



**Victorian
Registration &
Qualifications
Authority**



MEMORANDUM OF UNDERSTANDING

Between

Victorian Institute of Teaching

And

Victorian Registration and Qualification Authority

BACKGROUND

- A. The Victorian Institute of Teaching (VIT) is the independent statutory authority established under Part 2.6 of the *Education and Training Reform Act 2006* (Act) whose functions include the registration and regulation of teachers in Victoria.
- B. The Victorian Registration and Qualifications Authority (VRQA) is the independent statutory authority established under Part 4.2 of the Act whose functions include the registration and regulation of registered schools in Victoria.
- C. The Victorian Institute of Teaching (VIT) and the Victorian Registration and Qualification Authority ('VRQA') ('parties') have entered into this Memorandum of Understanding ('MOU') to guide collaboration, information sharing and mutual assistance between the parties and to facilitate the parties' common interest of protecting the safety of children in registered schools in Victoria.

1. PURPOSE

- 1.1. The purpose of the MOU is to set out the principles that guide the relationship between the parties and assist them to:
 - (a) collaborate in order to achieve their respective functions;
 - (b) collaborate in order to achieve the parties' common interest of protecting the safety of children in registered schools in Victoria'
 - (c) collaborate on joint information and advice to registered schools as appropriate;
 - (d) govern and facilitate information sharing, use and handling;
 - (e) cooperate where there is shared investigatory jurisdiction; and
 - (f) schedule regular meetings between the parties' representatives for the purpose of learning, promoting regulatory best practice, and ensuring the effective exchange of information.
- 1.2. The parties recognise the need for collaboration and co-operation to the extent permitted by law. The parties acknowledge that timeliness and accountability strengthen the effective discharge of their respective roles and responsibilities in relation to the enhancement of community safety in Victoria.
- 1.3. All individuals within the organisations will work in a cooperative, collaborative, professional and expeditious manner in the performance of their respective roles.

- 1.4. If a matter is not specifically dealt with in the MOU the parties will discuss the matter and resolve any issues in a timely manner in accordance with the principles established in the MOU.

2. COMMENCEMENT

The MOU will commence and be effective from the date of execution by the parties and will remain in force until such date as a party withdraws from the MOU in accordance with clause 15 or after 5 years whichever occurs first.

3. THE VIT

- 3.1. The VIT is an independent regulatory body responsible for registering and regulating members of the teaching profession in Victoria in accordance with Part 2.6 of the *Education and Training Reform Act 2006* ('Act').
- 3.2. The VIT is responsible for:
 - (a) ensuring that only qualified and suitable people are registered as teachers or early childhood teachers , including by arranging police record checks on applicants for registration, and if registration is granted, conducting police record checks at regular intervals during the period of registration;
 - (b) working with teachers to develop appropriate standards of professional practice;
 - (c) supporting teachers in their first year of teaching with a structured induction program;
 - (d) approving and accrediting pre-service teacher education courses;
 - (e) investigating the conduct, competence and fitness to teach of registered teachers and imposing sanctions where appropriate;
 - (f) investigating and taking action in relation to registered teachers that are convicted or found guilty of indictable offences; and
 - (g) taking action (including suspension and/or cancellation of registration) in relation to registered teachers that are charged, convicted or found guilty of a sexual offence.
- 3.3. Pursuant to s2.6.3(1A) of the Act the VIT when performing any regulatory function set out in the Act it must consider the wellbeing and safety of children, including by taking into account community expectations.
- 3.4. The VIT is a regulator as defined by section 3 *Child Wellbeing and Safety Act 2005*.

