Applications must reach the Student Learning Division by close of business by post, personal delivery, facsimile or email marked:

Attention: Conrad Remenyi
Strategic Partnerships Program 2012–14

Department of Education and Early Childhood Development
Office for Government School Education
Student Learning Division

Location: Level 3, 33 St Andrews Place
East Melbourne 3002
Postal Address: GPO Box 4367
MELBOURNE 3001
Facsimile: +61 3 9637 2170
Email: remenyi.conrad.c@edumail.vic.gov.au

For any queries phone: +61 3 9637 3328
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1. INTRODUCTION

1.1 Through its Strategic Partnerships Program (SPP), the Department of Education and Early Childhood Development provides three-yearly funding for non-profit organisations to deliver programs that provide experiences and access to facilities for students and teachers not usually available in mainstream classrooms and connects learning and teaching with communities of practice beyond the classroom. Funded program outcomes link strongly to the Department’s priorities and initiatives, in particular the Office for Government School Education’s and Student learning Division’s business plans.

1.2 SPP is managed by the Student Learning Division of the Office for Government School Education. SPP promotes school improvement by building teacher capacity and improved student learning outcomes through authentic learning experiences. SPP provides opportunities for improved school/community partnerships in the community sourced delivery of programs for schools and teachers.


1.3 The purpose of these guidelines is to invite non-profit organisations/associations to make submissions for SPP funding from the Department of Education and Early Childhood Development.
2. SCOPE

2.1 The Department of Education and Early Childhood Development is seeking submissions from non-profit organisations/associations to enter into Service Agreements for the design, development and delivery of innovative programs that support school improvement through improved:
   - student learning outcomes
   - learning and teaching practice that builds teacher capacity to deliver improved learning outcomes.

2.2 Collaborative program design, development and implementation between organisations/associations are encouraged where it is demonstrated to maximise the value of support offered to schools. The nominated lead organisation in a consortium application will receive any allocated funds from the Department of Education and Early Childhood Development and is responsible for the management of the program and the acquittal of grant funds.

2.2.1 A consortium application should include the following details:
   - Title and contact details of the lead organisation
   - Titles and contact details of all organisations/associations belonging to the consortium
   - A clear outline of the responsibilities of each of the partners
   - A clear, written agreement between each of the partner organisations with the auspice organisation indicating their willingness to becoming a member of the consortium.

2.3 Service Agreements will be entered into for a three-year period commencing 1 January 2012 and ending on 31 December 2014. (See Section 6 Service Agreement)
3. BACKGROUND

3.1 Currently a DEECD taskforce is developing approaches in six areas to inform strategic directions:
- Curriculum
- School Improvement
- Student Engagement
- Early Childhood
- Infrastructure and resources
- Skills Victoria

3.2 DEECD continues to focus on three reform strategies: system improvement (including improved student learning outcomes and whole school improvement), partnerships with parents and communities (empowering local delivery and school/community links) and workforce reform (building teacher capacity).

3.3 The core function of the Office for Government School Education is to manage, coordinate and implement high-quality government school education across Victoria. The Office aims to improve the education outcomes of all students in government schools by addressing variations in school performance across the state, developing highly skilled teachers and school leaders, and facilitating parent and community engagement. In 2009, this Office undertook the function of planning, managing and supporting the delivery of outcomes for children 0-18 years through our Department’s nine regional offices. These regional offices play a pivotal role in implementing the school improvement agenda and delivery of early childhood and youth services throughout Victoria.

The plans and challenges for this Office include to:
- through a system-wide approach, determine high-priority school improvement projects, build the collective capacity of schools, networks and regions and address the effects of disadvantage with targeted interventions
- deliver the e5 Instructional Model
- focus on delivering a more systematic approach to leadership and teacher capacity building
- deliver the Ultranet, a student-centred electronic learning environment, to all government schools

3.4 The Student Learning Division delivers strategies to support what is being taught in the education system, how work is assessed, and the types of educational resources and programs available. Key deliverables are in provision of guidance and policy in assessment, curriculum planning, e-learning and ICT, Learning & Teaching Resources, learning & teaching research, literacy and numeracy, principles of learning and teaching, targeted programs, stages of learning – Victorian Essential Learning Standards (VELS) and student reports.

3.5 The Strategic Partnerships Program aims to establish partnerships with organisations/associations to provide high-quality, innovative teaching and
learning opportunities that support schools to address DEECD key directions. SPP programs challenge and engage students and teachers within and beyond the classroom.  

3.6 The Strategic Partnerships Program 2012-14 reflects similar principles to those of the previous triennium, with an emphasis on supporting improved classroom practice and student learning outcomes through increased student engagement, participation and connectedness with their school and community. The principles promote:

- selection criteria that explicitly require the programs of organisations/associations to align with DEECD strategic directions and Office of Government School Education priorities
- an outcomes-based focus for organisations/associations to ensure that they explicitly recognise and respond to diverse student and/or teacher needs and school improvement
- the enhancement of explicit partnerships between organisations/associations and individual schools, clusters, regions and other education networks through clearly identified targeted programs
- funding to organisations/associations that is linked to clearly identified learning and teaching programs as identified by the Department of Education and Early Childhood Development, resulting in specific outcomes as opposed to a general grant to the organisation
- that accountability requirements reflect both quantitative and qualitative reports of outcomes against clearly identified targets and key performance indicators
- that Service Agreements allow for responsiveness to new Government priorities that may arise during the triennium. It should be noted that in the 2012-14 triennium, the implementation of the National Curriculum will commence.

