
Memorandum of Understanding

between

Department of Education and Training

and

Department of Health and Human Services

and

Family Safety Victoria

and

Catholic Education Commission of Victoria Ltd

and

Independent Schools Victoria Inc

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Memorandum of Understanding

between

Department of Education and Training (DET)

of 2 Treasury Place, East Melbourne VIC 3002

and

Department of Health and Human Services (DHHS)

of 50 Lonsdale Street, Melbourne VIC 3000

and

Family Safety Victoria

of 35 Collins Street, Melbourne VIC 3000

and

Catholic Education Commission of Victoria Ltd (CECV)

of 228 Victoria Parade, East Melbourne VIC 3002

and

Independent Schools Victoria Inc (ISV)

of 40 Rosslyn Street, West Melbourne VIC 3003

Background

- A. The Parties have a shared commitment to the safety, health and wellbeing of children in Victorian Schools and Early Childhood Services. The Parties work together on many areas of mutual interest and responsibility that impact on the safety, health and wellbeing of children and young people in Victoria.
- B. This MOU replaces the Joint Protocol, which set out the roles of the Parties and provided information for licensed children's services and Victorian Schools to take appropriate action to protect children from harm.
- C. Since the Joint Protocol was developed in 2010, the following inquiries have highlighted the shared responsibility we all hold to protect children from harm:
 - i. Parliamentary Inquiry into the Handling of Child Abuse by Religious and other Non-Government Organisations: Betrayal of Trust;
 - ii. Royal Commission into Family Violence; and

- iii. Federal Royal Commission into Institutional Responses to Child Sexual Abuse.
- D. To support implementation of the Betrayal of Trust recommendations, in 2016 DET developed the PROTECT Guidelines, designed to support staff in Victorian Schools and Early Childhood Services. Much of the content of the Joint Protocol was updated and incorporated into the PROTECT Guidelines.
- E. The Parties have developed this MOU to formalise arrangements between them for working together and sharing information in areas of shared responsibility to further child safety, health and wellbeing.

The Parties agree as follows:

1. Purpose

1.1 The purpose of this MOU is to:

- (a) affirm the partnership between the Parties to work collaboratively;
- (b) formalise an approach to collective leadership and governance to support this partnership;
- (c) assist the Parties to:
 - i. develop an informed, shared understanding and appreciation of the Parties' roles and responsibilities, including where they may overlap, in the context of broader Victorian Child and Family Service System Reforms
 - ii. take a consistent and coordinated approach to their respective roles and responsibilities;
 - iii. respond appropriately to opportunities for collaboration in relation to child safety, health and wellbeing;
 - iv. promote the direction of referrals and reports to the appropriate service to ensure timely support can be provided to children and families; and
 - v. promote good practice of the Parties' respective workforces and settings in line with relevant legislation, the Parties' policy frameworks, guidance and complementary joint agreements and other documents that provide guidance to the Parties' workforces on promoting the safety, health and wellbeing of children and young people.
- (d) describe and guide the conduct and management of the relationship between the Parties;
- (e) describe a process for dispute resolution between the Parties.

2. Definitions and Interpretation

Definitions

- 2.1. In this MOU, the following definitions will apply except where the context otherwise requires:

Aboriginal means Aboriginal and Torres Strait Islander.

Authorised Aboriginal Community-Controlled Organisation or Authorised ACCO means an Aboriginal agency that is authorised by the Secretary to DHHS under section 18 of the CYF Act to perform specified functions or exercise specified powers in relation to a Children's Court protection order in respect of a specified Aboriginal child. Authorised ACCOs are governed by the local Aboriginal community to deliver holistic and culturally appropriate services to Aboriginal people, children and families.

Aboriginal Children in Aboriginal Care (ACAC) means the program for Aboriginal children and young people subject to a Children's Court protection order. Section 18 of the CYF Act enables the Secretary to DHHS to authorise the principal officer of an Aboriginal agency to undertake specified functions and powers in relation to a Children's Court protection order for an Aboriginal child. Once a protection order for an Aboriginal child has been made by the Children's Court, an Authorised ACCO delivering ACAC may be authorised to take on total responsibility for administration of the child's protection order, including case planning and case management.

Business Day means any day that is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993* (Vic)) in Melbourne.

Case Plan means a plan prepared for children where protective concerns have been substantiated – that is, where child protection is satisfied on reasonable grounds that the child is in need of protection (s.168, CYF Act).

Child FIRST means the Child and Family Services Information, Referral and Support Teams.

Child Protection means the DHHS child protection service that receives reports, investigates matters and provides support to children and young people at risk of harm or where families are unable or unwilling to protect them (including services provided by an Aboriginal Agency delivering ACAC in respect of an Aboriginal child).

Children's Services Act means the *Children's Services Act 1996* (Vic).

Commencement Date means the commencement date of this MOU set out in Item 1 of Schedule 1.

CYF Act means the *Children, Youth and Families Act 2005* (Vic).

Early Childhood Agreement means the *Early Childhood Agreement for Children in Out-of-Home Care* between DHHS, DET, Municipal Association of Victoria, Early Learning Association Australia, Victorian Aboriginal Child Care Agency, The Victorian Aboriginal Children and Young People's Alliance (the Alliance), Centre for Excellence in Child and Family Welfare, Community Child Care Association (2018), which provides guidelines for Early Childhood Services and case managers from Child Protection, community service organisations and Authorised ACCOs delivering ACAC to support the participation of young children in care in high quality early childhood education and care (ECEC), with a particular focus on Maternal and Child Health (MCH) services and kindergarten services.

