

Statement of: **GILL CALLISTER**

Address: 2 Treasury Place, East Melbourne in the State of Victoria

Occupation: Secretary of the Department of Education and Training

Date: 27 June 2017

I, **GILL CALLISTER**, of 2 Treasury Place, East Melbourne in the state of Victoria, affirm:

### Introduction

1. I commenced as Secretary to the Department of Education (**Department or DET**) in January 2015. As Secretary, I am directly responsible for the management of the Department. I manage a \$12 billion budget and lead over 65,000 staff in government schools and 2,500 corporate staff.

### Parkville College

2. By way of background:
  - (a) Parkville College was established in 2013 as a specialist Government school that provides education to children and young people who are, or have been, detained in custody.
  - (b) The College has four campuses: Parkville Campus, Malmsbury Campus, Maribyrnong Campus and Ascot Vale Campus – each of which are within a Youth Justice Precinct or a Secure Welfare Unit. These premises are owned and operated by the Department of Health and Human Services (**DHHS**) or the Department of Justice and Regulation (**DJR**).
  - (c) The students who are detained in custody are within the care of the DOJR, or DHHS.
  - (d) On 6 February 2017, responsibility for youth justice was transferred from DHHS to DJR. However, DHHS maintains responsibility for children and young people who are detained in a secure welfare unit.

### **Brendan Murray (Former Executive Principal of Parkville College)**

3. Mr Murray was appointed Executive Principal of Parkville College on 27 May 2013 and was involved in the establishment of the College. An “Executive Principal” is a position designated by me, as the Secretary, pursuant to the *Education, Training and Reform Act 2006 (Vic) (ETR Act)*.
4. The Executive Principal at Parkville College is responsible for the overall management and development of the College. Specifically, the Executive Principal is required to ensure the delivery of a comprehensive “Integrated Education Program”. The program incorporates vocational education and training, and wellbeing and transition programs, such as Vocational Education and Training (VET), Victorian Certificate of Applied Learning (VCAL) and Victorian Certificate of Education (VCE). The Executive Principal sits on the School Council as Executive Officer of the School Council and has the role of implementing decisions made by the School Council.
5. During my time as Secretary of both DHHS and DET, I have dealt personally with Mr Murray on a number of occasions. For example, when first at DET, Mr Murray initiated contact with me in relation to his then concerns about the regional administration and the budget of Parkville College. I also have attended the College for the purposes of a graduation in relation to a number of teachers who had attended a leadership course. In December 2016, I invited Mr Murray to attend the Education State in Schools Forum. The purpose of the Forum was to get stakeholder input on the progress of a wide range of initiatives. Mr Murray was invited because of his specialist knowledge and experience in working with challenging and vulnerable children. Mr Murray subsequently emailed me and my colleagues within the Department and applauded the positive cultural change created by the DET leadership team. Mr Murray was a dedicated principal who has made a real contribution to Victoria’s youth justice system.

Now produced and shown to me and marked “GC-1” is a copy of Mr Murray’s email dated 6 December 2016.

### **Governance of Parkville College**

6. The organisational structure of Parkville College is focused on acting in the best interests of students, and enhancing their education opportunities. The structure is directed to working towards the student and student growth, through purposeful,



influential and respectful relationships. This is reflected in the organisational chart which is non-hierarchical.

Now produced and shown to me and marked “GC-2” is a copy of the 2017 Organisational Chart for Parkville College.

7. The governance arrangements for the College are carried out by the Department, DJR/DHHS, the Parkville College School Council, the Commissioner for Children and Young People, and the Executive Principal. From 2017 the governance of the College has included the Executive Consultancy Group, which is a specialist panel of experts in five areas of education: physical, aesthetic, ethical, intellectual and cultural. The vision set by the School Council is that Parkville students are supported to create better lives for themselves through access to inclusive education.

#### **Educational services provided by Parkville College**

8. Parkville College’s operating model is unique due to where it exists within the school system. Class sizes are small and the learning is intensive and hands-on to ensure that students are engaged.
9. As indicated above, Parkville College offers a range of VET, VCAL and VCE subjects. VET provides an opportunity for schools, training institutes and industry to work together to prepare students for employment and further training. VET subjects and units offered at Parkville College are fully accredited through Melbourne Polytechnic. The VET units offered at Parkville College include Certificate III in Fitness; Certificate II in Kitchen Operations; Certificate II in Music; and Certificate II in Building and Construction (Carpentry).
10. The majority of students at Parkville College undertake the VCAL. VCAL gives students practical, work-related experience and a qualification that is recognised by TAFE institutes and employers. The structure of VCAL allows Parkville College to include many of the activities and programs that students participate in toward the completion of VCAL units.
11. The well-being and transition programs are delivered through the Parkville College Model (**Model**). The Model is a targeted therapeutic (trauma-informed) approach for the care and development of students. The Model seeks to maximise student achievement and growth through building teacher and staff capacity to maximise that achievement and growth.