3.7 Based on review of reports from funded organisations during the 2009-11 triennium and ongoing consultation with all stakeholders, a revised funding allocation model for the 2012–14 triennium is also informed by the following considerations:

- Only not-for-profit organisations to receive funding; the grant process does not directly fund other government departments
- A diversity of program outcomes are supported to meet the diversity of student/teacher needs
- Funded program outcomes remain closely linked to Departmental priorities
- Funded organisations share and develop their curriculum understandings and expertise by contribution to SPP networks and to their capacity to provide materials for the digital resource library, FUSE
- The extent of response to selection criteria and level of accountability is commensurate with funding level
- Long-term partners with substantial funding provide a leadership and mentoring role for organisations with lesser levels of funding.
3.8 SPP will continue to enable the sharing of the work of organisations and associations, the promotion of collaborative partnerships, the facilitation of professional learning opportunities for organisations and associations and the implementation of innovative programs through support for:

- the Strategic Partnerships Program Advisory Group, chaired by the Department of Education and Early Childhood Development, with representation from the lead organisations/associations funded through the SPP. Currently these organisations include: Arts Victoria, National Gallery Of Victoria, Zoos Victoria, Melbourne Museums, Sovereign Hill Association, Australian Council for Health, Physical Education and Recreation and the Council of Professional Teaching Associations of Victoria
- the Strategic Partnerships Program Networks to be formed once the selection of organisations/associations for inclusion in the Strategic Partnerships Program has been completed. Current SPP Networks are:
  - Arts, Environment, Science & Technology, Humanities & Culture and Teacher Professional Learning (including a separate Health, Physical Education, Sport & Recreation online network).
4. **FUNDING**

4.1 To be eligible for funding through the Strategic Partnerships Program an organisation/association must have **not-for-profit** status. A non-profit company (or association or organisation which is not incorporated) could be formed for a number of purposes including social, recreational, cultural, educational or provision of goods or services, but not for the purpose of making a profit. If any profit is earned by the organisation it can only be applied to the organisation as a whole and not to individual members (members do not receive any monetary gains).

4.2 The Department of Education and Early Childhood Development will provide funding with a 2% per annum increase in the second and third years.

4.3 Programs selected for inclusion in the Strategic Partnerships Program 2012–14 will be funded through the allocation of a grant to deliver one or more of the learning outcomes as described in the key selection criteria in **Section 5.3** of these guidelines.

4.3.1 The 2012–14 funding model is based on the program’s current budget. It is expected that a similar number of organisations will be funded. It should be noted that in past years the number of applications has well exceeded available funds. The SPP funding round is a competitive process in which not all applications will be successful. Organisations are advised to consult with the Department of Education and Early Childhood Development if it is suspected the level of funding being sought may affect application success.

4.3.2 While the selection criteria remain the same for all applicants, the depth and extent of the response should be directly proportional to the level of funding under consideration. The selection criteria for student based program outcomes and for teacher based program outcomes are slightly different.

4.3.3 The Department of Education and Early Childhood Development will provide funding to an organisation/association for clearly identified program costs, to enable the successful delivery of the learning outcomes that meet the key selection criteria, budget and accountabilities as described in **Sections 5.3, 5.4 and 5.5** of these guidelines.

4.4 Before any final approval of funding, the Department of Education and Early Childhood Development reserves the right to negotiate with the organisation/association in relation to the capability, cost and/or efficiency of their outcomes based program proposal.

4.5 Successful associations/organisations will be held accountable to the Department of Education and Early Childhood Development through the submission of half-yearly Performance Reports based on the responses to the relevant accountabilities (reflected against targets and key performance indicators) and included in the Service Agreement (see Schedule 3 for the Service Agreement Template).
4.6 Organisations/associations which are successful in securing funding are required to become active members of at least one of the nominated SPP Networks.
5. SELECTION CRITERIA, PROGRAM BUDGETS AND ACCOUNTABILITIES

5.1 Key selection criteria and accountability arrangements have been developed for student and teacher outcomes based programs. If an organisation wishes to apply for both student and teacher outcomes based programs, separate applications should be submitted. A template is provided for applications in Schedule 1.

5.2 Outcomes based programs offered by organisations/associations must explicitly address all of the key selection criteria as listed in Section 5.3, the program budget as described in Section 5.4 and all the accountabilities as listed in Section 5.5 below, when lodging an application for funding.

5.3 In providing a comprehensive description of an outcomes based program, all organisations/associations are requested to outline how their program design, development and implementation explicitly addresses the following key selection criteria. Generally, the key selection criteria can be grouped into three areas:

- the capacity of the organisation to deliver (items 1-4)
- what the program will do (items 5 & 6)
- how the programs are measured/reported on/participated in (items 7 & 8).

5.3.1 Key selection criteria

1. Demonstrated capacity to provide:
   - high-quality outcomes based student learning linked to improved student learning outcomes and/or
   - high-quality outcomes based teacher professional learning programs linked to improved student learning outcomes.

2. Demonstrated capacity to provide high-quality outcomes based student learning and/or high-quality outcomes based teacher professional learning programs for which:
   - a demonstrated need exists
   - teachers and/or students would not otherwise have the opportunity to experience.

3. Demonstrated capacity to deliver outcomes based programs directly linked to key DEECD strategies:
   - improved student learning outcomes
   - system improvement (including whole school planning)
   - partnerships with parents and communities (empowering local delivery by enhancing school/community links)
   - workforce reform (building teacher capacity).