Early Childhood Services means the Education and care services operating under the National Quality Framework including kindergartens (preschools), long day care services, outside school hours care and family day care services; and Children's services operating

under the Children's Services Act include occasional care, sports and leisure, early childhood intervention, mobile and school holiday services.

Family Services means the range of services that provide case work functions, including assessment and review of the needs of families.

Guiding Principles means the principles set out at clause 0, as updated or amended in accordance with clause 0 from time to time.

Joint Protocol means the *Protecting the safety and wellbeing of children and young people: A joint protocol of the Department of Human Services Child Protection, Department of Education and Early Childhood Development, Licensed Children's Services and Victorian Schools* published in May 2010.

Law means the law in force in the State of Victoria and the Commonwealth of Australia including common law, legislation, regulations, by-laws and other subordinate legislation.

MOU means this memorandum of understanding, including all of its Schedules, Protocols or other documents expressly incorporated as varied or amended from time to time.

National Law means the provisions of the Education and Care Services National Law (Victoria) as adopted and applied in Victoria under the *Education and Care Services National Law Act 2010* (Vic).

National Quality Framework has the same meaning as under section 5 of the National Law.

New Protocols means any new protocols agreed to between the Parties under clause 0 of this MOU.

Notice means a written notice, consent, approval or other communication, given in accordance of clause 14.2 of this MOU.

OHCEC Agreement means the *Out-of-Home Care Education Commitment: Partnering Agreement* between DHHS, DET, CECV and ISV dated July 2018, which provides guidelines for Victorian Schools and case managers from Child Protection, community service organisations and ACCOs delivering ACAC to support the education and social/emotional needs of children and young people in care during the years they attend a Victorian School, including flexible learning options.

The Orange Door means the entry point for Victorians to access child and family services, and family violence services, including services working with perpetrators of family violence. The Orange Door is being established in each of the 17 DHHS areas and will roll out across Victoria via a staggered implementation and build to statewide coverage. The Orange Door will gradually replace existing intake points for children and families in need of support (Child FIRST).

Party means each party to this MOU and **Parties** means all of the parties to this MOU.

PROTECT Guidelines means the following guidance documents:

- (a) Schools Guidance: *Identifying and Responding to All Forms of Abuse in Victorian Schools* accessible from DET's website; and

- (b) *Early Childhood Guidance: Identifying and Responding to All Forms of Abuse in Early Childhood Services* accessible from DET's website.

Protocols means any protocol attached at Schedule 2 to the MOU and any New Protocols.

Representative means a person nominated by a Party as its representative under clause 10.

Schedule means a schedule to this MOU.

Victorian Schools means all registered schools in Victoria, including government and non-government schools.

Interpretation

2.2. In this MOU, unless the context indicates otherwise:

- (a) words importing a gender include any other gender;
- (b) words importing persons include a partnership and a body whether corporate or otherwise;
- (c) words in the singular include the plural and words in the plural include the singular;
- (d) reference to any statute or other legislation includes a reference to that statute or other legislation as amended or replaced from time to time;
- (e) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) a reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this MOU.

2.3. This MOU is not intended to replace, supersede or duplicate the legislative responsibilities or policy and service delivery frameworks of each of the Parties and should be read in conjunction with:

- (a) the PROTECT Guidelines;
- (b) the OHCEC Agreement;
- (c) the Early Childhood Agreement;
- (d) the Child Protection Manual; and
- (e) The Orange Door Service Model and Integrated Practice Framework.

2.4. This MOU is not intended to create legal relations or constitute a legally binding contractual agreement between the Parties. Notwithstanding this, the Parties will comply with all the terms of this MOU.

2.5. Nothing in this MOU is intended to:

- (a) limit or derogate from the independent discretion of the Parties or officers within the Parties in the exercise of any function or power;
- (b) limit or derogate from any legal rights the Parties might otherwise have in relation to the matters dealt with in this MOU; or
- (c) require the Parties to do anything inconsistent with their respective legal obligations, policies or procedures.

3. Term

This MOU will commence on the Commencement Date and will end upon termination in accordance with clause 12.

4. Notification of MOU terms

Each Party will ensure that its relevant staff are informed of the relevant terms of this MOU and are trained on their respective roles and responsibilities relating to this MOU.

5. Guiding Principles

5.1 The Guiding Principles are:

- (a) Protecting children and promoting the wellbeing and development of children is everyone's responsibility;
- (b) The best interests of the child must always be paramount;
- (c) Staff or volunteers working for Child Protection, Early Childhood Services and Victorian Schools have a duty of care to support and protect the children and young people with whom they are professionally involved;
- (d) Effective collaboration on the creation of a working relationship based on principles of trust, respect and shared decision-making contributes to ensuring the safety, health and wellbeing of all children and young people by protecting them from significant harm;
- (e) Culturally respectful approaches and considerations must be adopted when working with children, young people and families from Aboriginal or culturally and linguistically diverse backgrounds;
- (f) The Parties recognise that all children are vulnerable, and consider the increased vulnerability of Aboriginal children, children from culturally and linguistically diverse backgrounds and children with disabilities;
- (g) The Parties recognise and respect children, value their diversity and culture, seek to help build their connectedness and resilience, and recognise that children have the right to say what they think should happen and to have their opinions taken into account in matters affecting them;
- (h) In relation to Aboriginal children, Aboriginal self-management and self-determination is a key decision-making principle;
- (i) To the extent human rights are engaged, the Parties will ensure that both the content and performance of this MOU and all future joint policies and protocols

are consistent and comply with the requirements of the Charter of Human Rights and Responsibilities 2006 (Vic), with particular regard to section 17, the right to the protection of families and children; and

- (j) The Parties will take all reasonable steps to plan for the safety of all family members who are believed to be at risk from family violence.

