



Department of Education and
Early Childhood Development

Memorandum of Understanding

For

Coordinated Emergency Management Activities

Between

Department of Education and Early Childhood Development

And

Catholic Education Commission of Victoria Limited

And

Independent Schools Victoria

And

Municipal Association of Victoria

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1. Background

The parties have traditionally undertaken informal collaboration in emergency management preparedness, prevention, response and recovery activities relating to emergencies and disasters that impact on children and young people in schools and early childhood facilities.

Recent emergencies in Victoria, in particular the Victorian Black Saturday bushfires (2009) and the pandemic (H1N1) 2009 have led to formalising and strengthening existing arrangements in emergency management preparedness, prevention, response and recovery between the parties.

This Memorandum of Understanding is entered into by the parties in recognition of the importance of a coordinated and structured approach to the management of emergencies in the areas of each Party's responsibility as defined by the *Emergency Management Act 1986* the *Emergency Management Manual Victoria* and their own organisational charters.

The parties will work in partnership before, during and after emergencies to their best endeavours to ensure that emergency management responsibilities are conducted as appropriate.

2. Purpose of this Document

The Memorandum of Understanding outlines the intentions of the Department of Education and Early Childhood Development, the Catholic Education Commission of Victoria Limited, Independent Schools Victoria and the Municipal Association of Victoria to have a shared commitment to work collaboratively in the event of a significant emergency in the State of Victoria.

The Memorandum of Understanding facilitates the effective coordination of the emergency management functions of the parties to plan for, prevent, respond to and recover from an emergency event that affects one or more of the Parties.

3. Terms of the Agreement

This Memorandum of Understanding will commence upon signature and dating by the appropriate authorities from all Parties and will continue until such time as it is terminated. This agreement can be terminated by any one party to the MOU and must be effected by written notification two months prior to the proposed termination date.

4. Status of Agreement

The parties acknowledge that this Memorandum of Understanding is not intended to create legal relations or constitute a legally binding contractual agreement between the parties and shall not be deemed to constitute the creation of any rights, nor any legally binding or enforceable obligations or duties on the part of any party. Notwithstanding this clause, the parties will comply with all of the terms of this Memorandum of Understanding.

For the avoidance of doubt, the parties acknowledge that there will be no sanction or recourse by one party against another for any breach of this Memorandum of Understanding.

This Memorandum of Understanding does not affect the capacity of the parties to enter into other agreements. The parties acknowledge that there will be other emergency management agreements.

5. Collaborating organisations

The Government's vision is that all Victorians regardless of their background, culture or where they live become successful lifelong learners and grow their skills and capabilities for the changing world of work, becoming confident, healthy, creative and respectful local and global citizens. The Department of Education and Early Childhood Development has a responsibility to ensure a high-quality and coherent birth through adulthood learning and development system to build the capability of every Victorian.

The Department supports and advises the Minister for Education, the Minister for Children and Early Childhood Development and the Minister for Higher Education and Skills and additionally assists with the management and administration of their portfolios.

The Catholic Education Commission of Victoria Limited is the representative organisation for Catholic schools across Victoria. The role of the Catholic Education Commission of Victoria Limited is to support and advance Catholic education in Victoria, with focus on the distribution of grants and benefits received from the State and Federal Governments and other agencies. In addition, the Catholic Education Commission of Victoria Limited is responsible for ensuring compliance of the catholic education system with the relevant accountability and reporting requirements of state and federal legislation.

Independent Schools Victoria is the peak body for independent schools in Victoria and represents their membership to government on a range of educational issues, as well as providing advice to their member schools on such matters as governance, compliance and accountability, school registration, state and federal government funding and workplace relations.

The Municipal Association of Victoria is the representative organisation for all Victorian councils whose purpose is defined as "*to promote the efficient carrying out of municipal government throughout the State of Victoria and to watch over and protect the interests, rights and privileges of municipal corporations*" (*Municipal Association Act 1907*). The Municipal Association of Victoria performs the six key functions of advocacy, capacity building, networking, policy development, professional development and awareness raising for its members. The Municipal Association of Victoria will share their database with the Department of Education and Early Childhood Development as required. The Department of Education and Early Childhood Development as the licensee will contact Early Childhood facilities directly and will be responsible for keeping their database of facilities up to date.