4. Demonstrated capacity to deliver outcomes based programs that support implementation of the Victorian Early Childhood Development Framework, Victorian Essential Learning Standards and/or post-compulsory curriculum frameworks.
5. Program design and outcomes clearly demonstrate and model an understanding of at least one of the priorities of the Office for Government School Education:

- through a system-wide approach, determine high-priority school improvement projects, build the collective capacity of schools, networks and regions and address the effects of disadvantage with targeted interventions
- deliver the e5 Instructional Model
- focus on delivering a more systematic approach to leadership and teacher capacity building
- deliver the Ultranet, a student-centred electronic learning environment, to all government schools

[Link to Ultranet](http://www.education.vic.gov.au/about/structure/offices.htm#2)

6. Program design and outcomes clearly demonstrate and model an understanding of at least one of the priorities of the Student Learning Division, the key deliverables of which are in guidance and policy in assessment, curriculum planning, e-learning and ICT, Learning & Teaching Resources, learning & teaching research, literacy and numeracy, principles of learning and teaching, targeted programs, stages of learning – Victorian Essential Learning Standards (VELS) and student reports.

[Link to Student Learning](http://www.education.vic.gov.au/studentlearning/default.htm)

7. Demonstrated capacity to develop performance measures (or key performance indicators), collect data, evaluate programs and report against set targets

8. Demonstrated capacity to contribute to the operation and function of at least one of the Strategic Partnerships Program Networks

5.3.1.1

Note: The quantitative and qualitative reports by organisations funded in the current triennium (2009–11) will be referred to at the discretion of the Department in the assessment and selection process.

5.3.1.2

Note: Requirements of organisations, in regard to the level of response to the selection criteria, vary in direct proportion to funding levels. Organisations applying for funding below $25,000 are not expected to provide as extensive or detailed evidence as those applying for funding between $25,000 and $49,000, or in turn those applying for funding over $50,000. The greater the level of funding applied for, the more extensive and detailed demonstration of selection criteria is expected.

5.4 Organisations/associations are requested to provide details of specifically identified program budgets to meet the requirements outlined in their application. This budget must include all associated program costs and clearly identify how monies provided by the Department of Education and Early Childhood Development are to be expended. (See Schedule 1)

5.5 Applications must show what performance measures will be used to show efficiency and effectiveness in delivery of their outcomes based programs. Performance reports to the Department of Education and Early Childhood Development will address targets and key performance indicators. All organisations and associations are requested to outline how their outcomes
based program design, development and implementation explicitly addresses the following **accountabilities**. Generally, the accountabilities can be group into two areas of qualitative and quantitative reporting:

- How the program qualitative reports will show links between the program and improvement in student learning, teacher capacity or whole school improvement (items 1-4)
- Indication of how the program effectiveness will be measured, including outputs and targets (item 5)

### 5.5.1 Accountabilities

1. High-quality student and/or teacher professional learning opportunities that support implementation of any of the Departmental curriculum frameworks:
   - The Victorian Early Childhood Development Framework
   - The Victorian Essential Learning Standards
   - Post-compulsory frameworks for Victorian Certificate of Education, the Victorian Certificate of Applied Learning and Vocational Education and Training

2. Outcomes based programs consistent with Department of Education and Early Childhood Development principles for highly effective professional learning


4. Program outcomes supporting innovative use of Information Communication Technology in curriculum planning, delivery and assessment and innovative use of Information Communication Technology for delivery of professional learning, including contribution to Ultranet and FUSE through provision of best practice online curriculum materials and resources

5. Appropriate performance measures (or key performance indicators), data collection, program evaluation and reporting; and targets set accordingly.

### 5.5.2 Those organisations/associations successful in obtaining funding through the Strategic Partnerships Program will be required to provide two half-yearly performance reports to the Department of Education and Early Childhood Development, the first to be sent to the Department by 31 July and a second report provided to the Department by 31 January of each year.
6. SERVICE AGREEMENT

6.1 The Department of Education and Early Childhood Development will notify organisations/associations by 16 May 2011 as to the success of their application. Development of formal Service Agreements will then be entered into, to be completed on or before 31 December 2011.

6.2 The Department of Education and Early Childhood Development will not be under any obligation to any applicant unless and until the designated manager of the successful organisation/association and the designated officer of the Department of Education and Early Childhood Development on behalf of the State of Victoria have signed a Service Agreement.

6.3 The organisation/association should nominate a contact person to act on behalf of the applicant to facilitate ease of communication with the Department of Education and Early Childhood Development.

(See Schedule 3 for the Service Agreement template)
7. PAYMENT OF GRANTS

7.1 All Service Agreements will be for a triennial period commencing 1 January 2012 and ending on 31 December 2014.

7.2 With respect to all Service Agreements, two equal half-yearly payments to successful organisations/associations will be processed in February (for electronic delivery in March) and August (for electronic delivery in September) of each year upon timely receipt of the half-yearly report and appropriate arrangements for invoicing.
8. LODGEMENT OF APPLICATIONS and CLOSING DATE

8.1 The deadline for lodgement of applications is 5:00 p.m., Australian Eastern Standard Time (AEST) on Friday, 8 April 2011.

8.2 Completed applications clearly stating “Attention: Conrad Remenyi – Strategic Partnerships Program 2012–14” must reach the Student Learning Division by close of business delivered by post, personal delivery, facsimile or email (email is preferred) marked:

Department of Education and Early Childhood Development
Office for Government School Education
Student Learning Division
Location: Level 3, 33 St Andrews Place
          East Melbourne 3002
Postal Address: GPO Box 4367
               MELBOURNE 3001
Facsimile: 9637 2170
Email: remenyi.conrad.c@edumail.vic.gov.au

8.3 Confirmation of receipt of applications will be provided within two working days of lodgement.

8.4 It is the organisation/association’s responsibility to ensure that an application is lodged before the closing time. Applications lodged after the stipulated closing time will be deemed late, and will not be accepted. Applications received after the closing time will be recorded with the time and date of receipt on the envelope and returned to the association or organisation.

