# PARTNERSHIP AGREEMENT

**BEST START**

[INSERT BEST START LOCATION]

# Fund Holder

The Best Start Fund Holder for this Partnership is [insert fund holder name].

The manager of this project at the Fund Holder is [insert name of most senior person responsible for Best Start at the fund holder]. Telephone: [insert contact number]. Email: [insert email address].

The Fund Holder engages the Best Start Facilitator on behalf of the Best Start Partnership.

# Acknowledgment of traditional people

The [insert location] Best Start Partnership acknowledges the [insert traditional owners of the land upon which the partnership is based] community as the first owners of this country. We recognise the important ongoing role that all Aboriginal people have in our community.

# Aboriginal Cultural Beliefs

The Aboriginal cultural qualities that have been identified in Best Start and reaffirmed as part of the new policy are:

* Our children are our present and our future
* Our children have access to good health, wellbeing and education programs so that they will be empowered to achieve their full potential
* Our children have a right to an education that strengthens their culture and identity
* Our children have the right to live in communities that are safe and free from violence
* Our children have the right to identify as Aboriginal Australians, to be proud of our history, cultural beliefs and practices
* Our children have the right to maintain connection to their land and country
* Our children have the right to maintain their strong kinship ties and social obligations
* Our children have a strong contribution to make to enrich the Aboriginal community and as member of the wider community
* Our children have a right to be taught our heritage by our Elders
* Our children should be taught to respect their Elders

# Preamble

This Partnership Agreement is legally non-binding and provides the framework and conditions under which organisations agree to work together to improve the lives of young children and families through direct service delivery, social support funding, policy development, and advocacy to address the needs of vulnerable and disadvantaged communities.

The Partnership Agreement acknowledges the work and contributions of all Partners, and constitutes a commitment to place the learning, health and development of young children, particularly those in greatest need, at the centre of individual organisation planning and service delivery priorities.

This Agreement is entered into by all in good faith and is not intended to create or in any way represent a legal relationship or obligation between Partners.

# Vision

***Communities work together in partnership to improve the learning, health development outcomes of young children and their families, particularly those in greatest need.***

The Partners to this Agreement will work together to achieve this vision.

The Partners to this Agreement acknowledge and will take an active role to promote the universal rights of all children as declared within international, national, state and local conventions, regulations, statutes and policies.

# Geographic Focus of Partnership

[Provide details of the geographic focus of the partnership]

# Purpose of Agreement

This Partnership Agreement outlines shared accountabilities and commitments of signatory organisations and their nominated representatives in working together and within the Best Start Policy and Guidelines to contribute to and implement the agreed strategic actions of the [insert partnership name] Partnership.

# Partnership Agreement Terms and Conditions

The Parties to this Agreement acknowledge and accept the shared values, guiding principles and framework set out in the Best Start Policy and Guidelines.

Parties acknowledge their interdependence in achieving the goals of Best Start and are committed to working through an effective Partnership process including identifying areas where Partnership success is most likely, and identifying and lessening barriers to working collaboratively.

Parties also recognise and accept the autonomy of each individual Partner organisation and each other’s areas of exclusive jurisdiction. They acknowledge that some goals in specific areas may be best accomplished by working independently of each other.

This Agreement does not constitute the creation of a legal entity nor does it provide the basis under which contractual obligations can be entered into.

The Agreement is not intended to supersede or alter any existing statutory requirements or contractual obligations that may exist between Partners, other organisations, or external funding bodies.

Partners acknowledge that this Agreement and the Best Start Partnership does not constitute a Local Government Committee or Advisory Body as defined under Section 86 of the Local Government Act, or is in any way empowered to represent the [insert LGA name], the Department of Education and Training, or any individual Partner organisations.

# Responsibilities of Partners

Members of the Best Start Partnership share responsibility and are accountable for the work of the Partnership in working toward the outcomes as specified in Schedule 1 of this Agreement and the Best Start Policy and Guidelines.

The Parties to this Agreement are committed to working collaboratively to:

* take responsibility for the interests of all children, especially all Aboriginal children and children experiencing vulnerability, to access the key universal platforms of kindergarten and MCH services, and targeted services like Department of Education and Training funded Supported Playgroups
* work in a culturally inclusive manner with Aboriginal communities
* define and agree on the barriers and needs for their Best Start site that align with the Best Start vision, key directions, outcomes and the site’s area/s of focus.
* develop a logic model and devise strategies and actions to test through Plan Do Study Act cycles, and engage in improvement cycles to achieve Best Start outcomes
* monitor and report on progress regularly so that improvements can be made to their Best Start strategies and actions
* prepare, develop and endorse all reports in line with the Department’s requirements. See ‘Reporting’ on pages 30-31 of the Best Start Policy and Guidelines and Schedule 2 of this Agreement.