## Parkville College Budget

12. Parkville College's confirmed budget for 2017 is \$15.9 million. The funding model is unique within the Victorian Government System and matches the College's provision model of 52 weeks a year, on weekends and during school holidays in accordance with the provision model endorsed by the former Minister for Education.
13. The base funding for Parkville College (Student Resource Package (**SRP**)) is calculated using the standard DET formula, however given the unique circumstances of the College, a loading has been added taking into account the nature of the students attending the school as well as fluctuating enrolment numbers.
14. From about 2014, Parkville College accumulated a significant operating deficit and in 2015, DET commissioned an independent review to understand the drivers of the deficit.
15. To develop a sustainable funding and service model for Parkville College (taking into account its unique circumstances), in 2016 the Regional Service Group within DET led a short term project in partnership with DHHS and Parkville College. In August 2016, the working group for this project met on two occasions. The working group included Mr Murray together with other senior Department employees.
16. In September 2016, the 2017 Indicative SRP budget released to Mr Murray (as Executive Principal of Parkville College) included additional funding of \$4.1 million which matched an increase in the deemed enrolment level for the college and adjustment for the unique operating model (52 weeks/year and weekends). At this time, it was acknowledged a further review would be conducted of the Program for Students with Disabilities (**PSD**) Funding allocation.
17. On 24 November 2016, the DET Budget and Financial Management Committee approved funding to remove Parkville College's past operating debt of \$7.59 million. On 9 January 2017, this was communicated to the School Council President of Parkville College and Mr Murray. At the same time, both the School Council President and Mr Murray were informed that an additional \$5.7 million would be provided to the school as additional PSD funding. This additional funding was confirmed for the 2017 calendar year.



18. As is clear from the above, Mr Murray was actively involved in the actions taken to rebuild the Parkville College budget in 2015 and 2016 and he was advised on the outcome in November 2016. Any assertion by Mr Murray to this Committee that there was any connection with the actions taken by DET in relation to Parkville College's budget and debt and the circumstances of Mr Murray's departure as Executive Principal is, on these facts, wrong.

#### **Parkville Youth Justice Facility 12 - 13 November 2016**

19. As the Committee is aware, on 12 and 13 November 2016, there was an incident at Parkville Youth Justice Centre. This resulted in damage to the Centre (including some teaching and staff spaces, which could not be used) and the loss of 60 secure bedrooms.
20. Lockdowns were implemented after the incident on 12-13 November. Notwithstanding this, students were not prevented from accessing outreach teaching and learning provided by Parkville College staff. Parkville College staff make every effort to engage students in learning. In the aftermath of the incident, staff contacted students individually on the unit or through the door of their cells.

#### **Grevillea Unit established as a Youth Justice Centre**

21. On 17 November 2016, Orders in Council were made gazetting the Grevillea Unit Youth Justice Precinct (**Grevillea Unit**) as a remand and youth justice centre. From 21 November 2016, students of Parkville College were transferred to the Grevillea Unit.
22. This was unchartered and there were a number of issues that the Department needed to resolve, including:
- (a) what services the Department could provide to the children and young people at the Grevillea Unit – could the model provided at Parkville College be replicated at the Grevillea Unit;
  - (b) could the Grevillea Unit be registered by the Victorian Registration and Qualification Authority (**VRQA**) (it is an offence under the ETR Act to operate a school without being registered by the VRQA); and
  - (c) if the Grevillea Unit could not be registered quickly by VRQA, what was the significance of this for the students – could the students complete their

certificates, and would any education undertaken at the Grevillea Unit be recognised as prior learning for the purpose of obtaining their certificates.

23. It was necessary for me to obtain advice and work through these issues.

#### **Memorandum of Understanding between DHHS and DET**

24. On 28 November 2016, I wrote to the Secretary of DHHS and proposed an arrangement for the children and young persons at Grevillea to access education and learning opportunities.
25. The proposed arrangement imposed the following obligations on DET:
- (a) to provide staff to attend Grevillea to provide instruction to the students in the eight key learning areas, based on Parkville College's trauma-informed practice, for at least 25 hours per week, and some hours on weekends;
  - (b) that DET staff would follow any reasonable instruction given by DHHS staff, provided such instruction was not inconsistent with the existing obligations as DET employees;
  - (c) to provide all teaching materials and necessary equipment for educational instruction at Grevillea;
  - (d) to work with DHHS to seek to achieve and implement the minimum standards of school registration required under the ETR Act requirements.
26. On 28 November 2016, I received the Secretary's agreement to the terms of the proposed arrangement.

Now produced to me and marked "GC-3" is a copy of my letter to Ms Kym Peake, Secretary, DHHS dated 28 November 2016 as signed by Ms Peake.

27. My letter of 28 November 2016 foreshadowed that we would seek to document a more detailed Memorandum of Understanding (**MOU**) by 9 December 2016. The purpose of entering into a formal MOU was to set out the nature of the educational services that could be provided at Grevillea. It was appropriate as a matter of good governance to set out in writing each Department's responsibilities and obligations so it was clear to all staff involved precisely what was expected of them, and how the arrangement was to work in practice.



28. I have recently been informed that on 29 November 2016, Mr Murray sent a number of emails to DET senior staff that confirmed that Parkville College staff were delivering education programs in accordance with my letter to the Secretary, DHHS and further stated that education programs were in full swing.

Now produced to me and marked "GC-4" is a copy an email chain dated 29 November 2016 between Brendan Murray and senior DET staff.

29. On 9 December 2016, I reviewed a draft MOU. The MOU required DET to deliver the Services, and where possible, to do so in accordance with the Victorian Government curriculum requirements. The "Services" were defined in the MOU to mean:

*"the delivery of instruction and education to Recipients [all clients of DHHS] at the Grevillea Unit in the eight key learning areas specified in Schedule 1 of the Education Training Reform Act 2006 (being English, mathematics, sciences, humanities and social sciences, the arts, languages, health and physical education, and information and communication technology, and design and technology), consistent with the program operated by Parkville College modified to the extent necessary given the operational requirements of the Grevillea Unit, including the delivery as a senior secondary provider."*

30. The MOU imposed twenty-two further obligations on DET, a number of which incorporated the definition of "Services". Before I signed the MOU I needed to be confident that DET could deliver the "Services" as defined in the MOU.