8.5 If there is explicit and conclusive evidence that late receipt has resulted from mishandling by the Department of Education and Early Childhood Development, an application will be deemed to be received before the closing time.
9. ENQUIRIES AND COMMUNICATIONS

9.1 Application-specific enquiries are to be directed to:

Conrad Remenyi  
Senior Project Officer  
Targeted Programs Branch  
Telephone: 9637 3328  
Email: remenyi.conrad.c@edumail.vic.gov.au

Responses to such enquiries considered by the Department of Education and Early Childhood Development to be of general interest will be distributed to all applicants.

9.2 Applicants should direct all communications to the contact person named in 9.1, unless otherwise advised by the said contact person.

9.3 Organisations/Associations are encouraged to attend at least one of the briefings by the Department of Education and Early Childhood Development regarding the selection process for the 2012–14 Strategic Partnerships Program. See Schedule 2 for the Registration Form for regional Briefings.

**Metropolitan Briefing:** 29 November 2010  
Melbourne Zoo, Parkville  
10am–3pm

**Regional Briefing 1:** 31 January 2011  
Sovereign Hill Museum  
BALLARAT  
10am–3pm

**Regional Briefing 2:** 28 February 2011  
Kyabram Fauna Park  
KYABRAM  
1–5pm
10. OWNERSHIP OF DOCUMENTATION

10.1 These guidelines remain the property of the Department of Education and Early Childhood Development.

10.2 The Department of Education and Early Childhood Development reserves the right to change any details in these guidelines in the light of Government policy or other significant circumstances.
11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

11.1 The applicant must keep confidential any information concerning the Department of Education and Early Childhood Development or the State received as a result of or in connection with its submission of an application for funding.

11.2 All applications for funding and any accompanying documents become the property of the Department of Education and Early Childhood Development and all documents provided by the applicant will be held in confidence as far as the law permits.
SCHEDULE 1

All funding amounts should be expressed excluding GST.

For DEECD Use Only

Reg No. ___________ Date: ________ /08

STRATEGIC PARTNERSHIPS PROGRAM

APPLICATION
for
TRIENNIAL FUNDING PROGRAM 2012–14

ORGANISATION/ASSOCIATION DETAILS

NAME ____________________________________________________________
ADDRESS ________________________________________________________

CONTACT PERSON DETAILS

NAME _________________ POSITION ________________________________
TEL _________________ FAX ________________________________________
MOBILE ___________________ EMAIL ___________________________________

### DECLARATION BY ORGANISATION/ASSOCIATION

Total three-year funding (ex GST) requested: ___________________

The Triennial Funding Applications Guidelines Strategic Partnerships Program 2012–14 issued by the Department of Education and Early Childhood Development has been examined. This submission conforms with the requirements stated in that document.

Signed: ___________________  NAME ___________________

POSITION _________________  TEL ___________________

(Outline a succinct description of your organisation/association in not more than 10 lines)

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<thead>
<tr>
<th>DESCRIPTION of ORGANISATION/ASSOCIATION</th>
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APPLICATION to DELIVER OUTCOMES BASED PROGRAM(S)

List the program title and funding required. (You may choose to provide details of more than one program. If so, you will need to repeat, for each program, the title, funding required, criteria and accountabilities responses.)

<table>
<thead>
<tr>
<th>Program title:</th>
<th>Total Program funding (over 3 years):</th>
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Short Program description:

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<th>Indicative program budget</th>
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<td>Program Administration</td>
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<td>Program Resources</td>
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<td>Program Materials</td>
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<td>Conferences/Workshops</td>
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<td>Travel &amp; Accommodation</td>
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<td>Payments to Contractors</td>
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<td>Key selection criteria</td>
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<td>1. Demonstrated capacity to provide:</td>
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<td>• high-quality outcomes based student learning linked to improved student learning outcomes and/or</td>
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<td>• high-quality outcomes based teacher professional learning programs linked to improved student learning outcomes.</td>
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<td>• a demonstrated need exists</td>
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<td>• teachers and/or students would not otherwise have the opportunity to experience</td>
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<td>• improved student learning outcomes</td>
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<td>• partnerships with parents and communities (empowering local delivery by enhancing school/community links)</td>
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<td>• workforce reform (building teacher capacity).</td>
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<td>4. Demonstrated capacity to deliver outcomes based programs that support implementation of the Victorian Early Childhood Development Framework and/or Victorian Essential Learning Standards and/or post-compulsory curriculum frameworks.</td>
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5. Program design and outcomes clearly demonstrate and model an understanding of at least one of the priorities of the Office for Government School Education:
   - through a system-wide approach, determine high-priority school improvement projects, build the collective capacity of schools, networks and regions and address the effects of disadvantage with targeted interventions
   - deliver the e5 Instructional Model
   - focus on delivering a more systematic approach to leadership and teacher capacity building
   - deliver the Ultranet, a student-centred electronic learning environment, to all government schools
     [Link to website]

6. Program design and outcomes clearly demonstrate and model an understanding of at least one of the priorities of the Student Learning Division, the key deliverables of which are in guidance and policy in assessment, curriculum planning, e-learning and ICT, Learning & Teaching Resources, learning & teaching research, literacy and numeracy, principles of learning and teaching, targeted programs, stages of learning – Victorian Essential Learning Standards (VELS) and student reports.
   [Link to website]

7. Demonstrated capacity to develop performance measures (or key performance indicators), collect data, evaluate programs and report against set targets

