

## **BEING MY BEST – RESILIENCE PROGRAMME AND FACILITATOR TRAINING WITHIN SCHOOLS**

### **BEING MY BEST TERMS & CONDITIONS OF TRADE FOR SCHOOLS**

Note: "in writing" means either text message to the Facilitator, or email to [sue@beingmybest.co.nz](mailto:sue@beingmybest.co.nz)

This Agreement is entered into by Being My Best Limited by its authorised signatory, Susan Lyon (hereinafter referred to as "Being My Best", which shall include its successors and permitted assigns) and \_\_\_\_\_ School.

### **BEING MY BEST PROGRAMME**

The School named in the schedule to these terms and conditions of trade agree that they shall abide by the terms and conditions contained herein whilst facilitating the Being My Best course:

#### **GENERAL**

- Sessions are a minimum of 60 minutes in length for Junior children and up to 1.5 hours for Senior children.
- Facilitators are to take no more than three Being My Best programmes/groups during one school day.
- The Facilitator shall at all times abide by the Being My Best curriculum and shall under no circumstances deviate from the same. The Facilitator will deliver each programme in sequence, from the first to the final session in full.
- When a student is late, or unable to attend a session at late notice (less than 12 hours before the session), the School must immediately notify the Facilitator directly in person or via text message or phone.

### **BEING MY BEST PARTICIPANTS**

It is the facilitators aim to work with small groups of up to 6 children at a time, that fall within the low range of children needing social and emotional support. Once the Facilitator is confident in facilitating the programme the number of children may be increased to a maximum of 8 students.

The facilitator works collaboratively with Senior Management/SENCO and classroom teachers, in the school where they are facilitating the programme.

The classroom teacher identifies and refers children, to Senior Management/SENCO, to participate in the Being My Best programme. Parent permission must be obtained and the benefits of the programme explained, by the classroom teacher, before the child begins. Groups are finalised and the list, with information about the needs of each child, are given to the facilitator.

Children may show any of the following signs of needing social and emotional support, to participate in the programme:

- Lacking in confidence
- Limited social skills/maintaining friendships
- Feeling overwhelmed
- Being withdrawn
- Exhibiting low levels of behavioural difficulties that impact on themselves and others
- Struggling to manage their own emotions
- Experiencing low levels of worry and anxiety

#### **FACILITIES VENUE AND OVERHEAD COSTS**

- The travel, accommodation, and venue costs for the Being My Best trainer to complete the facilitator training is to be paid for by the schools participating in the programme, through negotiation.

#### **FACILITATOR ACCREDITATION**

- Facilitators will receive a certificate of accreditation once they have completed their training. The accreditation is valid for a term of 2 years from the date on the certificate of accreditation. After the term of 2 years, the facilitator is required to complete a one-day refresher course with Susan Lyon or an accredited tutor authorised by Susan Lyon, to remain accredited.
- Facilitators working within schools acknowledge and understand that for the Terms of this Agreement, it is best and safe practice to have access and participate with a third party trained to provide supervision for the Facilitator as part of the Being My Best programme.
- Should a Facilitator move to another school, you are required to notify Being My Best prior to the Facilitator leaving the school within 5 working days of the Facilitator's notice of resignation being accepted by the school. The school will not be entitled to provide the Being My Best programme until another Facilitator has been vetted by Being My Best and completed their accredited training with Being My Best in accordance with the terms of this agreement and the terms of their Facilitators agreement with Being My Best.

#### **ANNUAL FEE**

- Once the facilitator has completed their training an annual fee of \$500.00 GST inclusive, is to be paid by the school to Being My Best. This fee allows for the facilitator to provide the programme in the school throughout that year. The annual fee also provides the school and the facilitator notification of updated materials as they are produced and up to 4 hours contact with the Being My Best trainer by phone or facetime/Zoom and/or email.
- Any other support required by the facilitator in your school, an hourly fee will be charged by the Being My Best trainer, through negotiation.

## **PARENT AND TEACHER WORKSHOPS**

- Parents/caregivers of the children participating in the programme are required to attend two workshops, provided by the accredited Being My Best facilitator in the school. This is to familiarise the parents with the strategies of the programme so they can role model and support their child in using the strategies in a home and community setting.
- All staff are required to participate in a workshop to familiarise themselves with the strategies of the Being My Best Resilience programme. This will enable them to role model the strategies and support children to use the strategies within a school setting. The workshop for the teachers is presented by the accredited facilitator working within the school.

## **CHILDRENS WORKBOOKS**

- There are two levels of the children's workbook that are required for the programme:
  - (i) Junior Workbook for ages 5.5 years old to 8 years old; and
  - (ii) Senior Workbook for ages 8 years to 12 years old.
- The workbooks can be ordered directly from Sue Lyon and paid for in accordance with the terms and conditions contained herein.
- Each child participating in the Being My Best programme must have their own workbook. Once participants have completed the programme each child is to take their workbook home for future reference.

## **SKILLS AND QUALITIES REQUIRED OF FACILITATORS**

- To become an accredited Being My Best Facilitator you are required to be a registered teacher and complete a three day training course with Susan Lyon or an accredited tutor authorised by Susan Lyon.
- The skills and qualities in the teachers chosen to be trained as a Facilitator are crucial to contribute to the wellbeing engagement and success of the children participating in the programme.
- It is beneficial for the teachers participating in the Being My Best training to have some background in psychology and child development. Having an interest in the emotional and behavioural needs of our young people and their complexities is also important.
- Teachers to be trained as Facilitators need to display a joyful and positive disposition, be respectful of children, kind, trustworthy, accepting of differences, encouraging and wise. The Facilitators need to be able to connect emotionally with children, set clear boundaries and have positive behaviour management.
- Maintains a positive rapport with parents and teachers and the confidence to facilitate parent and teacher meetings.
- Being My Best has the right to decline to train a teacher if Being My Best deem them unsuitable. If this occurs 25% of the training fee will be retained by Being My Best and the balance refunded to the school.