# Governance Responsibilities

The Parties to this Agreement acknowledge the mutual obligations and responsibilities that exist in relation to the governance of the Best Start Partnership.

Best Start Partnerships must establish and meet the following governance requirements:

* A Partnership Agreement must be in place and approved by the relevant regional director.
* A chairperson must be appointed or elected for a specified period of time as outlined in the Best Start Partnership Agreement.
* New Partners must be provided with a comprehensive orientation.
* In Partnership meetings, Partnership member representatives must hold sufficient delegated authority to make decisions and commitments on behalf of their organisation.
* Best Start Partnership members have a shared responsibility for the implementation of Best Start program strategies, with a view to achieving service system change within their own organisation, across the Partnership and more broadly. Working groups with a wider membership than the core Best Start Partners may be established to address specific outcomes.
* Partnership agreements should be reviewed annually and updated every four years, in line with renegotiating Department funding and the service agreement with the Best Start site’s fund holder. For more information about fund holder roles and responsibilities and funding and services agreements, see page 15 of the Best Start Policy and Guidelines.
* A local Partnership may revisit their Partnership Agreement on a more regular basis, particularly if there are significant changes in the policy or service context.
* Where the Best Start Partnership is part of a larger local early years network, Best Start business, strategies and reporting must appear as a regular agenda item with a clear line of sight to Best Start outcomes and the Best Start improvement approach.

# Participation and Representation by Partners

The Partnership Group will comprise the nominated representative of each of the Partners identified by this Agreement.

Organisations that are not signatories to this Partnership Agreement are not eligible to participate in meetings of the Partnership Group, unless invited to do so by the Chairperson through the Best Start Facilitator on behalf of the Partnership Group.

Organisations that are not signatories to this Partnership Agreement are eligible to participate in sub-committees and working groups of the Partnership.

The Fund Holder, the Best Start Facilitator and the sub-committees/working groups will all report to the Partnership Group.

Participation of members in Partnership meetings will be based on the following:

1. The nominated representatives of Partners at meetings of the Partnership Group should have delegated authority to make decisions and commitments on behalf of the organisation they represent
2. The delegated authority to make decisions and commitments on behalf of the organisation or their nominated delegate (or in the absence of the nominated delegate another authorised proxy) of each Partner shall be the voting representative and the primary point of liaison between the Partnership and the individual member organisation
3. Parties to the Agreement shall notify the Chairperson via the Facilitator of the authorised representative or delegate that will represent their organisation on the Partnership Group, and any changes to the representation of their organisation on the Partnership that may occur from time-to-time
4. Votes will only be allowed if absent or by proxy on behalf of another organisation if that vote is submitted to the Chairperson in writing prior to the meeting
5. Partners will be responsible to advise the Chairperson or representative of the Fund Holder of any matters that may constitute a potential or actual conflict of interest. In the event a conflict of interest exists, the representatives of the Partner organisation involved will not be permitted to participate in any decision making process requiring a vote that may involve the organisation
6. While accepting that the Partnership does not constitute a legally incorporated body, members of the Partnership Agreement are at all times required to exercise the fiduciary duties of a governing body
7. It is expected that the nominated representatives of Partners will attend at least [xx insert required number] meetings of the Partnership Group each year
8. The Partnership Group shall adopt the policies and procedures necessary to fulfil its role and responsibilities
9. The nominated representative of each Partner will be responsible to ensure matters relating to the Partnership are appropriately communicated and promoted within their organisation and key personnel are appropriately informed about strategic decisions that may impact on their organisation, including maintaining confidentiality
10. All signatories agree not to use, apply, disclose, publish or release any information marked ‘Confidential’ without the prior express approval of the other signatories, which will not be unreasonably withheld
11. The nominated representative of each Partner will be responsible to ensure they secure a clear mandate to make decisions about Partnership activities on behalf of their organisation and sector
12. Ensure that contributions agreed by individual agencies towards Partnership actions are implemented.

# Fund Holder Responsibility

The Best Start Guidelines require that each Best Start Partnership appoint a Fund Holder.