### **Execution of MOU**

31. On Friday 9 December 2016, I chaired a meeting at DET with DET program staff and DET lawyers to discuss the final version of the proposed MOU between me and the Secretary, DHHS to provide education services at the Grevillea Unit. I ended the meeting with in-principle agreement about the MOU, but I stated this was all dependent on receiving advice from Mr Murray (as Principal of Parkville College) that what was detailed in the MOU could be delivered "on the ground".
32. Stephen Fraser, Executive Director, Implementation Division and I then went to my open office area and called Mr Murray using the speaker on a mobile-phone.
33. The reason I rang Mr Murray was to consult with him about the educational services that could be delivered at Grevillea (More specifically, I rang him to ask about

whether the services under the MOU could be provided). The phone call was not under the "guise" of the MOU as Mr Murray has suggested in his evidence to this Committee.

34. While it was evident that the environment at Grevillea was not ideal, Mr Murray gave me a clear assurance that the educational services could be delivered to a certain level.
35. Mr Murray told me that he had moved the same educators down there [to the Grevillea Unit] because the relationships between the teachers and the young students were very important. He emphasised that even though Grevillea was not a school, the teaching wouldn't change. He said that a number of the tools normally used for VCAL courses could not be used for Grevillea, but literacy, numeracy, art, music, PE and legal could all be provided. I asked him what was more limited. He told me that "for example, landscaping, engineering and graphic design could not currently be delivered".
36. Mr Murray told me that on some days, delivering education in Malmsbury could be more restrictive than delivering education in Grevillea. He assured me that we would be able to deliver "the full VCAL in that environment" eventually. While it was clear that it was a challenging environment, he said "they" (the Parkville providers) would "be there" (at Grevillea) and that I could "have confidence" that the services could be delivered.
37. During the conversation we also discussed whether Parkville College's registration could be extended to Grevillea for the purposes of Recognition of Prior Learning (RPL). None of us had the immediate answer and Mr Fraser undertook to explore this further during the weekend.
38. Mr Murray also spoke about the teachers at Parkville College being able to use a local Government primary school that was close to the Grevillea site as a base. I understood Mr Murray to be pro-actively arranging the Lara Primary School for this purpose. Mr Murray was clearly using his initiative to ensure that educational services could be provided having regard to the circumstances.
39. This issue of RPL was subsequently resolved. On 3 March 2017, I wrote to the Secretary, DHHS identifying that RPL could be provided in relation to some educational services provided at Grevillea. Accordingly, Mr Murray's position that RPL could not be provided under the ETR Act is factually incorrect.



Now produced to me and marked "GC-5" is a copy of a letter from me to Ms Kym Peake, Secretary, DHHS dated 3 March 2017.

40. Following the assurances from Mr Murray on Friday 9 December 2016 that DET could deliver the "Services" at the Grevillea Unit, I signed the MOU on Monday 12 December 2016.

Now produced to me and marked "GC-6" is a copy of the Memorandum of Understanding signed by me and Ms Kym Peake, Secretary, DHHS dated 12 December 2016.

41. On 28 December 2016, the Court of Appeal dismissed the State's appeal against Justice Garde's orders, discussed below. The effect of the Court of Appeal's decision was that the orders made on 17 November 2016 were invalid.

42. On 29 December 2016, new Orders in Council were made establishing the Grevillea Unit as a youth justice centre. Following the announcement of those Orders, on 30 December 2016, the Secretary, DHHS and I signed an Amended Memorandum of Understanding to reflect the amended Orders (**Amended MOU**). The Amended MOU did not affect the Services delivered by DET to the children and young persons at Grevillea.

Now produced to me and marked "GC-7" is a copy of the Amended Memorandum of Understanding signed by me and Ms Kym Peake, Secretary, DHHS dated 30 December 2016.

### **Mr Murray's evidence in the Supreme Court in December 2016**

43. On Monday 12 December 2016 the hearing of *Certain Children by their Litigation Guardian Sister Marie Brigid Arthur v Minister for Families and Children & Ors* commenced before Justice Garde in the Supreme Court. It is my understanding that:
- (a) On 3 December 2016, the Plaintiff's lawyers (the Human Rights Law Centre (**HRLC**)) had sent Mr Murray a draft subpoena. Mr Murray forwarded a copy of the subpoena to Kathryn Johnson, DET Legal Counsel and to Mr Fraser. DET had no issue with Mr Murray giving evidence and arranged for Mr Murray to be supported. Ms Johnson arranged a teleconference between Mr Murray, the Victorian Government Solicitor's Office and DET Legal on 5 December 2016. On 7 December 2016, Mr Murray was served with a subpoena of that date.

- (b) On Saturday 10 December 2016, the Plaintiff's lawyers sent Mr Murray a proof of evidence. On the morning of Monday 12 December 2016, Mr Murray emailed an amended copy of the proof of evidence to the Plaintiff's lawyers. Mr Murray did not advise DET nor did he seek any advice or support from DET or its lawyers in relation to the proof of evidence.
- (c) On 12 December 2016, Mr Murray attended the Supreme Court hearing in answer to the subpoena issued by the Plaintiffs and gave evidence. Mr Murray did not swear or affirm a written affidavit. Ms Erica Capuzza, a lawyer from DET, attended to provide Mr Murray support. (Once Mr Murray gave his evidence, DET's view was that Mr Murray's obligations under the subpoena had now ended).
- (d) On 21 December 2016, Mr Murray was on leave.
- (e) At 10.55 am on 21 December 2016, Mr Murray had received an email from Simon Lenten, Director of Strategy and Services at Parkville College, which forwarded an email from James McCann (DHHS) entitled "Client Movement Panel – meeting 21 December 2016" (the Email). The Email contained the names and details of 19 children in detention. The Client Movement Panel document is a DHHS document and DET does not prepare or have any role in determining client movements.
- (f) At around 11.00 am on 21 December 2016, Justice Garde ordered that the Orders in Council made on 17 December 2016 were invalid and of no effect. The Defendants through the Solicitor-General sought a stay of his Honour's orders while the State sought leave to appeal, on the basis there was no alternative accommodation for the children and young people at GreVILLEA.
- (g) At 12.00 pm Mr Murray forwarded the Email to Ms Barson (solicitor at the HRLC). Mr Murray did not speak to anyone in DET (including the DET's lawyers) before forwarding the Email. Mr Murray later deleted the email he sent to the Human Rights Legal Centre, which forwarded the 21 December 2016 email.
- (h) At approximately 12.40 pm Mr Murray contacted Mr Fraser. Mr Fraser went to the Court to support Mr Murray, as did Ms Capuzza.