6. Co-operation and consultation

- 6.1 The Parties acknowledge and agree to act in accordance with the Guiding Principles insofar as they apply to the performance of their roles and responsibilities.
- 6.2 To the extent permitted by law, the Parties will work collaboratively, cooperatively and transparently in relation to all information sharing and other communications between the Parties.
- 6.3 Each Party must conduct itself in an ethical, responsible and lawful manner in the performance of its roles and responsibilities under this MOU.
- 6.4 The Parties will use reasonable endeavours to do everything required or necessarily intended by this MOU within the specified or necessarily intended timeframes. This means the Parties shall meet any deadlines or timeframes as a minimum requirement of this MOU.
- 6.5 The Guiding Principles may be updated or amended from time to time by written agreement between the Parties, including to reflect any legislative principles related to child safety, health and wellbeing.
- 6.6 The Parties agree to establish a governance mechanism with membership comprising the representatives of each of the Parties to provide a scheduled, coordinated opportunity to share information about the application of the MOU, identify, theme and respond to emerging issues and opportunities and strengthen working relationships across the Parties for the improvement of safety and wellbeing outcomes for children in Victoria.

7. Protocols and Agreements

- 7.1 As at the Commencement Date, there is one Protocol attached to this MOU as Schedule 2, being Standard Protocol 1: Resolving Conflict and Escalation Mechanisms.
- 7.2 It is intended that additional subject matter based Protocols may be developed by the Parties on an 'as needed' basis from time to time and incorporated as a Schedule to this MOU. New Protocols:
 - (a) will form part of this MOU when agreed by the Parties in writing in accordance with this subclause;
 - (b) will become effective from the date of the last signatory unless expressly stated otherwise by the Parties and will operate until terminated in writing by any of the Parties; and
 - (c) may be amended or replaced by written mutual agreement between the Parties.

8. Roles and Responsibilities

Parties

8.1 DET

- (a) DET administers the Victorian education and training system, which is accessible by children, young people and adults. It does so directly, through carrying on government schools, and indirectly, through the regulation and funding of Early Childhood Services, non-government schools and training programs.

Quality Assessment and Regulation Division (QARD)

- (b) The Secretary to DET is responsible for the regulation of early childhood education and care and school-aged care services in Victoria. QARD is a division within DET whose staff are delegated responsibility to undertake the regulation of these services.
- (c) The majority of these services operate under the National Law and include kindergartens, long day care, outside school hours care and family day care services. A small number of services operate under the Children's Services Act including occasional care, early intervention and sports and leisure services.
- (d) Early childhood education and care and school-aged care services are generally not operated by DET. Rather, they are operated by a range of legal entities including incorporated associations, school councils, independent schools, companies, corporations, and local authorities.
- (e) QARD's role includes:
 - (i) licensing and approving services;
 - (ii) monitoring compliance with the National Law and the Children's Services Act;
 - (iii) investigating notifications of serious incidents and circumstances and complaints where the safety, health or wellbeing of a child or children may have been compromised or there may have been a contravention of the National Law or the Children's Services Act; and
 - (iv) taking enforcement action where there is ongoing and/or serious non-compliance.

8.2 CECV

- (a) CECV acts as the overarching, strategic planning and policy-making body for the Catholic school system in Victoria, supported by the Catholic Education Offices of the four Dioceses: Melbourne, Ballarat, Sandhurst and Sale.

8.3 ISV

- (a) ISV represents, supports and provides professional services and guidance to independent schools in Victoria including for curriculum development, student welfare, employment relations, training, government compliance and accountability, and communications.

8.4 DHHS

- (a) A broad range of services are provided or funded by the DHHS, on the principle that children and young people are best cared for and protected by their families.

Child Protection

- (b) The Secretary of the DHHS has a statutory responsibility under the CYF Act to provide child protection services for children and young people in Victoria who are identified as being at risk and who are under the age of 17 years, or where a protection order is in place, under the age of 18 years.

A. Child Protection receive reports from individuals who have a significant concern for the wellbeing of a child or consider a child may be in need of protection. Child Protection services are delivered across five phases of intervention:

- (i) Intake: where a report is made and concludes when the report is transferred for investigation or closed with or without the provision of advice or referral. When the Secretary does not consider that a report meets the threshold requiring investigation the report will be closed or will be classified as a wellbeing referral and the family will be referred to Child FIRST or The Orange Door.
- (ii) Investigation: where a decision is made in the intake phase that a report will be classified as a protective intervention report and requires investigation to determine if the child needs protection.
- (iii) Protective Intervention: where a decision is made by child protection in the investigation phase to substantiate the reported abuse or neglect, child protection are required to prepare a case plan addressing the protective intervention needed.
- (iv) Protection Order: where a protection order has been made in respect of a child by the Children's Court.
- (v) Closure: where a decision is made to close a case where child protection involvement is either no longer possible, or no longer necessary.

