

DEPARTMENT OF EDUCATION AND EARLY CHILDHOOD DEVELOPMENT	THIS AGREEMENT IS - BETWEEN: THE STATE OF VICTORIA of the offices of the Department of Education and Early Childhood Development of 33 St Andrew's, East Melbourne (THE DEPARTMENT) AND: ACCESS MINISTRIES of Level 2, 695 Burke Road, Camberwell, 3124 (THE GRANTEE). FOR: Chaplaincy and Religious Instruction project
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1. AGREEMENT SUMMARY

1.1. This agreement:

- (i) records the funding (and any other benefits or resources referred to herein) to be provided by the Department to the Grantee to undertake the School Chaplaincy Program and Special Religious Instruction in Schools.
 - (ii) has been entered into by the Department for the purposes of providing grants to community based non-profit organisations to deliver programs that enhance the wellbeing of students and increase participation and engagement leading to improved student outcomes.
 - (iii) reflects and draws on a cooperative relationship between the Department and the Grantee.
- 1.2. The funding (and any other benefits or resources) referred to herein may only be used by the Grantee for the purposes of 1.1 and 2.3.
- 1.3. It is acknowledged by the parties that nothing herein makes the grantee an employee or agent of the Department.

2. DESCRIPTION OF SERVICE and DEPARTMENT FUNDING

- 2.1. During the period of this agreement, the Grantee will provide the services and programs identified in Schedule 3 and in accordance with Department policies and program directions.
- 2.2. All programs and services will be monitored, evaluated and documented by the Grantee.

Department Funding (and any other benefits or resources as described)

- 2.3. The amount of \$675,000 excluding GST (\$450,000 for March – December 2010 and \$225,000 for January – June 2011) will be provided by the Department to the Grantee for project purposes.
- 2.4. Any assets in excess of \$20,000 purchased by the Grantee from the funding (or from any other benefits or resources) referred to herein shall be disposed of, together with the proceeds thereof, in accordance with instructions from the Department. Those instructions may require that the proceeds be paid to the Department.

3. MONITORING - PERFORMANCE EVALUATION

- 3.1. The Grantee will provide half-yearly progress reports to the Department during the funding period. The structure of the report will be determined by the Department but will detail the achievements under this agreement in line with the reporting arrangement specified in Schedule 3.
- 3.2. A final Report on the performance indicators as outlined below is to be provided to the Department by 31 July 2011.

Performance Indicators

- 3.3. The performance described in Schedule 3 will be used to monitor the project.
- 3.4. The Department may request additional performance measures be used to report on the progress of the project if considered necessary.

4. ACCOUNTABILITY

- 4.1. The Grantee will comply with the financial accountability requirements in Schedule 1 hereto which apply to the level of funding under clause 2 (and any of the other benefits or resources referred to herein).
- 4.2. The Grantee will ensure that any person who is working as a volunteer in schools implementing programs outlined in clause 2.3 and who is engaged with students or who otherwise has cause to attend schools at any time when school pupils are in attendance has a Police/Working with Children Check which is finalised before they commence delivery of the Christian Religious Education Program in a school.

5. VARIATION AND TERMINATION

- 5.1. This agreement may be terminated at any time by agreement between the Department and the Grantee.
- 5.2. The Department may at any time review, amend, suspend or terminate this agreement if –
 - (i) the progress or other reports herein are not provided to the Department, or
 - (ii) the Grantee's performance is considered by the Department to be, or as being likely to be, unsatisfactory, or
 - (iii) for any reason whatsoever the Department no longer desires to provide the funding (or any of the other benefits or resources) referred to herein
 - (iv) in the opinion of the Department, any of the services or programs herein are not performed or are not properly performed by the Grantee, or the Financial Accountability requirements are not satisfied.
- 5.3. The rights under clause 5.2 may be exercised by the Secretary to the Department or a person holding or acting in a position of Deputy Secretary within the Department, by notice to the Grantee stating that the Department is reviewing, amending, suspending or terminating this agreement from the date and time of delivery of any such notice or such later date and time as the said Deputy Secretary or Secretary may specify. Where the Secretary or a Deputy Secretary delivers a notice terminating or suspending this agreement, the Department shall not be under any obligation to provide the funding otherwise due under this agreement.
- 5.4. This agreement and any schedules attached may be amended by mutual agreement via exchange of letters signed by authorised representatives of the Department and the funded agency.