- (i) Mr Ian Lanyon, Director of Secure Services, DHHS was responsible for deciding the movement of DHHS clients within Secure Services; that is, where each detained child and young person would be accommodated. From 12.05 pm, Mr Lanyon gave evidence (through a 17 page written affidavit affirmed on 20 December 2016 and orally) to the effect that, at that time, there were no alternative options available for the children and young people who were detained in the Grevillea Unit. The Email was put to Mr Lanyon shortly after 12.48 pm. The Email did not change Mr Lanyon's position. The Solicitor-General tendered the Email.
- (j) Mr Murray was then recalled by the Plaintiffs to give further oral evidence. No written affidavit was filed. Mr Murray gave evidence in relation to the education offered at Grevillea and his opinion as to the availability of beds at the Malmsbury Unit. This is notwithstanding that Mr Murray had no direct responsibility for youth justice or operational decisions made by DHHS.
- (k) I am informed by Mr Fraser that Mr Fraser, Mr Lenten and Mr Murray had coffee together following the Court hearing. I am informed by Mr Fraser that he asked Mr Murray (and Mr Lenten) directly whether there was any chance that the Email could have come from "us" (meaning DET); and that Mr Murray said "no" and said words to the effect that "I don't know where it came from" or "I don't know how they [the Plaintiff's solicitors] got it".

### **Circumstances of Mr Murray's departure from the Department**

#### *Misconduct investigation*

- 44. On 10 January 2017, DET notified Mr Murray that an inquiry under Part 2.4, Division 10 of the ETR Act had commenced and that an investigator, Ms Kanela Giannakakis, had been appointed. Mr Murray was directed not to attend for work.
- 45. By letter dated 10 January 2017, Ms Giannakakis notified Mr Murray of the alleged grounds of misconduct (**Notice of Allegations**) and invited him to respond. The allegations were that Mr Murray had forwarded the Email:
  - (a) without seeking or obtaining authorisation to do so in circumstances where Ms Barson/HRLC was not entitled to the information;
  - (b) contrary to his contractual obligations and his obligations under Ministerial Order 199 not to use or disclose confidential information;

- (c) contrary to his obligations under the Code of Conduct for Victorian Public Sector Employees, including to act honestly, to ensure official information was only used for official purposes, according to legislation and policy dealing with private information; and
  - (d) disclosed personal information about the 19 individuals, which first, exposed DET to potential liability in connection with possible breaches of the *Privacy and Data Protection Act 2014* (Vic) and second, raised a potential breach of the *Children, Youth and Families Act 2005*.
46. In the Notice of Allegations, it was put to Mr Murray that on 21 December 2016 Mr Murray had deleted the Forwarded Email from his 'sent items' folder, and between 21 and 23 December 2016 had permanently deleted the deleted email from his 'deleted items' folder.

#### *Settlement discussions*

47. On 1 February 2017, DET and its external legal advisers, Minter Ellison, met with Mr Murray's lawyers to discuss the misconduct investigation. I would like to clarify one matter. When Mr Murray gave evidence before this Committee, Mr Murray stated that at the time of his resignation from DET, he did not seek a payout. That statement is, quite simply, wrong.

#### *Mr Murray's resignation*

48. On 9 February 2017, Mr Murray provided DET with a sworn statement in which he responded to the allegations provided to him on 10 January 2017. In the statement he deposed that he should not have sent the email to Ms Barson (even if he believed that she already had it, and even if it might figure in the evidence that he was going to give).
49. DET accepted and relied on Mr Murray's admissions and contrition in negotiating with Mr Murray.
50. On 10 March 2017, DET acknowledged that as a result of the Parkville College budget forming the basis upon which Mr Murray's remuneration had historically been calculated, and as a consequence of the review of the Parkville College budget in 2016, it appeared based on Human Resources advice that Mr Murray may have been underpaid. Accordingly, DET addressed this underpayment. A Deed of



Separation was executed by Mr Murray and DET. Mr Murray resigned from his employment.

51. The misconduct investigation ceased due to his resignation and no findings were made.

**The evidence given by Brendan Murray before this Committee**

52. During the course of his appearance, the following exchange took place between Mr Murray and the honourable members of the Committee. This exchange effectively set the scene for the evidence given by Mr Murray that – while not “directed” or “instructed” by me or by Mr Fraser to give certain evidence to the Supreme Court, Mr Murray felt that he was told “what would be important to be said and certainly what the Department would like me to say”.