B. Child Protection does not remain involved with families where it is considered any concerns can be addressed by the early intervention of Child FIRST, The Orange Door or Family Services.

- C. Child protection services for Aboriginal children subject to a Children's Court protection order may be provided by an Authorised ACCO.

8.5 Family Safety Victoria

8.4.1 Family Safety Victoria is an administrative office in relation to DHHS.

8.4.2 Family Safety Victoria is the first government agency dedicated to ending family violence. It delivers key initiatives to help protect, support and identify risk for those impacted by family violence and hold perpetrators to account. Family Safety Victoria also coordinates access to services that support vulnerable children and families and victims of sexual assault.

8.4.3 Family Safety Victoria is responsible for establishing and overseeing The Orange Door.

Non parties

8.6 The bodies delivering the following services are not Parties to this MOU however have responsibilities in relation to children and young people. The Parties provide guidance, support funding and/or regulate the bodies delivering and operating these services. It is the intention of the Parties that these bodies will do so in accordance with the principles, processes and requirements outlined within this MOU and the Protocols.

8.7 ACAC providers (Aboriginal Children in Aboriginal Care)

- (a) ACCOs delivering ACAC hold full responsibility for the administration of authorised children's protection orders, including case planning and case management. Under ACAC, authorised ACCOs work with a child's family, community and other professionals to develop and implement a child's case plan and achieve their permanency objective in a way that is culturally safe and in the best interests of the child.
- (b) When the child is a recipient of ACAC, the ACAC provider holds responsibility for the interface between the child and the relevant bodies providing services referred to in this MOU.

8.8 Early Childhood Services

- (a) Early Childhood Services provide a range of early childhood care and education services for children.
- (b) Early Childhood Services must operate in a way that ensures that every reasonable precaution is taken to protect children being educated and cared for by the service from harm. Early Childhood Services educators have a duty of care to act immediately to protect and preserve the health, safety and wellbeing of the children in their care.

8.9 Victorian Schools

- (a) It is the role of Victorian Schools to provide school education in Victoria in accordance with the minimum standards for registration detailed in the *Education and Training Reform Regulations 2017 (Vic)*.

- (b) Victorian Schools have an important role to play in supporting and protecting children who may be at risk of harm. Victorian School staff in close daily contact with students must identify and act when a child or young person appears to be at risk of harm.
- (c) The role of Victorian Schools concerning the general welfare of students is outlined in a range of school policies and procedures, as well as Laws such as the *Education and Training Reform Act 2006* (Vic), Ministerial orders made under that Act, the *Child Wellbeing and Safety Act 2005* (Vic). This includes school staff's duty of care obligations for all students attending the school and complying with the requirements of the Child Safe Standards.

8.10 Child FIRST (Child and Family Information, Referral and Support Team)

- (a) Child FIRST is the central referral point to a range of community-based child and family services and other supports within each of the Child FIRST catchment areas. Child FIRST and family services are funded by DHHS to provide support and assistance to vulnerable children, young people and their families where there are concerns about the wellbeing of the child or young person.
- (b) Child FIRST, as the access point for family services, is progressively transitioning to The Orange Door.

8.11 The Orange Door

- (a) The Orange Door is a new way for women, children and young people who are experiencing family violence or families who need assistance with the care and wellbeing of children to access the services they need to be safe and supported.
- (b) The Orange Door holds perpetrators to account by planning interventions to address the risk they pose and challenging their controlling, violent and abusive behaviour.
- (c) The Orange Door provides an integrated intake pathway to specialist family violence services, perpetrator services and family services.
- (d) The Orange Door provides:
 - (i) a more visible contact point so that people know where to go for support;
 - (ii) specialist support and tailored advice for victim survivors, families and children, with a strong focus on perpetrator accountability, based on the best available information and risk assessment tools;
 - (iii) a coordinated and integrated service response where practitioners draw on specialist expertise; and
 - (iv) a connection to a wide range of supports across the spectrum of prevention, early intervention and response.

- (e) The Orange Door is a key part of the ongoing reform of the family violence and the children and families service systems. These reforms aim to strengthen responses for victim survivors of family violence and create better outcomes for children and families, while also addressing perpetrator behaviour, holding them to account and improving access to interventions that support behaviour change.

8.12 Wellbeing referrals to Child FIRST and The Orange Door

- (a) The role of both Child FIRST and The Orange Door in relation to wellbeing referrals is to receive and respond to those referrals consistently with the *Children, Youth and Families Act 2005*, including:
 - (i) providing advice to the person who made the referral;
 - (ii) providing advice and assistance to the child or the family of the child;
 - (iii) referring the matter to another service to provide advice, services and support to the child or the family of the child; and
 - (iv) where Child FIRST or The Orange Door consider that the child may be in need of protection, reporting the matter to Child Protection.
- (b) The work of Child FIRST and The Orange Door referred to in clause 8.12(a) will be informed by, as appropriate, professional judgment, consultation with other services and professionals, information sharing, risk and needs assessments, planning, crisis responses and targeted interventions.

