

MEMORANDUM OF UNDERSTANDING
BETWEEN the QUEENSLAND DEPARTMENT of EDUCATION, TRAINING and
EMPLOYMENT
and the
SECRETARY of the DEPARTMENT of EDUCATION, EMPLOYMENT and WORKPLACE
RELATIONS
in relation to the
NATIONAL SCHOOL CHAPLAINCY and STUDENT WELFARE PROGRAM

1. Parties to this Memorandum of Understanding

This Memorandum Of Understanding (MOU) is made between the State of Queensland (represented by the Director General of the Queensland Department of Education, Training and Employment ('DETE')) of 30 Mary Street, Brisbane and the

Secretary of the Commonwealth Department of Education, Employment and Workplace Relations, of 50 Marcus Clarke Street, Canberra, Australian Capital Territory ('DEEWR') hereafter known as 'the Parties' and individually as 'a Party'.

2. Preamble

2.1 This MOU has been developed in recognition of the common objectives which are shared by the Parties and which are aimed at providing a collaborative framework for the Parties to work together in relation to the *National School Chaplaincy and Student Welfare Program* (NSCSWP) and the *Queensland State Government Chaplaincy/Pastoral Care Funding Program* (SGCPCFP).

2.2 This MOU will assist each Party to progress in Queensland the objectives outlined in the *Melbourne Declaration on the Educational Goals for Young Australians* (the *Melbourne Declaration*) as they relate to the emotional and spiritual wellbeing of young Australians and may be achieved through the NSCSWP.

3. Responsibilities

3.1 This MOU is not intended to change the current authority of either Party with respect to the delivery of NSCSWP services. Rather this MOU will increase cooperation and improve each Party's capacity to fulfil their existing responsibilities in the provision of student wellbeing support in Queensland government schools, as it relates to the delivery of the NSCSWP.

Comment [KB08851]: Is there any reason why you wish to have this text deleted? It is consistent with other jurisdictional MOUs and acknowledges the importance of the Melbourne Declaration to the NSCSWP?

Comment [SH09572]: Deletion of text "and may be achieved through the NSCSWP"

4. No Intention to Create Legal Obligation

- 4.1 This MOU is an expression of the intention of the Parties which is binding in honour only. It is not intended that this MOU give rise to any legal relationship, right, duties or consequences or be the subject of litigation.

5. Duration

- 5.1 This MOU will start on the date on which it is signed by the last Party to do so and will end on 31 December 2014.
- 5.2 The Parties may negotiate to extend this MOU, the term of extension to be agreed in writing.

6. Purpose and Principles

- 6.1 This MOU formalises the principles of cooperation, information sharing and collaboration between the Parties and signifies the intention of the Parties to work in partnership to achieve Commonwealth and State of Queensland Government objectives to support the emotional and spiritual wellbeing of students as expressed in the *Melbourne Declaration*.
- 6.2 The Parties agree they will use their best endeavours to:
- (a) share responsibility for achieving the aims of this MOU as set out in clause 7;
 - (b) commit to a shared understanding of and support for the MOU;
 - (c) utilise mutually beneficial cooperation, collaboration and consensus;
 - (d) demonstrate a willingness to share information, being aware of limitations under privacy principles and privacy legislation and facilitate monitoring and evaluation;
 - (e) cooperate to quickly resolve complaints relating to the delivery of the NSCSWP in Queensland state schools, acknowledging requirements under legislation;
 - (f) achieve effective delivery of the NSCSWP, including consistent application of policies and associated practices that affect the delivery of the NSCSWP and are of common interest to the Parties; and
 - (g) work together to reduce duplication and overlap in State and Commonwealth requirements in the delivery of the program.

7. Aims and Outcomes

- 7.1 The aims of the MOU will be to achieve:
- (a) a better understanding and potential coordination of the Parties' practices and procedures where they impact on the management of the NSCSWP;

- (b) coordinated responses to issues that may threaten the reputation of the NSCSWP and the operation of student wellbeing services in Queensland state schools;
- (c) coordinated responses to the management of relationships with program providers, particularly where they seek to work across levels of government; and
- (d) clear lines of accountability in relation to the management of the NSCSWP and Queensland state schools and the management of complaints about the program.