### **COVID-19 PROTECTION FRAMEWORK**

- Our terms and conditions continue to apply, including those points relating to cancellation of sessions.
- GREEN - Sessions continue as usual in person at a school, with public health measures in place.
- ORANGE - Sessions continue as usual in person at a school, with public health measures in place.
- RED - Sessions continue at school, with public health measures in place, if the Principal of the school is in agreement. Otherwise email instruction will be provided to parents/caregivers where possible by the Facilitator.

### **CANCELLATION**

- Being My Best programmes continue until:
- A session is postponed where a Facilitator is unavailable for any Session, for any reason whatsoever, they shall advise their school, School Principal, Deputy Principal or SENCO and a replacement session will be arranged by the Facilitator to make up this time.
- If a parent/caregiver provides notice verbally or in writing to the School that they wish to withdraw their child from the programme prior to the first session.
- If a student's needs are not being met in the Being My Best programme, after discussion with Senior Management/SENCO, the facilitator and the parent/caregiver, the child can be removed from the programme and referred to a counsellor or psychologist for individual support.

### **FEES**

- Programme fees are attached to these terms and conditions.
- Schools may ask parents/caregivers for a fee to cover their child's workbook and other resources.
- Being My Best reserves the right to amend the pricing from time to time for any reason whatsoever; however, 2 weeks' advance warning will be given in writing.

### **PAYMENT**

- All fees for Facilitator training, Facilitator Refresher course and the Schools Annual fee are directly payable to Being My Best by direct banking only. No payments are to be paid directly to the tutor. Invoices for fees will be emailed to the School.
- Payment of fees shall be made by payment of a 25% non-refundable deposit of the Facilitator training and/or Facilitator Refresher fee. The balance of the fee is due 14 days prior to the start date of the Facilitator training/Refresher to secure a placement. The initial Annual fee will be included in the Facilitator training invoice fees. Subsequent invoices for Annual fees will be emailed to the School.

- The Being My Best workbooks can be ordered by emailing Sue Lyon. Schools will be invoiced and payment of \$25.00 per workbook plus courier costs will be required before the workbooks are dispatched.
- Unless expressly stated otherwise, GST will be added to all fees, if any.
- Where any training sessions or training courses are delayed due to COVID-19 and the fees have already been paid to Being My Best, those fees shall be held by Being My Best until the session/training course can be rescheduled at an appropriate time.

#### **DEFAULT ON PAYMENT, INTEREST & LEGAL EXPENSES**

- Where an invoice is not paid by the due date, a reminder notice will be emailed, with payment required within 2 days of the reminder notice.
- Where an invoice is not paid following the reminder notice, Being My Best reserves the right to terminate future programmes until the date the invoice is paid in full.
- Where an invoice is not paid following the reminder notice, default interest on the amount outstanding will be calculated at the BNZ bank floating interest rate at the time of default plus 5% per month and shall accrue until the date the invoice is paid in full.
- Where an invoice is not paid, we may choose to recover outstanding amounts from the School via a debt collection agency or we may choose to commence legal proceedings against the School to recover the costs incurred in recovering outstanding amounts.
- All expenses incurred by Being My Best for default in payment, including collection costs from obtaining the services of a debt collection company and/or legal fees in relation to any overdue amount will be added to the School's account and you, as the client, are liable for its payment.

#### **ACADEMIC RESPONSIBILITY**

- Being My Best strives to provide the best possible service. However, Being My Best will not be held accountable or responsible for the academic success or lack thereof demonstrated by students attending the programme at the School. Although Being My Best will do everything in its power to help skill sets improve, Being My Best can offer no guarantee.

**PRIVACY ACT 1993**

- You, the School, shall have the right to request from Being My Best a copy of the information about the School retained by us, and the right to request that any incorrect information be corrected.
- You, the School authorises Being My Best to use your information for the purposes of marketing products and services.

**CHANGES**

- These terms and conditions of trade are subject to change.
- Being My Best reserves the right to change these terms of use from time to time by publishing the changed terms on its website and/or in its materials.
- You, the School, acknowledge that it is your responsibility to review these terms of use periodically to be aware of such changes. Your continuing use of the programme provided by Being My Best, following such publication, shall be deemed your acceptance of the revised terms of use.

**LIABILITY**

- Being My Best is not liable for any direct, incidental, consequential, indirect, special, punitive or similar damages arising out of use of its programme, or any errors or omissions in the content of its materials. You, the School specifically waive any and all claims arising out of the use of this programme.

**COPYRIGHT**

- All materials Being My Best creates in-house are copyright and provided to the School specifically as an educational aid. You, the School agree that you will not publish or distribute any portion of any materials without prior written permission from the Director of Being My Best, Susan Lyon.

**SUPERVISION AGREEMENT BETWEEN BEING MY BEST AND \_\_\_\_\_  
SCHOOL AND THE ACCREDITED FACILITATOR**

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**SCHEDULE ONE**

Signed by \_\_\_\_\_ as Principal/Authorised Signatory for and

on behalf of \_\_\_\_\_ School

Date \_\_\_\_\_