8.13 Family Services

- (a) Child FIRST and The Orange Door are the intake/referral points for family services.
- (b) Family services work with families on a voluntary basis. Family Services provide interventions to support vulnerable young people and their families who are:
 - (i) experiencing challenges where the young person may be at risk of harm or cumulative harm; or
 - (ii) at risk of the concerns escalating and becoming involved with Child Protection if the problems are not addressed.
- (c) The intention is to provide services to the target group earlier, to protect children and young people and improve family functioning.
- (d) Interventions are determined by both an assessment of need, and the development of a child and family action plan. This plan determines the goals of intervention for the child and family, and details the interventions to be undertaken. The aim being to enhance parenting capacity and skills, parent-child relationships, child development, and social connectedness.

- (e) Intervention approaches may include outreach, in home support, family decision making/group conferencing, group work, counselling, brokerage, accessing universal services and secondary consults.

9 Ways of Working

9.1 Protecting and supporting children at risk

- (a) The Parties will work together to promote the following practices within their respective workforces and services:
 - (i) Referrals or Reports to the service that is best able to support the child and family.
 - (ii) Collaboration and consultation regarding children who may be at risk to ensure that children and families receive appropriate support when they need it and to promote child safety as a shared responsibility.

9.2 Information sharing

- (a) To the extent permissible by Law, the Parties commit to
 - (i) share data, analysis and emerging issues with the other Parties in order to facilitate collaboration for the protection, safety and wellbeing of children and young people;
 - (ii) share information regarding risks to children in the care of services delivered, funded or regulated by the other Parties; and
 - (iii) encourage proactive information sharing where it is in the best interests of the child.

9.3 Guidelines and policy documents

- (a) The parties have developed guidelines and policies, including online modules, to assist workforces. These include, but are not limited to:
 - (i) the Child Protection Manual
 - (ii) the PROTECT guidelines
 - (iii) the Early Childhood Agreement; and
 - (iv) the OOHHC Agreement.
 - (v) The Orange Door Service Model and Integrated Practice Framework.
- (b) The Parties agree to work together to develop consistent and readily available guidance materials to assist their respective workforces and services to:
 - (i) understand the circumstances in which they can, or should, proactively share information responsibly and appropriately with one another;

- (ii) make appropriate wellbeing referrals for children and families and understand what type of information to provide to Child FIRST or The Orange Door;
- (iii) understand mandatory reporting and other reporting obligations and understand what type of information to provide to DHHS Child Protection;
- (iv) communicate with reporters and referrers regarding the status of reports or referrals;
- (v) collaborate and consult with one another when supporting a child who is at risk or is in need of protection; and
- (vi) use and understand the available mechanisms for resolving conflict and escalation as detailed in Standard Protocol 1 – Resolving Conflict and Escalation Mechanisms (Schedule 2).

10 Representatives

- 10.1 Each Party agrees to nominate a Representative who will act as the point of contact and will be responsible for all official communications between the Parties regarding this MOU.
- 10.2 Each Party's Representative will be the person named in Item 2 of Schedule 1 unless a Party nominates a replacement Representative by providing Notice to the other Parties in writing.
- 10.3 If a Party's nominated Representative is no longer employed by that Party or is otherwise unable to carry out their role as Representative, the Party will nominate a replacement Representative as soon as possible.
- 10.4 Each Party acknowledges that, unless that Party indicates otherwise, its Representative is authorised to act as the agent of the Party in relation to the exercise by that Party of its rights, discretions and obligations under this MOU.
- 10.5 Unless otherwise agreed, the Representatives of the Parties will meet at least once annually to discuss the operation of this MOU and its Protocols. Other Agreements between the Parties will be subject to separate governance arrangements.

11 Review

- 11.1 Where there is a change in the Law that may have a significant impact on this MOU or the Protocols (such as a change to a relevant Law relating to information sharing), the Parties agree to review, amend or update this MOU and any affected Protocols, as needed, as soon as possible to reflect or address that change in the Law.
- 11.2 Subject to clause 11.1, the Parties will review this MOU at least every three years or as otherwise agreed from time to time. Any variations or amendments required as a result of such reviews must be made in accordance with clause 14.1.

12 Termination

- 12.1 This MOU may be terminated at any time by agreement of all the Parties.

12.2 A Party may decide to no longer comply with the arrangements detailed in this MOU by giving Notice to all other Parties of that decision and specifying a date, no less than 30 days after the date the Party gives the Notice to the other Parties, when it will cease to be a Party to this MOU. The other Parties' obligations under this MOU will survive the Party ceasing to be a Party to this MOU and the MOU will continue to as between the remaining parties.

12.3 If a Party does not agree with another Party's decision to terminate under clause 12.1 or another Party's decision to cease to be a party to this MOU under clause 12.2, then the Parties may seek to resolve this as a Dispute in accordance with clause 13. However, nothing in this clause 12.3 or clause 13 affects or invalidates a decision by a Party to terminate in accordance with clause 12.1 or cease to be a party to this MOU in accordance with clause 12.2, unless that Party agrees otherwise in writing.

13 Dispute Resolution

13.1 The Parties commit to use their best endeavours and to encourage the bodies providing services referred to in this MOU to resolve disputes in relation to operational decisions about children and families in accordance with Schedule 2.

13.2 Where a dispute is not able to be resolved through following processes in Schedule 2, a Party should escalate that dispute in writing under the MOU.