8. Demonstrated capacity to contribute to the operation and function of at least one of the Strategic Partnerships Program Networks
<table>
<thead>
<tr>
<th><strong>Accountabilities</strong></th>
<th>The program reporting is able to meet the accountabilities in the following ways:</th>
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| 1. High-quality student and/or teacher professional learning opportunities that support implementation of any of the Departmental curriculum frameworks:  
  - The Victorian Early Childhood Development Framework  
  - The Victorian Essential Learning Standards  
  - Post-compulsory frameworks for Victorian Certificate of Education, the Victorian Certificate of Applied Learning and Vocational Education and Training |  |
<p>| 2. Outcomes based programs consistent with Department of Education and Early Childhood Development principles for highly effective professional learning. |  |
| 3. Program outcomes supporting innovative use of Information Communication Technology in curriculum planning, delivery and assessment and innovative use of Information Communication Technology for delivery of professional learning, including contribution to |  |</p>
<table>
<thead>
<tr>
<th><strong>Ultranet and FUSE through provision of best practice online curriculum materials and resources.</strong></th>
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<td><strong>4. Appropriate performance measures (or key performance indicators), data collection, program evaluation and reporting.; and targets set accordingly.</strong></td>
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**SCHEDULE 2**

**REGISTRATION FORM**

Strategic Partnerships Program  
Regional Briefings for the Applications and selection process for the 2012–14 triennium.

Please indicate the session to attend

<table>
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<th>Session</th>
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<tr>
<td><strong>29 January 2011</strong></td>
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<td>Sovereign Hill Museum, Ballarat, 10am–3pm</td>
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<td><strong>28 February 2011</strong></td>
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<td>Kyabram Fauna Park, Kyabram, 1–5pm</td>
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Please indicate name(s) of attendees and contact details

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Please fax or email this completed form to:  
Attention: Conrad Remenyi, Targeted Programs Branch  
Fax: (03) 9637 2170  
Email: remenyi.conrad.c@edumail.vic.gov.au

For any queries regarding the sessions please phone Conrad Remenyi on (03) 9637 3328
THIS CONTRACT is -

BETWEEN: THE STATE OF VICTORIA of the offices of the Department of Education and Early Childhood Development of 2 Treasury Place Melbourne (“the client”)

AND: TYPICAL COMPANY PTY LTD (ACN 000 111 222) of 100 Collins Road Melbourne, Victoria (“the contractor”)

RECITALS
A. The Department of Education and Early Childhood Development wishes to (insert a short description of the purpose of contract.)

B. The contractor has agreed to provide the services on the terms and conditions of this contract.

THE PARTIES AGREE AS FOLLOWS:-

INTERPRETATION
1.1. In this contract unless inconsistent with the context or subject matter-
    “client” means the State of Victoria;
    "commencement date" means the date in schedule 3;
    “completion date” means the date in schedule 3;
    "contract price" means the amount in schedule 3;
    “contractor” means the contractor named above;
    “DEECD” or “Department” means the Department of Education and Early Childhood Development;
    “DEECD” contract officer” means the officer or person named in clause 14;
    “GST” means any tax imposed under any GST Law and includes GST within the meaning of the GST Act;
    “GST Act” means the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) as amended;
    “GST Law” means the GST Law as defined in the GST Act and includes any Act of the Parliament of Australia that imposes or deals with GST;
    “GST Related Tax Reform” includes any changes, reductions or abolition of any State, Territory or Commonwealth taxes, excise, fees or imposts including, but not limited to, financial transactions tax, wholesale sales tax, stamp duty, debits tax, associated with the introduction of the GST Law;
“intellectual property rights” means all rights in relation to inventions, designs, trademarks, trade marks, trade names, circuit layouts, confidential information and copyright; "person" and words importing persons includes bodies corporate; "schedule" means a schedule to this contract; “services” means the services and other works referred to in clause 2.

“valid invoice” means a tax invoice (as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) properly rendered by the Contractor to DEECD in accordance with this contract.

1.2. A reference to an Act or any section of an Act is a reference to the Act or section as amended from time to time.

1.3. Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

1.4. Each party includes the successor or successors of that party.

1.5. Words denoting the singular include the plural and vice versa.

1.6. Words denoting any gender include all genders.

1.7. Any marginal notes or headings are included for convenience and do not affect the interpretation of this contract.

1.8. References to clauses are references to clauses of this contract.

1.9 The schedule and the documents (if any) annexed to this contract form part of this contract.

1.10 In the event of any discrepancy or inconsistency between this contract, its schedule/s or the documents (if any) annexed to this contract or any of them the following order of precedence shall apply to resolve the same-

   (i) This document.
   (ii) The schedule.
   (iii) The annexed documents.

2. SERVICES TO BE PERFORMED

The contractor shall complete by the completion date the services -

   (a) in schedule 1 listed under the heading “requirements of project”, and
   (b) in the manner listed in schedule 2.

Time shall be of the essence for the performance of the services.

3. GENERAL OBLIGATIONS OF CONTRACTOR

The contractor shall;

   (a) use its best endeavours to provide the services to the client in a timely manner and in accordance with the terms of this contract;
   (b) ensure that all its employees engaged in this contract are suitably qualified and experienced, and act to the best of their skills and ability and in accordance with accepted professional standards for persons having those qualifications and experience;
   (c) where a schedule names the individuals that are to perform the services, to ensure that those individuals perform the services;
   (d) follow all instructions of the DEECD contract officer in respect of the performance by the contractor of its obligations under this contract and cooperate fully with the Department and act in good faith towards the Department;
   (e) comply with all laws, and
   (f) only use the facilities provided by the Department for the purposes of this contract.
4. CONFIDENTIALITY
Apart for the purpose of performing its obligations under this contract;
(i) the contractor shall treat as confidential all information which comes into its
possession pursuant to or as a result of or in the performance of this contract, and
(ii) the contractor shall not, without the written permission of the client, disclose such
information to a third party.
The operation of this clause shall survive the termination of this contract.

