

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE STATE OF VICTORIA
AS REPRESENTED BY VICTORIA POLICE**

AND

**THE STATE OF VICTORIA
AS REPRESENTED BY THE DEPARTMENT OF EDUCATION
AND EARLY CHILDHOOD DEVELOPMENT**

**FOR THE PROGRAM
*“OPERATION NEWSTART – CASEY”***

1. PURPOSE

The Memorandum of Understanding (**MOU**) outlines the in-principle obligations of the above parties for the delivery of the Operation Newstart Program (**the Program**)

2. NO INTENTION TO CREATE LEGAL RELATIONS

Nothing in this MOU is intended to create, or does create, any legal binding obligation on any party.

3. GOVERNING LAW

The parties shall observe and be bound by the laws of the State of Victoria.

4. PRINCIPLES

This MOU reflects the common understanding by all parties that:

- (a) The Program is built on the principles of youth development as developed by the Operation Newstart Program; and
- (b) The management of the Program will be overseen by a Committee of Management comprising representatives from all parties.

5. TERM

This MOU commences on the date on which it is signed by the parties and expires on 31 December 2010.

6. SUSPENSION

The parties acknowledge their intention to deliver the Program continuously until this MOU expires, and do not intend to cease or suspend the operation of the Program without prior written approval from the other parties to this MOU.

7. TERMINATION

The Program may be terminated by;

- (a) Mutual agreement by all parties at any time; or
- (b) A party giving six months' notice in writing to the other parties.

8. VARIATION

There shall be no variation of this MOU excepting written variations which have been signed by all Parties.

9. CONFIDENTIALITY

- (a) Confidential Information means any information of a party which comes into the possession of any other party, excluding information which;
 - (i) is in the public domain other than by disclosure in breach of this clause;
 - (ii) is or becomes available to the recipient party from a third party lawfully in possession of it and with the lawful power to disclose it to the recipient party;
 - (iii) is rightfully known by the recipient party prior to the date of disclosure to it under this MOU; or
 - (iv) is independently developed by an employee of the recipient party who has no knowledge of the disclosure under this MOU.
- (b) Each party may use Confidential Information disclosed by any other party only for the purposes of this MOU.
- (c) Each party must keep Confidential Information disclosed by any other party confidential except where indicated otherwise by the disclosing party or by law.

10. PRIVACY

All parties to this MOU will cooperate to ensure that they do not cause any other party to this MOU to breach any privacy obligations which that other party has at law.

11. OVERVIEW OF THE PROGRAM

The Program is located at 'Connections', 53 Webb Street, Narre Warren. The Program will be staffed by the Department of Education and Early Childhood Development and Victoria Police. The 'Base School' for the Program is Narre Warren South P12

12. STAFFING

The parties intend to implement the following staffing arrangements for the Program:

- (a) Berwick Cranbourne Cluster of Secondary Schools, through the Department of Education and Early Childhood Development, intends to supply up to two staff to the Program for a minimum of three years. It is intended that the initial allocation will be one staff member;
- (b) Victoria Police intends to supply one staff member to the Program for a minimum of three years in a full time capacity;
- (c) A part time (0.5) social worker / administration assistant may be provided dependent on funding; and
- (d) Victoria Police will supply an operational police member to assist with supervision on each of the camps for up to three camps per school term.

13. KEY RESPONSIBILITIES AND REPORTING

The parties intend for the following guidelines to apply throughout the Term of this MOU;

- (a) The daily operation of the Program will be under the direction of the staff appointed to the program;
- (b) Decisions made by staff regarding daily operations of the Program will generally result from a collaborative and collegial framework. In the event of their being divergent views among staff as to any decision, such decisions will be made by the Senior Education Officer member appointed;
- (c) In the event of any critical incident arising or any issue which potentially could be seen to give rise either to adverse publicity to the Program or to potential litigation, Education and Training staff, through the staff of the Program, will inform the Principal of the Narre Warren South P-12 of the incident/issue at the first available opportunity; and
- (d) In the event of any critical incident arising or any issue which potentially could be seen to give rise either to adverse publicity to the program or to potential litigation, Victoria Police staff, through the permanently appointed officer to the Program, will inform the

Officer in Charge of Casey Police Service Area of the incident/issue at the first available opportunity.

14. CONTINUATION OF THE PROGRAM

The continuation of the Program beyond the life of this MOU is not guaranteed, and is dependent on the future provision of funding and any conclusions arising from a review of a positive evaluation process. If it is decided that the Program be extended, then it is intended that a new MOU in relation to the Program be drafted by the parties.