13.3 Upon being informed of a dispute in relation to this MOU, the Representatives will attempt to resolve the dispute in good faith.

13.4 Where a resolution cannot be reached in good faith within a reasonable period, the Representatives will refer the matter for resolution to Deputy Secretary, School Education Programs and Support, DET; Deputy Secretary, Children, Families, Disability and Operations, DHHS; Executive Director, Support and Safety Hubs Operations, FSV; Executive Director, CECV and Chief Executive of ISV.

13.5 The Parties will continue to comply with the terms and conditions set out in this MOU until the dispute is resolved or this MOU is terminated in accordance with clause 12 of this MOU.

14 General

14.1 Variation or Amendment

This MOU may be amended, varied or modified at any time if agreed in writing and signed by all Parties.

14.2 Notices

(a) A Notice must be in writing and signed by or on behalf of the sender addressed to the recipient and delivered by courier, pre-paid mail or by electronic mail to:

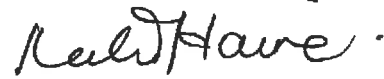
- (i) DET at the address set out in Item 2(a) of Schedule 1;
- (ii) DHHS at the address set out in Item 2(b) of Schedule 1;
- (iii) FSV at the address set out in Item 2(c) of Schedule 1;
- (iv) CECV at the address set out in Item 2(d) of Schedule 1; and

- (v) ISV at the address set out in Item 2(e) of Schedule 1.
- (b) A Notice given to a person in accordance with this clause is treated as having been given and received:
 - (i) if delivered by courier, on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;
 - (ii) if sent by pre-paid mail, on the sixth Business Day after posting; or
 - (iii) in the case of electronic mail, if the receiving Party has agreed to receipt in that form under this MOU and the message is correctly addressed to and successfully transmitted to that Party's electronic mail address (e-mail address), and acknowledgment of receipt is recorded on the sender's computer.
- (c) A Party may from time to time notify the other Parties of a change of address by Notice to each of the other Parties.

Date**2019****Signing page**

Executed as a Memorandum of Understanding.

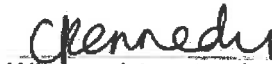
Signed for and on behalf of the
Department of Education and Training
by **Katy Haire, Deputy Secretary Early**
Childhood and School Education Group
in the presence of:)



Deputy Secretary, School Education
Programs and Support, Department of
Education and Training

24/10/19-

Date


Witness (signature)

WAIRE KENNEDY
Witness Name (print)

Signed for and on behalf of the
Department of Health and Human
Services by
Argiri Alisandratos, Deputy Secretary
Children and Families Division
in the presence of:)

Deputy Secretary, Children and Families
Division, Department of Health and
Human Services

Date

Witness (signature)

Witness Name (print)

Date**2019****Signing page**

Executed as a Memorandum of Understanding.

Signed for and on behalf of the)
Department of Education and Training)
by **Katy Haire, Deputy Secretary Early**)
Childhood and School Education Group)
in the presence of:)

Deputy Secretary, School Education
Programs and Support, Department of
Education and Training

Date

Witness (signature)

Witness Name (print)

Signed for and on behalf of the)
Department of Health and Human)
Services by)
Argiri Alisandratos, Deputy Secretary)
Children and Families Division)
in the presence of:



ARGIRI ALISANDRATOS

Deputy Secretary, Children and Families
Division, Department of Health and
Human Services

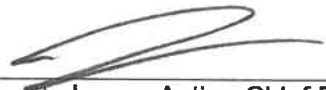
Date 24/10/19

Witness (signature)



Witness Name (print)

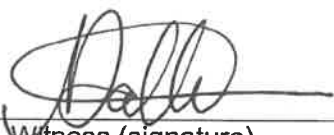
Signed for and on behalf of **Family Safety**)
Victoria by)
Annette Lancy, Acting Chief Executive)
Officer)
in the presence of:



Annette Lancy, Acting Chief Executive
Officer, Family Safety Victoria

14/10/2019

Date



Witness (signature)

MANDY DALTON

Witness Name (print)

Signed for and on behalf of **Catholic**)
Education Commission of Victoria Ltd)
by **Jim Miles, Acting Executive Director**)
in the presence of:)

Mr Jim Miles, Acting Executive Director,
CECV

Date

Witness (signature)

Witness Name (print)

Signed for and on behalf of **Independent**)
Schools Victoria Inc by)
Michelle Green, Chief Executive)
in the presence of:)
)
)
)
)

Michelle Green, Chief Executive, ISV

Date

Witness (signature)

Witness Name (print)

Signed for and on behalf of **Family Safety**)
Victoria by)
Annette Lancy, Acting Chief Executive)
Officer)
in the presence of:

Annette Lancy, Acting Chief Executive
Officer, Family Safety Victoria

Date

Witness (signature)

Witness Name (print)

Signed for and on behalf of **Catholic**)
Education Commission of Victoria Ltd)
by **Jim Miles, Acting Executive Director**)
in the presence of:)



Mr Jim Miles, Acting Executive Director,
CECV

Date

18/10/19



Witness (signature)

DENNIS TORPY

Witness Name (print)

Signed for and on behalf of **Independent**
Schools Victoria Inc by)
Michelle Green, Chief Executive)
in the presence of:)
)
)
)
)

Michelle Green, Chief Executive, ISV

Date

Witness (signature)

Witness Name (print)