53. I reproduce that first exchange in full:

*The CHAIR — Thank you. I wanted to ask also about some comments that were attributed to you in the Age of 4 April, last month, and I will just read the section:*

*Murray also claims he was pressured by education department officials to tell a court hearing that education could be adequately delivered at Barwon, despite his belief to the contrary.*

*And a direct quote from you is given:*

*I was told what the department would like the Supreme Court to hear and what the department wouldn't like the Supreme Court to hear', says Murray of conversations he had with two senior department officers in the three days before he was called to testify at a December hearing.*

*I will note out of fairness that an education department spokesman has strongly rejected that suggestion, but I am interested in hearing more about that incident and in particular who it is that said this to you.*

*Mr MURRAY — I was contacted on the Friday evening prior to providing evidence in the Supreme Court on Monday morning. So I was contacted on 9 December between about 5.30 and 6 o'clock in the evening by the Secretary of the Department of Education and Training and an executive director within the Department of Education and Training, who I also believe has had a function as an adviser to Minister Merlino.*

*The CHAIR — Are you prepared to give the names of these people?*

*Mr MURRAY — I have parliamentary privilege?*

*The CHAIR — You do.*

*Mr MURRAY — The Secretary of the Department of Education and Training is Gill Callister and the executive director within the department is Stephen Fraser.*

54. In the exchange that follows, Mr Murray denies, carefully and clearly, that he was given any instruction by me (or by Mr Fraser) or any direction by me (or by Mr Fraser) to give his evidence in a certain way. Here is the exchange:

*Mr MURRAY — The conversation opened under the guise of discussing a memorandum of understanding about the way in which Parkville College could provide education at the Grevillea youth justice centre. It was about a 25 minute conversation that then moved into an attempt to convince me — I think is the best way to describe it — that we could lawfully provide qualifications and accreditation at Grevillea that were equal to what could be provided at Malmsbury and Parkville.*

*The CHAIR — What did you say?*

*Mr MURRAY — I said that that could not be the case and I understand the law. I had a follow-up call on the Sunday from Stephen Fraser to again convince me that recognition of prior learning could be achieved for children that were not attending a school and at a non-registered campus. But again I pointed him to the documents and to the act and said that that is not the case and that is not what I would be saying in court the next day.*

*The CHAIR — Were you given instructions as to what you should say in court?*

*Mr MURRAY — No, I was not given instructions. I was told what would be important to be said and certainly what the department would like me to say.*

*Ms CROZIER — That is not an instruction?*

*Mr MURRAY — It was not a directive, but close enough.*

*The CHAIR — Were you warned of any consequences if you did not say what they wanted?*



*Mr MURRAY — I was alerted in the Sunday phone call [with Mr Fraser] that it would be likely that the Department of Health and Human Services could cease to operate youth justice facilities and that it was likely that the department of justice and corrections could take that over, and that being the case the school funding that I had been arguing for for quite a few years could not be confirmed because justice or corrections may go with another education model.*

55. For the avoidance of any doubt or misunderstanding: I did not “direct”, “instruct” or give anything that was “close enough” to a direction to Mr Murray with respect to the evidence that he was to give before the Supreme Court. Indeed, Mr Murray’s sworn evidence makes no such allegation against me.
56. Mr Fraser, who is on secondment in the UK, is available to give evidence before this Committee if it wishes to hear from him.



Gill Callister

Secretary, Department of Education and Training

27 June 2017

"GC-1"

**Saggers, Joanna J**

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**From:** Murray, Brendan P  
**Sent:** Tuesday, 6 December 2016 3:09 PM  
**To:** Callister, Gill G; Armstrong, Bruce S; Fraser, Stephen A; Milligan, Simon F  
**Subject:** Response to Education State in Schools Forum

Printed 6/12AR – Noted by Gill 13/12

Dear Gill, Bruce, Stephen and Simon,

Thank you for including me in the Education State in Schools Forum.

I very much appreciate the opportunity to contribute with such an engaged group of education stakeholders.

I want to also let you know how impressed I was to see your inclusive style of educational leadership in operation.

I realise that the Forum was in many ways, a moment (or half time) to reflect upon the achievement goals of the Education State.

However, I want to take the opportunity to applaud you on the positive cultural change that you have created in our department.

In particular, the leadership team within DET, and its cohesiveness on display, was so very impressive and inspiring.

I really cannot adequately express, in this short email, how pleasing it is to see our department in such healthy shape, given its predicament almost two years earlier.

So, perhaps I will just leave it at thank you and see you soon.

Brendan

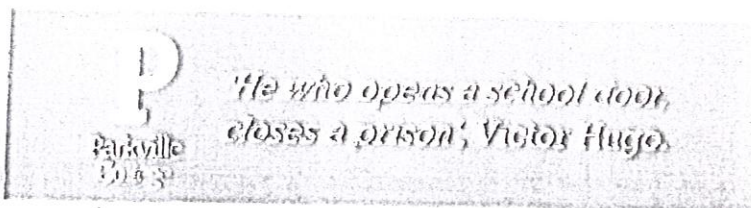
Brendan Murray | Executive Principal | Parkville College