4. THE VRQA

- 4.1. The VRQA is the independent statutory body established under Part 4.2 of the Act whose functions include the registration and regulation of registered schools and non-school senior secondary providers in accordance with Part 4.3 of the Act.
- 4.2. In relation to this function, the VRQA is responsible for ensuring the prescribed minimum standards for registration under the Act are met by registered schools and non-school senior secondary providers.
- 4.3. The prescribed minimum standards include:
 - (a) the requirement that all teachers employed by a school be registered under Part 2.6 of the Act or be granted permission to teach under Division 4 of that Part and comply with any condition, limitation or restriction of that registration or permission to teach);
 - (b) the requirement that a registered school ensure the care, safety and welfare of all students attending the school is in accordance with any applicable State or Commonwealth laws; and
 - (c) the requirement that all schools comply with Ministerial Order No. 870 – Child Safe Standards – managing the risk of child abuse in schools.
- 4.4. The VRQA is a regulator and a relevant entity under the *Child Wellbeing and Safety Act 2005*.

5. SCOPE AND AREAS OF COLLABORATION

The scope and areas of collaboration of the MOU are detailed in Schedule 1.

6. OBLIGATIONS OF THE PARTIES

- 6.1. The parties agree to:
 - (a) work collaboratively, cooperatively and transparently in fulfilling their obligations under the MOU;
 - (b) do everything required or necessarily intended by the MOU within the specified or intended timeframes; and
 - (c) undertake all best endeavours to act consistently with the terms of the MOU.
- 6.2. If one of the parties considers there are important reasons why it cannot act consistently with the terms of the MOU in accordance with clause 7.1 (c) the authorised officer from that party must immediately inform the authorised officer of the other party so that the matter can be discussed.

- 6.3. The MOU is not intended to create legally binding obligations on the parties.
- 6.4. The MOU is not intended to limit or to derogate from the independent discretion of officers of the parties to exercise any function or power.

7. ANNOUNCEMENT AND ACCESSIBILITY OF MOU

8.1 The parties agree that:

- (a) the MOU will be announced at all levels within the respective organisations;
- (b) subject to security exceptions, the MOU will be made available for reference by all officers within the organisations by means of the organisation's intranet sites; and
- (c) the VRQA will make the MOU available to the public generally via its website.

8.2 The parties will put into place internal processes and/or instructions to ensure that officers working on matters between them are familiar with the MOU and will respond accordingly.

8. INFORMATION PRIVACY PRINCIPLES

The parties will comply with the Information Privacy Principles as set out in Schedule 1 of the *Privacy and Data Protection Act 2014* or any subsequent Privacy legislation to the extent that these Principles apply.

9. TIME TO ACT

If the time for a party to do something is not specified in this MOU, the party will do what is required within a reasonable time with regard to the purposes of, and requirements outlined in the MOU.

10. REVIEW

The MOU will be reviewed within twenty four (24) months from the date of commencement or at such time as is mutually agreed by the parties.

11. AMENDMENT

12.1 The MOU and/or its Schedules may be varied from time to time by agreement of the parties.

12.2 A variation pursuant to this clause will be in writing and signed by the parties.

12. NOTICES

- 13.1 Any notices to be given in relation to the MOU will be in writing, addressed to the authorised persons set out in Schedule 2, and sent to the addresses identified in that Schedule.
- 13.2 Notice is taken to be received three (3) days after the date of the notice.

13. DISPUTE RESOLUTION

- 14.1 Any disputes arising from matters set out in the MOU or arising in relation to arrangements established under the MOU will be referred in the first instance to the authorised person/s named in Schedule 2 for resolution.
- 14.2 Where a resolution cannot be reached through the process in clause 14.1 the matter will be brought to the attention of the Director of the VRQA and the Chief Executive Officer of the VIT.

14. WITHDRAWAL FROM MOU

Except in circumstances where a breach of the MOU has occurred, the VRQA or the VIT may, by written notice to the other party, withdraw from the MOU and such notice will take effect one month from the date of that notice, unless the parties to the MOU agree upon an alternative date in writing, or unless the notice to withdraw from the MOU has been rescinded by the originating party.

15. REPRESENTATIVE MEETINGS

- 16.1 Representatives from the parties listed in Schedule 2 will meet quarterly, or more frequently as required.
- 16.2 Matters to be considered at the representative meeting may include:
- (a) any matters covered by the MOU;
 - (b) the scope of the MOU and/or the specific areas of collaboration as listed in Schedule 1;
 - (c) whether the purposes of the MOU are being efficiently and effectively achieved;
 - (d) any case studies or learnings that may assist the parties to achieve regulatory best practice; and
 - (e) Governance.