15. PROGRAM OPERATION

The parties intend for the following guidelines to apply in relation to the operation of the Program;

- (a) In facilitating the operation of the Program, appointed Department of Education and Early Childhood Development staff and Victoria Police staff will comply with all relevant laws and guidelines established for the conduct of such activities. This will include online notification of all such activities to the Department Of Education, prior approval of Narre Warren South P-12 Council for the conduct of such activities and meeting all requirements of the Safety Guidelines for Education Outdoors.
- (b) A set of Program Guidelines will be developed by consultation between the parties to this MOU. Such guidelines will dictate the expected standards of behaviour which is expected of students enrolled in the Program.
- (c) It is noted that it is intended that staffing levels for the operation of the Program shall be on the basis of a minimum of 2 staff at any time in the course of daily operations, working with a maximum of 8 students in the program. This is in excess of requirements under the Department of Education guidelines, which establish a ratio of 1:6 for high risk, adventure based activities such as those undertaken on the program.
- (d) It is further noted that at all overnight camps or excursions both male and female staff must be present for mixed groups. At least one female staff member shall attend for all girl group camps and at least one male shall attend for all male groups.
- (e) it is intended that the students enrolled in the program are students enrolled in Government Secondary Colleges and therefore are covered under the public liability, indemnity, and insurance policies of the Department of Education and Early Childhood Development.

- (f) In the event of students not behaving in accordance with the Program Guidelines and operational rules, disciplinary action will be taken. This disciplinary action will be in accordance with the College Student Welfare and Discipline Policy approved by Narre Warren South P-12. In circumstances in which it is deemed appropriate, the principal of Narre Warren South P12 will liaise with the student's base school, or the Committee of Management.
- (g) Where a student is deemed to have acted or omitted to act in a manner that is substantially inconsistent with the Program Guidelines and operational rules, it is intended that the student's base school and parents/guardians will immediately be notified and the student will be immediately suspended from the program. Re-admission to the program can only occur on the decision of the Committee of Management after consideration of all relevant information and circumstances. Such decisions will be made in the best interests of the program and the individual(s) concerned.
- (h) It is intended that each school involved in the program will nominate a key contact teacher for the purposes of the administration of the Program.
- (i) It is intended that each student involved in the Program will receive a written report on completion of the program which will be forwarded to the student's school at the time of graduation.
- (j) It is intended that these schools will include Narre Warren South P-12 College, Berwick Secondary College, Hampton Park Secondary College, Lyndhurst Secondary College, Kambrya Secondary College, Eumemmerring Secondary College and Cranbourne Secondary College.

16. CRITERIA FOR ADMISSION TO THE PROGRAM

- (a) The Program is only available to young people enrolled within the State Education system from secondary providers in the geographic area covered by Police Region 5 – Division 2.
- (b) Students will be nominated to the Program by their host school, on the basis that they have displayed at risk behaviours to an extent which could markedly impact their potential to complete their schooling.

- (c) Students will generally be aged between 14 and 16 years, however children of different ages may also be admitted to the Program from time to time.
- (d) Program intakes will consist either of same sex groupings, or mixed gender groupings depending upon demand.

17. PROGRAM FUNDING

The parties intend the following financial guidelines to apply to the Program;

- (a) That each of the 7 cluster schools contribute up to \$14,000 for the first year and up to \$12,000 in subsequent years. These costs are dependant on the cost of employing a teacher, and may at any time be reviewed by the Committee of Management;
- (b) Each cluster school will be guaranteed 4 positions per year and this cost is covered in each cluster school's annual financial contribution to the Program under subsection (a) of this clause;
- (c) If one of the 7 cluster schools wishes to place more than four students per year in the Program, that it is intended that the school contribute an additional \$600 for each additional student;
- (d) If one of the community partners wishes to refer a student outside the cluster schools, then this student will be given access to the program in return for an additional financial contribution of \$600, providing that the student is enrolled within the State Education System;
- (e) That any schools who are not annual financial contributors within the cluster but are within Police Region 5, Division 2, will be required to pay one quarter of the annual contribution paid by cluster schools for a successful student referral placement within the Casey Newstart program.

18. COMMITTEE OF MANAGEMENT

- (a) Newstart Casey will be overseen by a committee of management consisting of nominees of the respective stakeholders.

This shall include, but not be limited to the following:

Two Department of Education and Early Childhood Development Personnel.

Currently: (To be decided)

Two Nominated Officers from Casey Police Service Area

Currently: Inspector Hill
(To be decided)

Nominated representatives from other agencies who wish to form partnership with the Program

Connections: (To be decided)

- (b) The Committee of Management reserves the right include other positions from time to time as deemed necessary or appropriate to the successful operation of the program.

Signed by the Parties

Signed by [insert name], for and on behalf of the State of Victoria as represented by Victoria Police in the presence of:

Signature

Signature of witness

Date

Name of witness (print)

Signed by [insert name], for and on behalf of the State of Victoria as represented by the Department of Education and Early Childhood Development in the presence of:

Signature

Signature of witness

Date

Name of witness (print)