- 5.5. Any notice given or letters served by the Department or the Grantee pursuant to this agreement shall be in writing and may be given by facsimile transmission, certified mail or hand to that party at the address or addressed to the address, as the case may be, set out hereunder or by hand personally to any person named hereunder as a recipient for such party –

To the Department

Ian Claridge
 General Manager
 Student Wellbeing Division
 Office for Government School Education
 Department of Education and Early
 Childhood Development
 Level 1, 33 St Andrews Place,
 East Melbourne, Victoria 3000
 Facsimile Number (03) 9637 3291

To the Grantee

Canon Evonne Paddison
 Chief Executive Officer
 Access Ministries
 Level 2, 695 Burke Road
 Camberwell 3124

Facsimile Number (03) 9804 0722

6. SCHEDULE 2

- 6.1. Where the Department so requires, the Grantee shall sign Schedule 2 prior to or at the same time as signing this agreement. When signed, Schedule 2 operates separate to and independently of this agreement, and in particular clause 9 of this agreement does not apply to Schedule 2.

7. PERIOD OF AGREEMENT

- 7.1. This agreement will commence on the day it is signed by both parties and will terminate on 30 June 2011. At least three months prior to the termination date discussions may commence to draw up a new agreement for the subsequent calendar year.
- 7.2. Service obligations under this agreement will be delivered between 1 March 2010 and 30 June 2011.
- 7.3. Any right, duty, power or function of the Department under this agreement may be exercised by the Secretary to the Department, or a or a person holding or acting in a position of Deputy Secretary within the Department, or any person authorised by the said Secretary or a Deputy Secretary.

8. GST

- 8.1. The funding in clause 2 is the maximum amount to be paid to the grantee under this agreement, and is exclusive of GST.
- 8.2. Subject to the grantee complying with clause 10.3, the GST payable by the grantee in respect of any fees invoiced to the Department under this agreement, or in respect of any funding paid to the grantee under this agreement, shall be paid by the Department to the grantee.
- 8.3. The grantee shall forward invoices to the Department for the funding as requested by the Department. The invoices shall comply with the requirements of the GST law (as a Tax Invoice) that will enable the Department to claim input tax credits in relation to supplies made, and shall unless inconsistent with GST law, specify -
- (i) this agreement's project name (as stated on the first page)
 - (ii) the grantee's ABN number

- (iii) the service fee due to the grantee and the basis for its calculation
 - (iv) the amount of any GST paid or payable by the grantee with respect to the service fee
 - (v) the date of delivery of the services or goods to which the invoice relates
 - (vi) a description (including quantity) of the services or goods supplied/delivered
 - (vii) the grantee's name and address for payment.
- 8.4. In the event the funding or any part of the funding to the grantee under this agreement does not attract GST or does not constitute a taxable supply under GST law, then this agreement shall take effect with such modifications as are necessary to relieve the grantee from complying with clauses 2 and 10.

9. DISPUTE SETTLEMENT

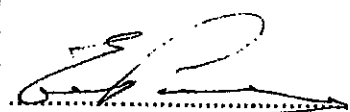
- 9.1. Except for termination or variation of the agreement under clauses 5.2 and 5.3 any dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Expedited Commercial Arbitration Rules. For disputes in which the quantum is less than \$25,000 arbitration shall take place using the submission of documents alone unless both parties agree otherwise.