Department of Education and Training

30 Mollison Street, Malmsbury VIC 3446

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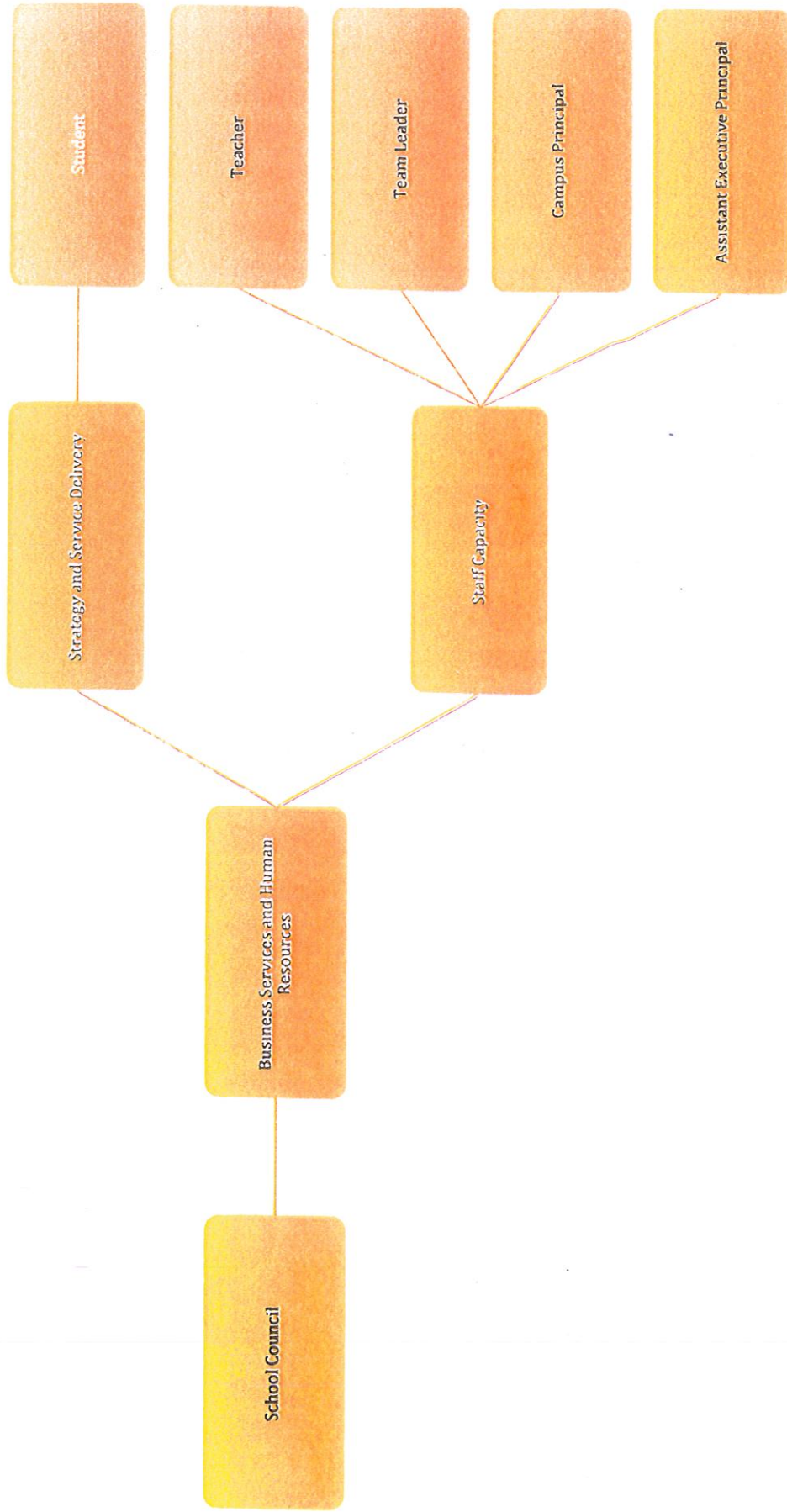
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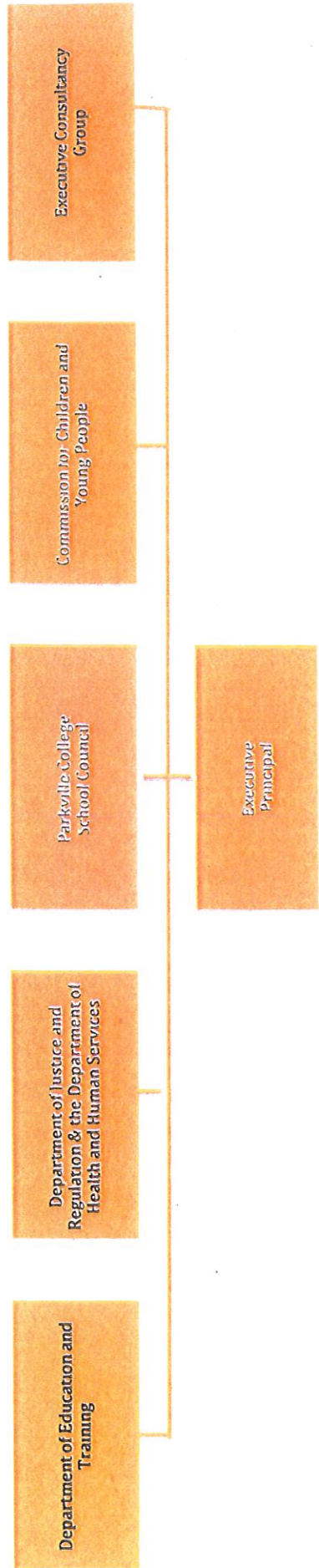
Acknowledging Country and the Elders of the Wurundjeri People, Kulin Nation and Dja Dja Wurrung People