The fund holder is responsible for:

* providing sound financial systems that ensure money is managed and spent in line with the funding and service agreement and the guidance of the local Best Start Partnership
* employing the Best Start facilitator and providing their professional support
* ensuring spending represents value for money
* ensuring Best Start reporting requirements, as outlined in these guidelines and any subsequent amendments, are adhered to, noting it is the responsibility of the Partnership to develop and endorse these reports

The fund holder is accountable to the Best Start Partnership and to the Department for appropriate management of funds and for clear and transparent reporting against expenditure.

More information on the Fund Holder’s roles and responsibilities is found on page 15 of the Best Start Policy and Guidelines.

# Sub-committees and Working Groups

The Parties to this Agreement will convene such sub-committees and working groups that may be necessary to facilitate achieving the aims and objectives of the Partnership and the implementation of the improvement approach as per the Best Start Policy and Guidelines.

All sub-committees and working groups formed under this Agreement are to be defined by documented Terms of Reference which clearly sets out the purpose and extent of authority which has been delegated to the sub-committee or working group. The Terms of Reference and recommendations of sub-committees and working groups remain at all times subject to ratification and review by the Partnership Group.

Sub-committees or working groups will appoint a Convenor from among members who will be responsible for managing the business of the sub-committee or working group and ensure reports are provided to the Partnership Group.

Regular reports on the activities of sub-committees and working groups are to be presented to the Partnership Group.

The Partnership structure for this location is found in Schedule 4.

# Partnership Meetings

The Facilitator is responsible for convening and providing notice of all meetings of the Partnership Group, and any sub-committees and/or working groups or as otherwise agreed by the Partnership Group.

An annual schedule of meetings will be determined by the members of the Partnership Group and will reflect as far as is possible appropriate frequency of meetings per year, a suitable meeting time and location that is most convenient and culturally inclusive to facilitate participation by the majority of members.

Additional meetings of the Partnership Group will be convened as may be required, ensuring notice of at least one week is provided to all parties in advance of any extraordinary meetings being called.

In the absence of the Chairperson, meetings of the Partnership Group will be chaired by a member appointed by agreement from among Partner representatives present at the meeting.

The role of the Chairperson will include the following responsibilities:

1. Ensure the business of the Partnership is conducted in accordance with the aims and objectives of the Best Start Policy and Guidelines
2. Manage Partnership Group meetings and facilitate open discussion
3. Through the support of the Facilitator, extend invitations to non-Partner representatives and guests to attend meetings when required or requested by members of the Partnership Group
4. Review and approve draft minutes prior to distribution
5. Ensure that the issues and interests of stakeholders are representatives are fairly and equitably represented
6. Ensure proposed Plan Do Study Act cycles are clearly understood by Partnership member(s) participating in the work.

# Managing Differences

Parties to this Agreement acknowledge that they have legitimate differences in governance, roles and responsibilities.

The Parties agree to work constructively to honour the terms of the Agreement. The Parties acknowledge that this Agreement does not create, and is not to be construed as creating, a legally binding and enforceable contract.

Partners will ensure that the decisions and strategic actions approved by the Partnership will be conducted in the best interests of children and families experiencing vulnerability and all Aboriginal children and families in [insert LGA].

Parties will undertake responsibility to ensure that the statutory requirements, policies and fiduciary responsibilities of Local Government, funding agencies or individual Partners are not compromised or result in any damage or loss to the reputations of the parties involved.

Parties agree that in the event of a Partner stating that one or more undertakings in the Agreement are not being fulfilled, Parties will endeavour to ensure that the undertaking is satisfied or that an alternative solution is agreed upon.

Any dispute between the parties will be identified and acted upon at the earliest possible opportunity. Disputes will in the first instance be dealt with by the designated manager from each agency, who will meet with the aim of reaching a resolution. If the matter cannot be resolved an independent mediator may be engaged by either party to resolve the matter. The cost of the mediator will be divided equally between the parties.

# Media Contact and Community Information

The Fund Holder will be the key contact for all media enquiries and distribution of information to the community about the Best Start Partnership.

Non-authorised members of the Partnership shall not be permitted to discuss the business of the Partnership with the media and will be required to direct any media enquiries to the nominated representative of the Fund Holder.

Contact with and information provided to the media, including newspapers, radio and television will be endorsed by the Partnership and issued by the Fund Holder. Ratification by respective individual Partner organisations will be required if media releases involve their organisation.

# Evaluation and Review

The Agreement and Logic Model will be reviewed annually with regard to progress made by the Parties in respect of achieving the agreed outcomes and relevance of the Logic Model in response to emerging data or community trends.

# Variation of Agreement

The Agreement may be amended at any time by agreement in writing by all the Parties and under terms and conditions as agreed by all the Parties.