10. PRIVACY


- 10.1. Where the grantee provides services to the Department in connection with the performance by the Department of its functions, including services that the grantee is to provide to other persons or bodies, then the following provisions apply:
- (i) The grantee acknowledges that the Department is an organisation bound by the provisions of the Information Privacy Act 2000 as amended from time to time (the IP Act).
 - (ii) The grantee acknowledges and agrees to be bound by the Information Privacy Principles under the IP Act and any applicable code of practice as referred to in section 17 of the IP Act (including any applicable code of practice attached to this agreement) with respect to any act done, or practice engaged in by the grantee for the purposes of this agreement to the same extent as if the act done, or practice engaged in had been directly done or engaged in by the Department.
 - (iii) Without limiting the generality of subclauses 10.1(i) and 10.1(ii), in relation to the collection, management, holding, use, quality, accuracy, disclosure or transfer of any information, the grantee shall comply with –
 - (a) the IP Act;
 - (b) the Information Privacy Principles under the IP Act as amended from time to time; and
 - (c) any code of practice as referred to in section 17 of the IP Act that applies to the Department or to which the Department is required to comply, including any applicable code of practice attached to this agreement.

Executed as a Service Level Agreement

SIGNED SEALED AND DELIVERED BY
EVONNE PADDISON (print name)
on the 4 day of May, 2010
for and on behalf of the GRANTEE
in the presence of

) EVONNE PADDISON
)
) 
)
) CEO

SIGNED SEALED AND DELIVERED BY
IAN CLARKE (print name)
on the 26 day of MAY 2010
for and on behalf of the DEPARTMENT
in the presence of KATE HENSON

) Ian Clarke
)
) 
)
) CEO

SCHEDULE 1
Financial Accountability

The minimum financial accountability requirements for non-government agencies in receipt of Government funding are as follows. The amounts exclude GST.

1. Up to \$20,000 of total Government funding
 - Statement of Cash Receipts and Payments in relation to each grant with such statements to be certified by the Agency's Chairperson and Principal Accounting officer.
2. \$20,000 or more but less than \$50,000 of total Government funding in any one year.
 - Annual audited statement of Income and Expenditure with detailed notes explaining significant items, prepared in accordance with Australian Accounting Standards.
 - Annual statements of cash receipts and payments in regard to the funded program with detailed information on all government funding.
 - Extract from agency's assets register of information regarding assets with a value of \$20,000 purchased with government funding.
3. \$50,000 and above.
 - Annual audited statement of income and expenditure with detailed notes explaining significant items, prepared in accordance with Australian Accounting Standards.
 - Annual statements of cash receipts and payments in regard to the funded program with detailed information on all government funding.
 - Extract from agency's assets register of information regarding assets purchased with government funding.
 - Annual balance sheet prepared in accordance with Australian Accounting Standards.

All of the above statements should be submitted within 90 days after the end of the financial year in which the funding is provided. The above statements should be accompanied by a statement by the Grantee's Executive Officer that all funds received by the Grantee have been expended for the purposes for which they are provided.

SCHEDULE 2

This DEED is -

BETWEEN: THE STATE OF VICTORIA of the offices of the Department of Education and Early Childhood Development of 33 St. Andrew's Place East Melbourne (the Department)

AND: (insert name and address of grantee) (**THE GRANTEE**)

1. RECITALS

The Department and the Grantee intend to enter a service agreement in 2008, a copy of which is attached to this Schedule 2.

Under the service agreement the Grantee will develop documents and materials for the Department.

2. BY THIS DEED

The parties hereby agree that -


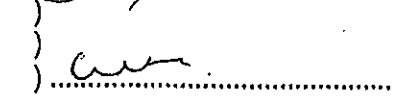
- (i) copyright in any works under Part III of the Copyright Act 1968 and in any subject matter other than works in Part IV of the Copyright Act 1968, and
- (ii) in particular, copyright in all documents and materials
- (iii) produced by or on behalf of the Grantee pursuant to the service agreement referred to in the above paragraph 1 shall be owned by the State of Victoria.

Executed as a Deed

SIGNED SEALED AND DELIVERED BY
..... (print name)
on the _____ day of _____
for and on behalf of the **GRANTEE**
in the presence of

)
)
)
)

SIGNED SEALED AND DELIVERED BY
IAN CURRIE..... (print name)
on the 26 day of MAY 2010
for and on behalf of the **DEPARTMENT**
in the presence of KATE HENSON

) 
)
) 
)

SCHEDULE 3

Summary of Services

The service and program to be provided by the Grantee will promote Christian values in order to foster ability in students to care for and understand one another and their environment. The programs to be provided by the Grantee under this agreement are as follows.