Signed for and on behalf of **Family Safety**)
Victoria by)
Annette Lancy, Acting Chief Executive)
Officer)
in the presence of:

Annette Lancy, Acting Chief Executive
Officer, Family Safety Victoria

Date

Witness (signature)

Witness Name (print)

Signed for and on behalf of **Catholic**)
Education Commission of Victoria Ltd)
by **Jim Miles, Acting Executive Director**)
in the presence of:)

Mr Jim Miles, Acting Executive Director,
CECV

Date

Witness (signature)

Witness Name (print)

Signed for and on behalf of **Independent**)
Schools Victoria Inc by)
Michelle Green, Chief Executive)
in the presence of:)



Michelle Green, Chief Executive, ISV



Date 16 October 2019

Witness (signature)

Kate Anderson

Witness Name (print)

Schedule 1 Particulars

Item 1 Commencement Date: The date on which this MOU is last executed.

Item 2 Address for Notices:

(a) Representative for DET

Name: Justin McDonnell

Position: Director, Student Wellbeing and Safety Branch

Telephone: (03) 7022 2121

Email: mcdonnell.justin.p@edumail.vic.gov.au

(b) Representative for DHHS

Name: Beth Allen

Position: Acting Director, Child Protection Unit,
Children, Families and Policy Branch

Telephone: (03) 9096 6189

Email: beth.allen@dhhs.vic.gov.au

(c) Representative for FSV

Name: Kelly Stanton

Position: Executive Director
Support and Safety Hubs Operations

Telephone: (03) 9194 3238

Email: kelly.stanton@familysafety.vic.gov.au

(d) Representative for CECV

Name: Dennis Torpy

Position: Manager, Student Wellbeing Unit

Telephone: (03) 9267 0240

Email: dtorpy@cem.edu.au

(e) Representative for ISV

Name: Peter Roberts

Position: Director, School Services

Telephone: (03) 9825 7211

Email: peter.roberts@is.vic.edu.au

Schedule 2 Standard Protocol 1 – Resolving disputes and escalation mechanisms

Standard Protocol 1 – Resolving Conflict and Escalation Mechanism

1 Purpose

The purpose of this Protocol is to document how the Parties and the bodies providing the services referred to in this MOU should resolve disputes and/or escalate matters of concern with another Party to the MOU.

2 Resolving disputes

- 2.1 Disputes may occur between the Parties or the bodies providing the services referred to in this MOU. Disputes may relate various matters including:
 - 2.1.1 disagreement regarding responses regarding a report to Child Protection intake and/or a wellbeing referral to Child FIRST / The Orange Door;
 - 2.1.2 information sharing between the parties and the providers of services referred to in this MOU; or
 - 2.1.3 systemic local issues regarding DHHS Child Protection divisional intake processes and/or Child FIRST / The Orange Door referral processes.
- 2.2 Disputes should be resolved:
 - 2.2.1 in a manner that ensures the child or young person's safety, health and wellbeing is paramount (where a child or young person is involved);
 - 2.2.2 at the most immediate level possible; and
 - 2.2.3 as soon as possible after they arise.
- 2.3 Relevant DHHS and DET Area Directors, or FSV executive level staff should be involved promptly if initial attempts to resolve differences are not successful.
- 2.4 If a dispute or disagreement arises with respect to an Authorised ACCO delivering ACAC, all Parties or services involved will endeavour to address that dispute or disagreement directly with the Authorised ACCO delivering ACAC.
- 2.5 If a dispute or disagreement arises with respect to a registered community based child and family service delivering Child FIRST and/or family services, all Parties or services involved will endeavour to address that dispute or disagreement directly with the registered community based child and family service delivering the Child FIRST and/or family service.
- 2.6 The following model should be used as the process for resolving disputes or differences of opinion by the Parties' or services officers where they disagree about the type of action to be taken for a child or young person:

- 2.6.1 Identify the problem by allowing each Party or service to articulate their position and the reasons for this position;
- 2.6.2 Attempt to work through the dispute to develop several strategies to address the dispute or disagreement; and
- 2.6.3 Discuss and negotiate with the other Party or service to achieve a most suitable resolution.

3 Escalation mechanisms

- 3.1 If the dispute has not been resolved within ten Business days, the situation should be escalated in accordance with the regional/divisional management structure of each Party or service.
 - 3.1.1 A principal of a Victorian government school can escalate their concerns to the relevant Area Executive Director at DET. The Area Executive Director can then discuss the matter with the relevant Area Director at DHHS, the Assistant Director of Support and Safety Hubs Operations within FSV or for a concern about Child FIRST or family services, contact the manager of the local Child FIRST or family services provider to be advised of the formal complaints process
 - 3.1.2 A principal of a Catholic school can escalate their concerns to their Diocesan education office. The Diocesan education office can then discuss the matter with:
 - 3.1.2.1 For a concern about Child Protection, the relevant Area Director at DHHS
 - 3.1.2.2 For a concern about The Orange Door, the Assistant Director of Support and Safety Hubs Operations within FSV
 - 3.1.2.3 For a concern about Child FIRST or family services, contact the manager at the local Child FIRST or family services provider to be advised of the formal complaints process.
 - 3.1.3 A principal of an independent school can escalate their concerns by directly contacting:
 - 3.1.3.1 For a concern about Child Protection, the relevant Area Director at DHHS
 - 3.1.3.2 For a concern about The Orange Door, the Assistant Director of Support and Safety Hubs Operations within FSV
 - 3.1.3.3 For a concern about Child FIRST or family services, contact the manager of the local Child FIRST or family services provider to be advised of the complaints process.