5. PAYMENTS and PAYMENT TERMS

5.1. The client shall pay the contractor the contract price set out in the schedule 3 in
consideration of the performance by the contractor of the services, and shall pay valid
invoices within 30 days.

5.2 The contract price is inclusive of all costs and expenses of the contractor whether
foreseen or unforeseen, including without limitation, insurance, duties, imposts and
taxes and the GST (if any) which shall be paid by the contractor.

5.3 Subject to the contractor issuing a valid invoice, the GST payable by the contractor
under the GST Law on the services invoiced to the Department under this agreement,
shall be paid by the Department to the contractor.

5.4 Not more than 90% of the contract price shall be paid to the contractor on the dates, or
on satisfactory completion of the intervals or other circumstances set out in schedule 3.

5.5 A final payment of 10% of the contract price shall be paid to the contractor within 30
days of the final invoice, but the final payment shall be subject to the client being
satisfied with the performance by the contractor of all its obligations under this contract.
This clause does not limit the clients rights to withhold other payments due under this
contract.

5.6 The DEECD contract officer must, within 14 days of the final invoice from the
contractor, either forward to the contractor a certificate of satisfactory completion, or a
statement in writing containing the particulars of unsatisfactory completion.

5.7 This clause does not limit the client's other rights in respect of a breach of the contract.

6. PAYMENTS OUTSIDE THE 30 DAYS

6.1 This clause only applies to a contract which meets the following two criteria:
(i) it is entered on or after 1 November 2004, and
(ii) it is for services less than $3million (including GST).

6.2 In computing the 30 days for the purpose of clause 5.1 –
(i) the period shall commence after the day on which the DEECD contract officer
receives a valid invoice;
(ii) the date of payment by DEECD shall be the date on which funds are deposited
directly into the Contractor's account, or a cheque is posted to the Contractor,
or in any other case the date on which the payment is forwarded by DEECD to
the Contractor;
(iii) where the 30 days expires on a weekend or public holiday in Victoria, the 30
day period shall be extended to the next day which is not a public holiday or
weekend;
(iv) where the 30 days commences during public holidays in excess of 2 days, such
as at Easter or Christmas, or where the services are supplied to a State school
during school holidays, the 30 day period shall commence the day immediately
following the conclusion of those holidays.

6.3 DEECD will on demand by the Contractor pay simple interest on a daily basis
on any overdue amount, at the rate for the time being fixed under section 2 of the
Penalty interest Rates Act 1983 (Vic).
6.4 “Overdue amount” means an amount that -
(i) is not, or is no longer, in dispute under this contract,
(ii) is due and owing under a valid invoice, and
(iii) has been outstanding for more than 30 days from the date of a valid invoice, or the date the amount ceased to be disputed, as the case may be.

6.5 For the purpose of clause 6.3, the interest shall be payable from the date on which DEECD receives the demand from the Contractor, and shall be assessed on the overdue amount owing as at that date.

7. ASSIGNMENT AND SUB CONTRACTING
The contractor shall not assign this contract in whole or in part or sub contract the performance of any part of the contract without the prior written consent of the client and the client shall be under no obligation to grant any such consent.

8. INTELLECTUAL PROPERTY AND OWNERSHIP OF WORK
All intellectual property rights created, discovered or coming into existence as a result of or arising out this contract shall be the property of and vested in the State of Victoria. Intellectual property rights include any documentation produced by the contractor in providing the services.

9. CONTRACTOR’S CAPACITY
Nothing in this contract constitutes the contractor as an employee servant or agent of the client nor is the contractor authorised to incur nor shall the contractor incur any debt or obligation on behalf of the client without the prior written consent of the client.

10. WORKCOVER
The contractor shall in respect of its employees, comply with all workers compensation, work care or similar legislation, and shall obtain and maintain all insurances under and pay all amounts required by that legislation.

11. INDEMNITIES AND INSURANCE
11.1 Indemnity
The contractor hereby indemnifies the State of Victoria its employees servants and agents against all claims, liability or expenses (including legal costs) relating to any injury to a person, damage to property or any other loss caused (or to the extent contributed) by any act or omission of the contractor or its employees, servants or agents in providing services under this contract, except to the extent that the injury, damage or loss is directly attributable to the negligence of the State of Victoria, its employees servants or agents.

It is not necessary for the State of Victoria to incur expense or make payment before enforcing a right of indemnity conferred by this contract.

11.2 Insurances
The contractor shall take out insurance to provide it with at least $10,000,000 (ten million dollars) cover per event in respect of the services provided under this contract -
(a) against liability arising from an injury to a person, damage to property or any other loss, and
(b) to cover its obligations under the indemnity in the clause 11.1,
and upon request shall provide the client with proof of compliance with this clause.
12. TERMINATION
This Contract may be terminated-
(a) At any time by agreement between the parties.
(b) At any time and without notice (except as otherwise stated) by the client if the contractor:-
   (i) becomes or takes any step towards becoming bankrupt or enters or attempts to enter into any composition or arrangement with creditors or being a company enters or takes any step towards entry into liquidation whether voluntary or compulsory (save for the purposes of amalgamation or reconstruction) or has a Receiver or Manager appointed to the whole or any part of its undertaking; or
   (ii) is in default of any term hereof and such default remains unremedied after seven days' notice in writing specifying the default complained of has been given by client to the contractor; or
   (iii) wholly suspends the performance of the services; or
   (iv) fails to proceed regularly and diligently with performance of the services; or
   (v) if any servant, agent or employee of the contractor is, in the client's opinion, guilty of misconduct in relation to the performance of the services.
(c) Pursuant to clause 28.1

13. In the event this contract is terminated by the client pursuant to clause 12(b), the client may employ and pay one or more other persons to carry out and complete the performance of the services and in so doing may use all or any materials produced or obtained by the contractor in performing the services to the date of termination and all payments made to every other person for so doing may be deducted from any sum due or to become due to the contractor or recovered from the contractor as and by way of damages.

