with Ben | End of six weeks or by 15/3/2019 \*The provider will share their school summary visit report with school and family to assist with review processes |
|  |  |  |  |  |
|  | . |  |  |  |
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