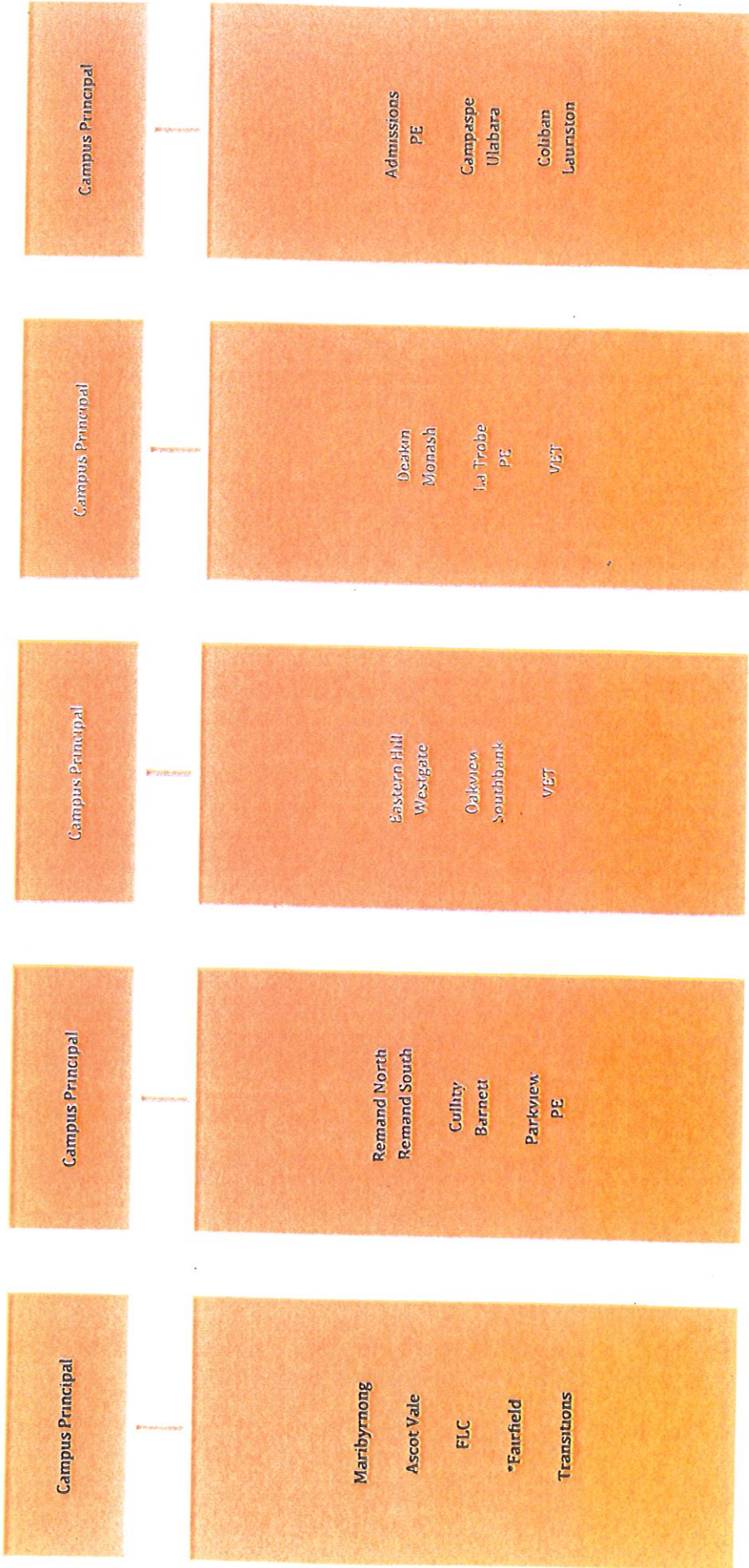
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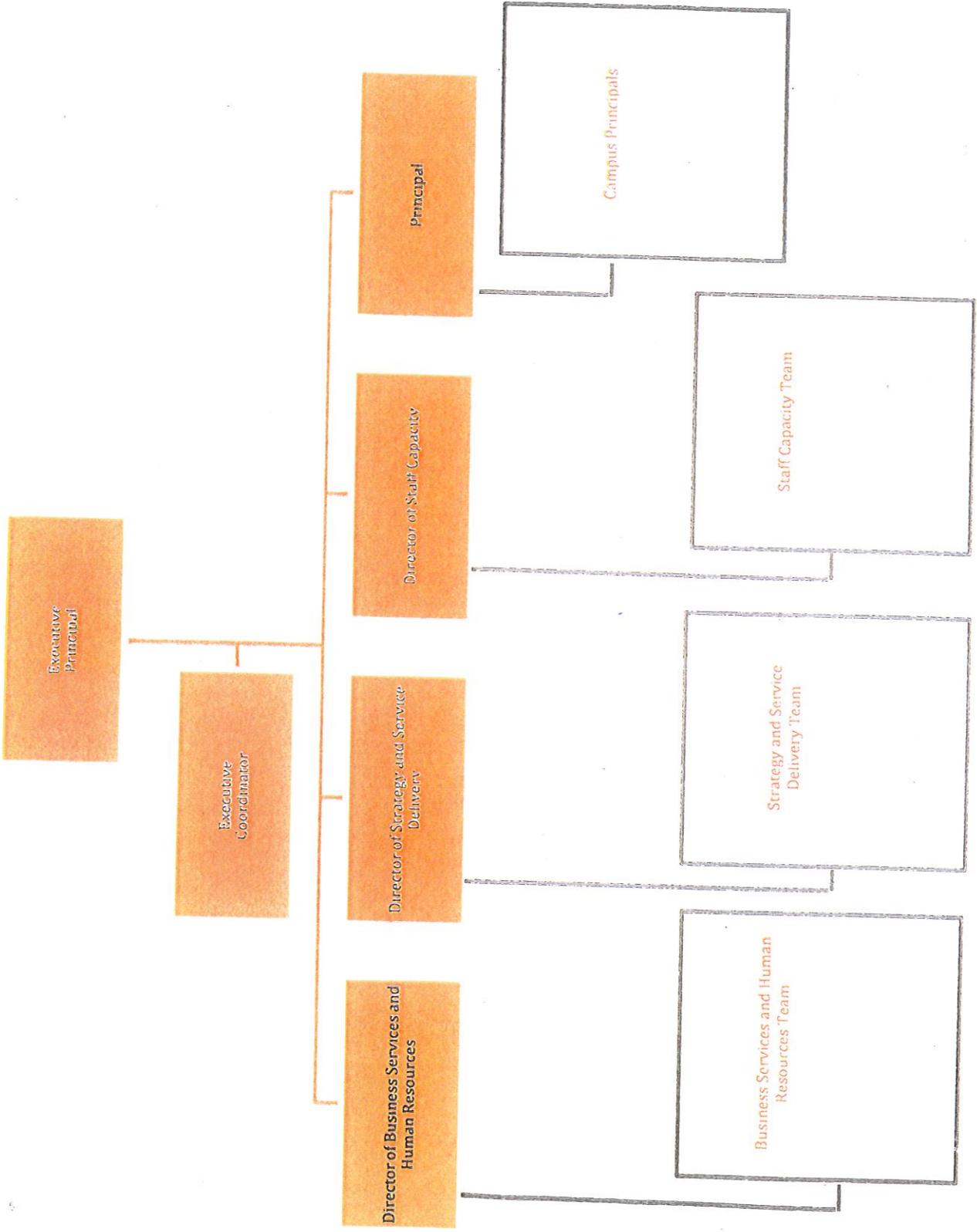