6. Putting the Memorandum of Understanding into Practice

In relation to this Memorandum of Understanding, the Department of Education and Early Childhood Development will maintain the responsibility and authority as the lead agency for the overall coordination and management of an agreed emergency situation such as bushfires, floods or pandemic influenza that impacts early childhood settings and educational facilities. The Department of Education and Early Childhood Development will communicate with Catholic Education Commission of Victoria Limited and Independent Schools Victoria and share information in a timely manner following an agreed emergency situation. Communication will also be made in a timely manner with the Municipal Association of Victoria.

The Catholic Education Commission of Victoria Limited and Independent Schools Victoria agree to facilitate to their best endeavours the activities and actions requested by the Department for the agreed emergency. In the event of a cross-sectoral emergency situation, whereby an Incident Management Team is established by the Department at a Central Office level, Catholic Education Commission of Victoria, Municipal Association of Victoria and Independent Schools Victoria will be invited to join this team.

Activities and actions may include, but not be limited to:

- Sharing of information.
- Sharing responsibilities.
- Access to databases.
- Development of protocols and operational procedures in relation to the closure of Schools and Children's Services, transport, and off-site activities.
- Coordination of emergency management planning for prevention, preparedness, response and recovery.
- Communication with networks, agencies or service providers.

The Department of Education and Early Childhood Development agrees to provide the parties with a mutually determined level of assistance.

If an emergency occurs that affects one or more of the parties, any party can request a meeting to determine their level of involvement in such an emergency.

Each party in accordance with their respective roles will, where appropriate:

- Consult with or involve the other parties in the performance of any function that has or is likely to have implications for one or more of the parties.
- Ensure that such consultation occurs as early as possible in the parties' advisory and decision making processes.
- Provide the parties with timely advice on matters for which it is responsible.
- Exchange details of work programs to the extent that they are relevant to the role of the others.
- Identify opportunities to coordinate strategic planning, policy development and undertake knowledge sharing initiatives to optimise understanding of roles and strategic directions.

7. Cooperation and Consultation

The parties will work together to uphold the commitments made under this Memorandum of Understanding and will undertake joint work as required to achieve this end.

Emergencies referred to in this Memorandum of Understanding apply to an 'all hazards' approach and refers to emergencies as defined in the *Emergency Management Act 1986*.

In the event of an emergency in the State of Victoria, the parties will work collaboratively to their reasonable endeavours to ensure their respective organisational and legislated responsibilities are upheld under the State and Federal laws of the Commonwealth of Australia.

8. Privacy and Confidentiality

All parties agree that in carrying out practices as defined in this Memorandum of Understanding they will comply with all applicable privacy legislation.

Each party agrees that it will not release confidential information to another party without prior written approval. Such approval will not be unreasonably withheld or delayed. "Confidential Information" does not include information which:

- is or becomes public knowledge other than by breach of this Agreement or by any unlawful means or omission by a party; or
- is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party as established by the prior written records of that other party; or
- required by Law; or
- requested for consideration by the Auditor General of Victoria.

9. Dispute Resolution

If there is a dispute between the Parties as to the terms or operation of this Memorandum of Understanding, in the first instance, the parties will address any disputes, planning or operational difficulties, issues or disagreements together in an open and transparent manner.

10. Amendments

The parties may agree to amend this Memorandum of Understanding at any time by way of a written document executed by the duly authorised officer(s) of each party.

11. Authorisation of the agreement

This Memorandum of Understanding is to be approved and authorised by the appropriate delegate or representative with due authority to do so on behalf of the relevant party to this memorandum.

12. Performance Monitoring and Evaluation

Formal monitoring and reviews to evaluate the effectiveness of this Memorandum of Understanding and the shared activities are to be scheduled based on mutual agreement.

SIGNED by Stephen Elder as authorised representative for Catholic Education Commission of Victoria Ltd

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Signature of authorised representative

..... EXECUTIVE DIRECTOR
Position of authorised representative

Date: 31/8/12


SIGNED by Richard Bolt as authorised representative for Department of Education and Early Childhood Development

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Signature of authorised representative

..... SECRETARY
Position of authorised representative

Date: 12/9/12

SIGNED by Rob Spence as authorised representative for Municipal Association of Victoria

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Signature of authorised representative

..... CEO
Position of authorised representative

Date: 15/8/12

SIGNED by Michelle Green as authorised representative for Independent Schools Victoria

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Signature of authorised representative

..... C. Exec
Position of authorised representative

Date: 17/8/12