A Party to the Agreement may terminate their participation in the Partnership at any time by submitting written notification to the Chairperson.

It is expected that the Partnership will continue to expand to include new organisations that share a common interest and commitment to the objectives and outcomes of the Best Start program as per the Best Start Policy and Guidelines.

Subject to the approval and consent of existing Parties, new organisations may be invited or formally apply for membership to the Partnership and this Agreement amended accordingly.

# Term of Agreement

The Agreement will commence from the date of endorsement by each of the Parties, and will continue in force until such time that funding agreements that support the objectives of the Best Start program are withdrawn, or as agreed in writing by the Parties, or another Agreement is created that supersedes this document.

# Agreement Endorsement

Under Best Start Policy and Guidelines this Partnership Agreement is required to be formally signed off by the Regional Directors of the Department of Education and Training, along with the authorised representatives of each Partner agency.

This is an acknowledgment of the important role of the Partnership and demonstrates the strategic commitment to the Best Start Partnership of each of the Partner agencies involved. It also ensures that appropriate representation and accountability structures are in place for each of the Partner organisations and relevant constituents.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Organisation** | **Authorised Signatory** | **Position** | **Signature** | **Date** |
| DET [insert DET region] |  |  |  |  |
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# Schedule 1: Best Start Outcomes

The following outcomes have been established to monitor progress of the Best Start project.

From July 2015, all sites to include the outcome:

*Children engage and participate in early childhood education (e.g. kindergarten and supported playgroups)*

From July 2016, all sites to include the outcome:

*Children and families actively engage with MCH services, attending key ages and stages visits*

A third outcome will only be selected by the Partnership from the two optional outcomes below and it must be demonstrated that there is capacity to undertake an additional outcome, and is supported by data that identifies this as a current area of need or gap at the Best Start location. Prior to proceeding work around ‘taking on’ a third outcome, this must be negotiated and approved by the Department.

The two optional outcomes are:

*Children acquire literacy and numeracy skills through active participation in their education*

and

*Early childhood services provide an engaging environment for children and families experiencing vulnerability.*

# Schedule 2: Best Start Reporting Schedule

## Quarterly progress reports

|  |  |
| --- | --- |
| Report type | More information |
| Quarterly reports | To encourage active data monitoring, and to support implementation of the strategies and accountability, partnerships submit short quarterly progress reports to the Department.  Quarterly reports incorporate dashboard data (faster moving data) that focuses on short-term outcomes, PDSAs and other relevant information. |
| PDSA reports | To complete the quarterly report, Best Start facilitators collate information from PDSA activity completed during the reporting period. There is no minimum or maximum number of reports required, as the number of PDSA cycles will be determined by what is appropriate for the change ideas being tested at each partnership.  Individual PDSA templates and a template for collating PDSA activity are at **www.beststart.vic.gov.au** |

## Timelines and responsibilities

|  |  |  |  |
| --- | --- | --- | --- |
| Report | Responsibility | Reporting period | Report due |
| Quarterly report | Partnership prepares and submits to fund holder for endorsement.  Fund holder submits to the regional representative of the Department. | Q1: 1 July–30 September | 31 October |
| Q2: 1 October–31 December | 31 January |
| Q3: 1 January–31 March | 30 April |
| Q4: 1 April–30 June | 31 July |
| PDSA report | Person implementing the PDSA submits the report to the Best Start facilitator. | Ongoing | Quarterly, regardless of which stage of the cycle |

## The annual report

The partnership produces the annual report after the annual review is complete. The report includes:

* data related to the short-term and Best Start (medium-term) outcomes obtained through the data dashboard.
* a summary of PDSA actions
* reflections from the partnership about progress and governance
* financial reports.

## Timelines and responsibilities

|  |  |  |  |
| --- | --- | --- | --- |
| Report | Responsibility | Reporting period | Report due |
| Annual report | Partnership prepares and submits to fund holder for endorsement.  Fund holder submits to the Department regional representative. | 1 July–30 June | 31 October |

# Schedule 3: Nominated Partnership Representatives

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| --- | --- | --- | --- | --- |
| **Organisation** | **Name** | **Title** | **Phone** | **Email** |
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# Schedule 4: [Insert Partnership name] Partnership Structure

(e.g. Outline any working groups or sub-committees – their name, purpose and who is participating in this group)

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| **Chairperson name** |  | | |
| **Title** |  | | |
| **Organisation** |  | | |
| **Signed** |  | **Date** |  |
|  | | | |
| **DET representative name** |  | | |
| **Title** |  | | |
| **Signed** |  | **Date** |  |