- 3.2 To promote awareness of these escalation mechanisms, DET will incorporate information about the available escalation mechanisms in DET's PROTECT Guidelines.

APPENDIX A: DHHS/DET Area Director and other party contact details

CECV Diocesan Contacts found below table

Region/ Division	DHHS Director Child Protection (Division) *For matters relating to Intake Services	DHHS Area Director	DET Area Director	ISV Contact
North Division / North-Western Region	Dorothy Wee	• North East: Angela Papoutsoglou • Hume Moreland: Penelope Stueuart • Loddon: Anne-Maree Connors • Mallee: John Bridgfoot	Ph: (03) 9488 9488 • North Eastern Melbourne: Andrew Nipe (Acting) • Hume Moreland: Claude Sgroi • Loddon Campaspe: Amanda Hubber (Acting) • Mallee: Jane Maine	Ph: (03) 9825 7200 Contact ISV's reception and calls will be put through to the most appropriate person. Likely to be Peter Roberts or Elspeth Adamson
South Division / South-Eastern Region	Denise Harrison	• Southern Melbourne: Jenny Litsas • Bayside Peninsula: Kathleen Alonso • Inner Gippsland: Greg Blakely • Outer Gippsland: Sharon Fisher	Ph: (03) 8765 5600 • Southern Melbourne: Ian Burrage • Bayside Peninsula: Simon Hamilton • Inner Gippsland: Andrew Eastcock • Outer Gippsland: Alison Clark	Ph: (03) 9825 7200 Contact ISV's reception and calls will be put through to the most appropriate person. Likely to be Peter Roberts or Elspeth Adamson
East Division / North-Eastern Region	Mary Reid	• Inner East: Paul Knowles • Outer East: Sally Richmond • Goulburn: Paul O'Kelly • Ovens Murray: Mark Atkin	Ph: 1300 333 231 • Inner Eastern Melbourne Area: Barbara Crowe • Outer Eastern Melbourne Area: Anthony Raitman	Ph: (03) 9825 7200 Contact ISV's reception and calls will be put through to the most appropriate person. Likely to be Peter Roberts or Elspeth Adamson

			- Goulburn Area: Cord Sadler - Ovens Murray Area: Bernie Boulton	
West Division / South-Western Region	Leeanne Miller	- West Melbourne: Christine Pattas - Brimbank Melton: Mark Stracey - Barwon: Pam Williams - Central Highlands: Colleen Wilson - Wimmera South West Adam Reily.	Ph: 1300 333 232 - Western Melbourne: John Dainutis - Brimbank Melton: Bronwen Heathfield - Central Highlands: Peter Devereux - Barwon: Catriona Salt - Wimmera South West: Michael Fitzgerald	Ph: (03) 9825 7200 Contact ISV's reception and calls will be put through to the most appropriate person. Likely to be Peter Roberts or Elspeth Adamson

CECV Diocesan Contacts

Mr Jim Miles

Acting Executive Director: Archdiocese of Melbourne

execdirector@cem.edu.au

(03) 9267 0228

Catholic Education Melbourne - Regional Managers

Northern Region	Southern Region	Eastern Region	Western Region
Mr John Mills Rosslyn St &, Howard St, West Melbourne 3003 (03) 8387 3200	Ms Debra Egan 602 South Rd, Moorabbin 3189 (03) 8301 7400	Ms Marwin Austerberry 39 Hewish Rd, Croydon 3136 (03) 9427 6400	Mr Rob Aron 47 Synnot St, Werribee VIC 3030 (03) 9731 3900

Ms Maria Kirkwood

Director of Catholic Education: Diocese of Sale.

director@ceosale.catholic.edu.au

(03) 5622 6600

Ms Audrey Brown

Director of Catholic Education: Diocese of Ballarat

director@ceob.edu.au

(03) 5337 7131

Mr Paul Desmond

Director of Catholic Education: Diocese of Sandhurst

director@ceosand.catholic.edu.au

03 5443 2377

APPENDIX B: Child FIRST/The Orange Door Referral contacts by catchment

Barwon	1800 312 820
Bayside Peninsula	1800 319 353
Brimbank Melton	1300 138 180
Central Hume	1800 705 211
Colac-Otway, Corangamite	(03) 5232 5500
East Gippsland	(03) 5152 0052
Goulburn Valley - Seymour	1800 663 107
Goulburn Valley - Shepparton	1300 854 944
Hume Moreland	1300 786 433
Inner East	1300 762 125
Latrobe & Baw Baw	1800 319 354
Lower Hume	1800 663 107
Mallee	1800 290 943
North Central	1800 260 338
North East	1800 319 355
Outer East	1300 369 146
South Coast	1800 319 354
South East	(03) 9705 3939
South West	1300 543 779
Upper Hume	1800 705 211
Wellington	(03) 5144 7777
Western	1300 775 160
Wimmera	1800 195 114

Child FIRST/The Orange Door contacts by Local Government Area are available at:
<https://services.dhhs.vic.gov.au/referral-and-support-teams> and
<https://www.vic.gov.au/contact-orange-door>

Last updated: August 2019