Chaplaincy Program

The Grantee will facilitate provision of the Chaplaincy Program in schools that participate through:

- (i) the selection and placement of ACCESS Chaplains
- (ii) a structured approach to training, support and accreditation for ACCESS Chaplains
- (iii) ongoing monitoring of the Chaplaincy Program, including data collection and analysis of the operation of Chaplains, and
- (iv) the establishment of and support for local Chaplaincy Committees to provide community support for the Chaplaincy Programs in schools.

Performance Indicators

The Grantee will report to the Department using the following Performance Indicators:

- number of primary and secondary schools participating in the program, analysed from a statewide perspective and for each of the nine Department regions, including a summary of the number of ACCESS Chaplains per school.
- Support for Chaplaincy – number of Chaplains identified by full or part-time status (specifying the time fraction), number of schools, number of Chaplaincy Committees and number of field support managers.
- Number of ACCESS Chaplains participating in training and the type of training for both new and ongoing Chaplains, including any training provided to non- ACCESS Accredited Chaplains
- A statement identifying the number of ACCESS Chaplains working in schools that have received accreditation from the ACCESS, including accreditation to non-ACCESS Accredited Chaplains
- Data collection and comprehensive analysis of the main reasons why students see ACCESS Chaplains.
- Data collection and comprehensive analysis of the main roles ACCESS Chaplains perform in schools
- any other reasonable performance information requested by the Department.

The Grantee will liaise with the Data, Outcomes and Evaluation (Schools) Branch of the Department for the collection of the following data through the August School Census

- number of schools who have the services of a ACCESS Chaplain and number of schools that have an honorary Chaplain.

Special Religious Instruction in Schools

Christian Religious Education Program, comprising the provision of volunteer Christian Religious Education instructors to schools that participate, and the delivery of the Religion in Life® syllabus.

The Grantee will facilitate provision of Christian Religious Education in schools that participate through:

- (i) the provision of volunteer Christian Religious Education instructors to teach the agreed syllabus Religion in Life ®
- (ii) accreditation, training and ongoing support for volunteer Christian Religious Education instructors, including:
 - the administration of Police/Working with Children Checks of volunteer Christian Religious Education instructors, including the provision of names and details of accredited instructors to the Department for approval;
 - a structured approach to training and professional development for volunteer Christian Religious Education instructors using the Religion in Life ® syllabus
 - ongoing monitoring of the operation of volunteer Christian Religious Education instructors and their classes including data collection and analysis.
- (iii) the provision of the agreed syllabus Religion in Life ® including the evaluation of the Religion in Life® syllabus and publication of new or revised curriculum materials.

Performance Indicators

The Grantee will report to the Department using the following Performance Indicators for the Christian Religious Education Program, comprising the provision of volunteer Christian Religious Education instructors to schools that participate, and the delivery of the *Religion in Life*® syllabus.

- number of police checks administered for Christian Religious Education instructors
- a statement demonstrating that all Christian Religious Education instructors have satisfactory Police/Working with Children Checks
- number of schools and students participating in the program, analysed from a statewide perspective and for each of the nine Department regions
- number of Religious Education instructors according to Faith
- number of Christian Religious Education instructors participating in training and the type of training for both new and ongoing instructors
- a statement on the type and level of support provided to Christian Religious Education Instructors and Convenors
- any other reasonable performance information requested by the Department.

The Grantee will liaise with the Data, Outcomes and Evaluation (Schools) Branch of the Department for the collection of the following data through the August School Census:

- number of students receiving religious instruction by class instruction and by seminar only, with data collected according to type of Faith;
- number of students not receiving religious instruction because of exemption in writing or because instructors are not provided, with data collected according to type of Faith; and
- number of schools receiving religious instruction by class instruction and by seminar only, with data collected according to year level.