8. Governance

- 8.1 The governance arrangements will be formalised through an Inter-Agency Group made up of senior officers from each of the Parties, including other State/Territory education authorities with which DEEWR has entered into an MOU in relation to the NSCSWP.
- 8.2 The purpose of the Inter-Agency Group will be to discuss:
- (a) operational and strategic matters relating to the management of the NSCSWP in government schools;
 - (b) the interaction between the NSCSWP and other student wellbeing initiatives in government schools; and
 - (c) any issues, trends or patterns relating to the management of the NSCSWP in government schools.
- 8.3 The Terms of Reference of the Inter Agency Group will include:
- a) providing for meetings to be held at least twice annually; and
 - b) providing for the sharing of data across jurisdictions in relation to the management of the NSCSWP and in particular about complaints about the NSCSWP.
- 8.4 Operational responsibilities of the Inter-Agency Group will include:
- (a) each Party using reasonable endeavours to exchange information appropriately, taking account of each other's operational requirements, legal, commercial and contractual obligations and privacy issues; and
 - (b) that DEEWR will use reasonable endeavours to notify other Parties when making direct contact with government schools on any matters in relation to the NSCSWP that do not relate to standard program management practices.

9. Dispute Resolution

The Parties agree that any dispute arising in relation to this MOU will be dealt with informally, at officer level, by the Parties. In the event that a solution cannot be reached, the dispute will be referred to the Assistant Director General, State Schooling Operations and Strategy, DETE and the NSCSWP Branch Manager, DEEWR to be addressed.

10. Compliance with laws and government policies

The Parties will comply with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, state, territory or local authority in connection with their responsibilities and actions pursuant to this MOU.

11. Variation

Either Party may request to vary this MOU in writing. All variations must be agreed in writing and signed by the Parties, and will come into effect on the date the last Party signs the amended MOU.

12. Termination

Either Party may terminate this MOU for any reason by giving the other Party 14 days written notice.

13. Contact between the Parties

13.1 The Parties will identify an appropriate level contact person at the senior officer level through the Inter-Agency Group. The Inter-Agency Group will be the central point of contact for all formal communication.

13.2 Notices between senior contact officers must be provided in writing.

13.3 A notice from one senior contact officer to another must give the other senior contact officer at least 14 days to respond.

14. Specific program management arrangements

This Section outlines the specific ways in which the NSCSWP will operate in Queensland state schools.

- 14.1 The Parties agree that, to ensure consistency in the management of arrangements at the school level, the chaplain and/or student welfare worker will be bound by the NSCSWP Code of Conduct, DETE *Code of Conduct and Standard of Practice* and other relevant requirements (including requirements regulating activities within schools and policies or guidelines for volunteers and visitors within schools) at all times while working as a chaplain/student welfare worker in Queensland state schools.
- 14.2 Any alleged breaches of these requirements may be jointly investigated by the Parties in consultation with the employing Funding Recipient and/or Accredited Employing Authority and subject to the principles of the NSCSWP Complaints Protocol. As a principle all complaints or breaches of requirements are investigated at the lowest relevant level.
- 14.3 The agreement between the Commonwealth and Funding Recipients providing NSCSWP services in Queensland state schools identifies the minimum standards applicable to the delivery of NSCSWP services in Queensland state schools. This agreement covers the following key areas:
- (a) Insurances to be maintained.
 - (b) Working with Children and Criminal Screening.
 - (c) The role of school principals.
 - (d) Feedback and complaint procedures.
 - (e) Participation/voluntary nature of the program.
 - (f) Consent arrangements.
 - (g) Minimum Qualifications requirements.
 - (h) NSCSWP Service Agreement Requirements.

Through this MOU, DETE recognises and acknowledges the scope of the NSCSWP and associated administrative guidelines implicit in the operation of the program.

**Signed on behalf of the Queensland Department of Education, Training and
Employment by**

Annette Whitehead

**A/Director General of the Queensland Department of Education, Training and
Employment**

Date

Signed on behalf of the Commonwealth of Australia by

Lisa Paul AO PSM

Secretary of the Department of Education, Employment and Workplace Relations

Date