14. DEECD CONTRACT OFFICER
The DEECD contract officer is the person for the time being holding the position in clause 15 under the heading "To the client".

15. NOTICES
Any notice given or served by one party upon the other party pursuant to this contract 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 -

<table>
<thead>
<tr>
<th>To the client</th>
<th>To the contractor</th>
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<tr>
<td>Department of Education and Early Childhood Development , Level....... , 2 Treasury Place Melbourne, Victoria 3000 Facsimile Number (03) ......................</td>
<td>Typical Company Pty Ltd 100 Collins Road Melbourne Victoria 3000 Facsimile Number (03) ......................</td>
</tr>
</tbody>
</table>

16. Where notice of a new address, new registered office address or new facsimile transmission telephone number has been given by notice by one party to the other party the same shall for all purposes be deemed to have been substituted for the previous address, registered office address or facsimile transmission telephone
number as the case may be of the party giving such notice as and from the date of service of such notice and service of any notice thereafter by a party having received such notice shall be made as if such substitution appeared herein in lieu of the words and/or figures for which the same was substituted.

17. **GOVERNING LAW**
This contract shall be construed according to the laws of the State of Victoria.

18. **VARIATIONS**
No addition to or variation of this contract shall be of any force or effect unless in writing signed by or on behalf of both parties.

19. **WAIVERS**
The waiver by one party of a breach by another party of any provision of this contract does not operate as a waiver of another or continuing breach by the other party of the same or any other provision of this contract. No waiver by either party shall be binding upon that party unless in writing.

20. **SEVERABILITY**
If any provision of this contract is held invalid, unenforceable or illegal for any reason, the remainder of this contract has full force apart from such provision which shall be deemed deleted.

21. **ACTING ON BEHALF OF CLIENT**
Any right, duty or power (including the right to issue a notice or give any consent) of the client under this contract may be exercised by the DEECD contract officer (or the person for the time holding or acting in that position) or the Secretary to the Department of Education and Early Childhood Development or any other person authorised by the Secretary.

22. **ENTIRE CONTRACT**
This contract constitutes the entire contract between the parties and supersedes any communications or representations made in connection with the subject matter herein.

23. **CONFLICT OF INTEREST**
The contractor warrants that, to the best of its knowledge and belief after due inquiry as at the date of this contract, it has no duties or interests that create or might reasonably be anticipated to create a conflict with its duties and obligations under this contract.

24. **PRIVACY**
24.1 The contractor acknowledges that the Department is an organization bound by the provisions of the Information Privacy Act 2000 as amended from time to time (hereinafter referred to as the IPAct).

24.2 The contractor 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 contractor for the purposes of this contract in the same way to the same extent as if the act done, or practice engaged in had been directly done or engaged in by the Department.

24.3 Without limiting the generality of sub-clauses 24.1 and 24.2, in relation to the collection, management, holding, use, quality, accuracy, disclosure or transfer of any information, the contractor 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.

24.4 If-
(a) this contract authorizes or require the Contractor to transfer outside Victoria personal information obtained under this contract, and
(b) Information Privacy Principle 9.1(a) is the only means available to transfer that personal information, and
(c) the intended recipient of the personal information resides outside Victoria and is not subject to a law or binding scheme which effectively upholds principles for fair handling of personal information that are substantially similar to the Information Privacy Principles under the IP Act,

24.5 Clause 24 does not apply to any health information within the meaning of the Health Records Act 2000.

25. PUBLISHING CONTRACT INFORMATION
The Contractor consents to the client publishing (on the internet or otherwise) the name of the Contractor and the contract value together with conditions of this contract generally.

26. AUDIT OF AND OTHER ACCESS TO CONTRACTOR’S RECORDS
26.1 The Contractor shall permit an accountant or auditor on behalf of the client from time to time during ordinary business hours and upon reasonable notice, to inspect and verify all records maintained by the Contractor for the purposes of this contract. The Contractor, its servants, agents and subcontractors shall give all reasonable assistance to any person authorised to undertake such audit or inspection. Any information provided, or to which an accountant or auditor has access under this clause, shall be treated as confidential information and shall not be used other than for the purposes of this contract or disclosed other than as required at law or to meet any requirements of the Parliament of Victoria.

26.2 The confidentiality obligations of the parties under this clause shall not extend to:
(a) Information already in the public domain other than due to a breach of this contract;
(b) any disclosure required by law;
(c) any disclosure reasonably required in order to comply with a request for information made by the Auditor-General for Victoria; or
(d) information reasonably required in order to publish appropriate and comprehensive performance data relating to the services under this contract.

27. ETHICAL EMPLOYMENT
27.1 This clause only applies if the client is purchasing goods and/or services under this contract from the contractor -
(a) in excess of $100,000 (including GST), or
(b) involving textiles, clothing and footwear, cleaning or security services.

27.2 Definitions
For the purpose of this clause, the following definitions apply.
Applicable Industrial Instruments and Legislation means all Applicable Industrial Instruments and all Applicable Legislation.

Applicable Industrial Instrument means an industrial instrument (award or enterprise agreement) that specifically applies to the employees of the Contractor and is binding on it.