SIGNED BY



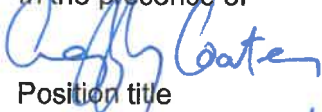
Peter Corcoran
Chief Executive Officer

for and on behalf of
VIT

4/10/19


Date

In the presence of



Position title

Corporate Legal Counsel



Lynn Glover
Director

for and on behalf of
The VRQA

Date

8/10/19

In the presence of



Position title

Principal Lawyer

SCHEDULE 1

AREAS OF COLLABORATION AND COOPERATION

The parties agree that areas of collaboration and cooperation include, but are not limited to:

1. Collaborating in order to achieve each organisations respective functions

- (a) The parties will endeavour to identify opportunities which foster an understanding of each other's functions within relevant sections of their organisations; and
- (b) The parties will endeavour to develop guidance and educative materials and conduct joint information/education sessions for the teaching profession and the broader community.

2. Governing and facilitating information sharing, use and handling

- (a) The parties will provide information in a timely, accurate and efficient manner;
- (b) The parties will agree on a process that enables each to request information from the other as outlined in (a);
- (c) The parties will liaise with each other in relation to registered teachers and schools under investigation; and
- (d) The parties will share information (including personal information) to assist with each other's operations.

3. Cooperating where there is shared investigatory jurisdiction

- (a) If the VIT is conducting an investigation into a registered teacher, and becomes aware that the VRQA has also commenced an investigation into a school at which that teacher is employed, the VIT will liaise with the VRQA to determine if it is appropriate to proceed with its investigation. The parties will co-operate to ensure effective investigation of issues;
- (b) If the VRQA commences an investigation into a school or provider which may involve a registered teacher already under investigation by the VIT, the VIT will provide to the VRQA, upon request, any relevant documentation or information obtained during the course of the VIT's investigation; and

- (c) If the VIT commences an investigation which may involve a registered school already under investigation by the VRQA, the VRQA will provide to the VIT, upon request, any relevant documentation or information obtained during the course of the VRQA's investigation.

4. Facilitating regular and effective reporting

The parties agree to act in accordance with any reporting requirements developed between the parties, along with any other ad hoc reporting requirements that may be established in accordance with the MOU.

5. Principles of information sharing

Where information sharing occurs, it is to be undertaken in a way that achieves an appropriate balance between the competing interests of the community, individuals, relevant agencies and child safety and wellbeing.

On this basis, the following high level principles drive information sharing pursuant to the MOU:

- (a) The organisations must act within the limits of relevant legislation including, but not limited to:
 - (i) *The Education and Training Reform Act 2006;*
 - (ii) *The Children Youth and Families Act 2005;*
 - (iii) *Commission for Children and Young People Act 2012*
 - (iv) *Child Wellbeing and Safety Act 2005*
 - (v) *The Health Records Act 2001;*
 - (vi) *The Working With Children Act 2007*
 - (vii) *The Privacy and Data Protection Act 2014 (and any subsequent Act);*
- (b) The organisations will act in accordance with any information sharing requirements entered into between the parties;
- (c) Open and accountable processes and procedures are required for information sharing;

- (d) Information sharing should be consistent with appropriate minimum privacy standards such as the Information Privacy Principles as referred to in clause 9 of the MOU;
- (e) Procedures need to provide for the security of any confidential information; and
- (f) The parties must share information within the context of information policies, procedures and practices, relevant legislation and privacy principles, including the *Child Safety and Wellbeing Act 2005*.

It is noted that the VRQA has specific information sharing powers contained within Chapter 4 of the *Education and Training Reform Act 2006* which enable the VRQA to share specific information.

SCHEDULE 2

VIT	VRQA
Chief Executive Officer	Chief Executive Officer
	Manager Governance and Corporate Services
	Principal Lawyer
	Senior Communications Officer