Applicable Legislation means:
- Federal Awards (Uniform System) Act 2003 (Vic)
- Outworkers (Improved Protection) Act 2003 (Vic)
- Dangerous Goods Act 1985 (Vic)
- Equipment (Public Safety) Act 1994 (Vic)
- Occupational Health and Safety Act 1985 (Vic)
- Workplace Relations Act 1996 (Cwlth)
- Long Service Leave Act 1992 (Vic)
- similar Acts in States and Territories other than Victoria
- any other legislation designated as Applicable Legislation under the Ethical Purchasing Policy from time to time published by the Victorian Government purchasing Board on the following site - www.vgpb.vic.gov.au.

Assessment means an assessment by the client pursuant to the Ethical Purchasing Policy that, in the opinion of the client, the Contractor does not satisfy the Ethical Employment Standard.

Award means any award of the Australian Industrial Relations Commission or any tribunal empowered to make industrial awards for Victorian employees or employees in any other State or Territory.

Enterprise Agreement means any certified agreement of the Australian Industrial Relations Commission or State industrial authority.

Ethical Employment Standard is the requirement for persons that supply or propose to supply goods and services to the Victorian Government to demonstrate to the reasonable satisfaction of the government buyer, and in accordance with the requirements of the Ethical Purchasing Policy, that the relevant contracting or tendering entity meets its obligations to its employees under Applicable Industrial Instruments and Legislation at the time a contract is awarded and continues to meet such obligations during the term of that contract.

Ethical Employment Reference Register has the meaning attributed to it in the Ethical Purchasing Policy.

Ethical Employment Statement has the meaning attributed to it in the Ethical Purchasing Policy.


Law means the law in force in the jurisdiction in which the obligations under this Contract are to be performed including without limitation, common or customary law, equity, judgment, legislation, orders, regulations, statutes, by-law, ordinances or other legislative or regulatory measures and includes any amendment, modification or re-enactment of them.

27.3 Supplier to satisfy the Ethical Employment Standard
Without limiting or derogating from the Contractor’s obligation to comply with any Law, the Contractor must satisfy the Ethical Employment Standard at all times during the Term of this Contract.

27.4 Satisfaction of the Ethical Employment Standard
The client may make an assessment if, at any time during the Term of the Contract a court, tribunal, commission or board:
(a) makes a finding of a serious breach of an Applicable Industrial Instrument against the Contractor or convicts the Contractor of a serious offence under Applicable Legislation; or
(b) makes a finding of a breach of an Applicable Industrial Instrument against the Contractor or convicts the Contractor of an offence under Applicable Legislation that is part of a pattern of repeated or ongoing breaches or offences.

28. TERMINATION FOR FAILURE TO SATISFY ETHICAL EMPLOYMENT STANDARD

28.1 Ethical Employment Standard Not Satisfied

(a) If at any time during the term of the Contract, the client notifies the Contractor in writing that it has made an Assessment pursuant to clause 27.4, the Contractor must, within 14 days of receipt of such notice, or such longer period agreed by the client, provide a statutory declaration from a partner, director or company secretary of the Contractor setting out:

(i) any additional information which in the opinion of the Contractor is relevant to the Assessment, including the Contractor's grounds for any objection to the Assessment;

(ii) details of any information on which the Assessment is based which in the opinion of the Contractor is incorrect, incomplete or otherwise unfairly prejudicial to the Contractor;

(iii) any existing or planned remedial measures which the Contractor has taken or will be taking to prevent a breach or offence similar to the breach or offence on which the Assessment is based from recurring.

(b) Following the receipt of the statutory declaration or expiration of the period described in paragraph (a), whichever comes first, the client may, in its discretion, do one or all of the following:

(i) request the Contractor show cause as to why this Contract should not be suspended or terminated with effect from 14 days; and/or

(ii) suspend the operation of this Contract for a specified period of up to 6 months with 14 days notice; and/or

(iii) terminate this Contract with 14 days notice;

(c) In exercising its discretion under paragraph (b), the client will take into consideration:

(i) whether the Contractor has taken or will take measures which, in the reasonable opinion of the client, are commensurate with the breach or the offence on which the Assessment is based and can be reasonably expected to prevent such breach or offence from recurring; or

(ii) whether the client is otherwise satisfied that the Contractor has shown good cause why the Contract should not be suspended or terminated,

The remedies under this clause are in addition to and do not limit any other rights or remedies of the client under this document or otherwise at law.

28.2 Ethical Employment Reference Register

(a) If this Contract is terminated pursuant to this clause, the Contractor's name and details (including its Australian Business Number) will be included in the Ethical Employment Reference Register for a period of 24 months from the date termination takes effect.

(b) Victorian Government departments will access the Ethical Employment Reference Register for the purpose of applying the Ethical Purchasing Policy.

(c) Inclusion of any details in the Ethical Employment Reference Register will not be used to determine whether the Contractor meets the Ethical Employment Standard or to exclude the Contractor from participation in other Tender Processes.
SCHEDULE 1

(Attach invitation to tender)

(Ref to clause 2(a) of contract and ensure the invitation to tender or this schedule has a heading and details of “requirements of project”)

SCHEDULE 2

(Attach submission of organisation/association addressing selection criteria, program description and responses to accountabilities)
SCHEDULE 3

Contract Price $ 

Method of payment. The contractor shall forward to the client for payment invoices on a monthly basis showing the hours worked by the contractor and out of pocket expenses claimed. The client shall pay such invoices within 30 days.

Commencement Date On

Completion Date Within weeks of the commencement date.

(Schedule 3 ends here)

Executed as a contract.

SIGNED at MELBOURNE

on the .....day of ...................... 2007
by.................................................(print name) ).............................................(signed)
with the authority of and for and on behalf of )
the STATE OF VICTORIA in the presence of )............................................(witness)

THE COMMON SEAL of the contractor
was hereunto affixed on the

..........day of .......................2007 )
in accordance with its Articles of Association )
in the presence of:
) )
.................................Director

............................... Secretary.