# Governance

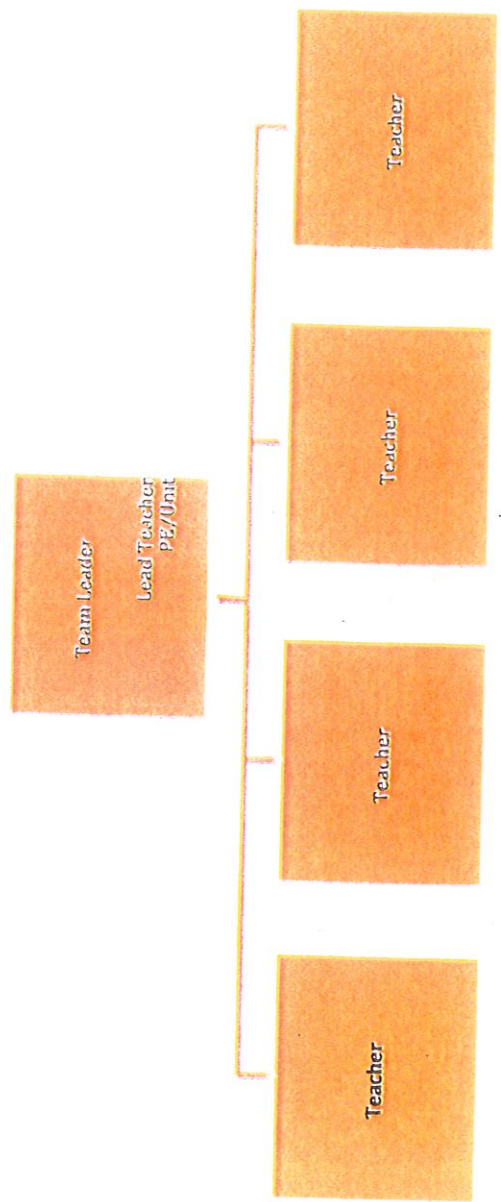
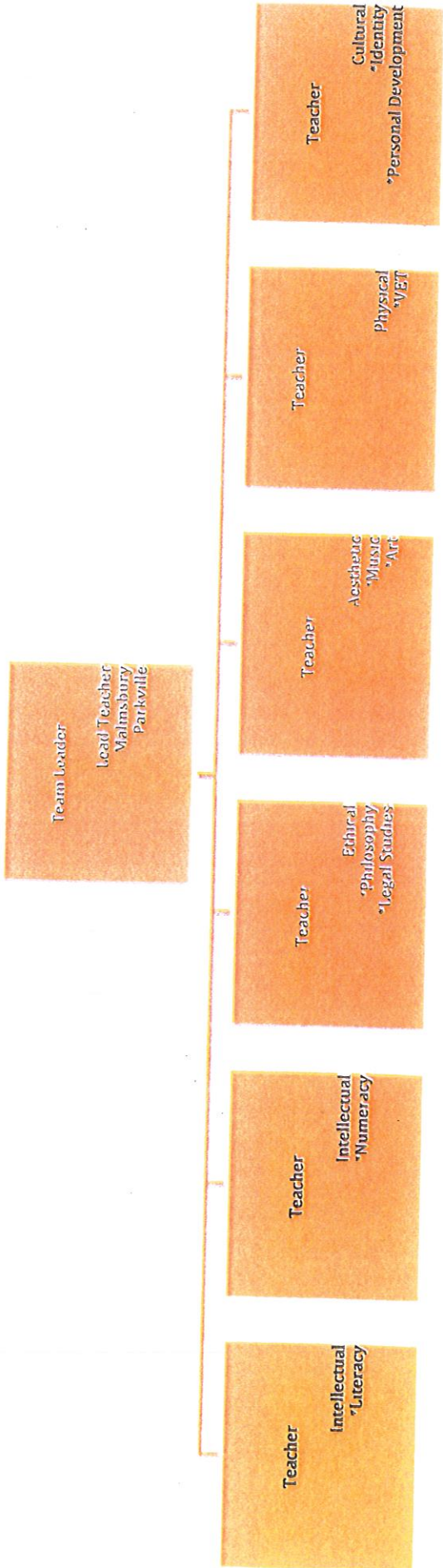


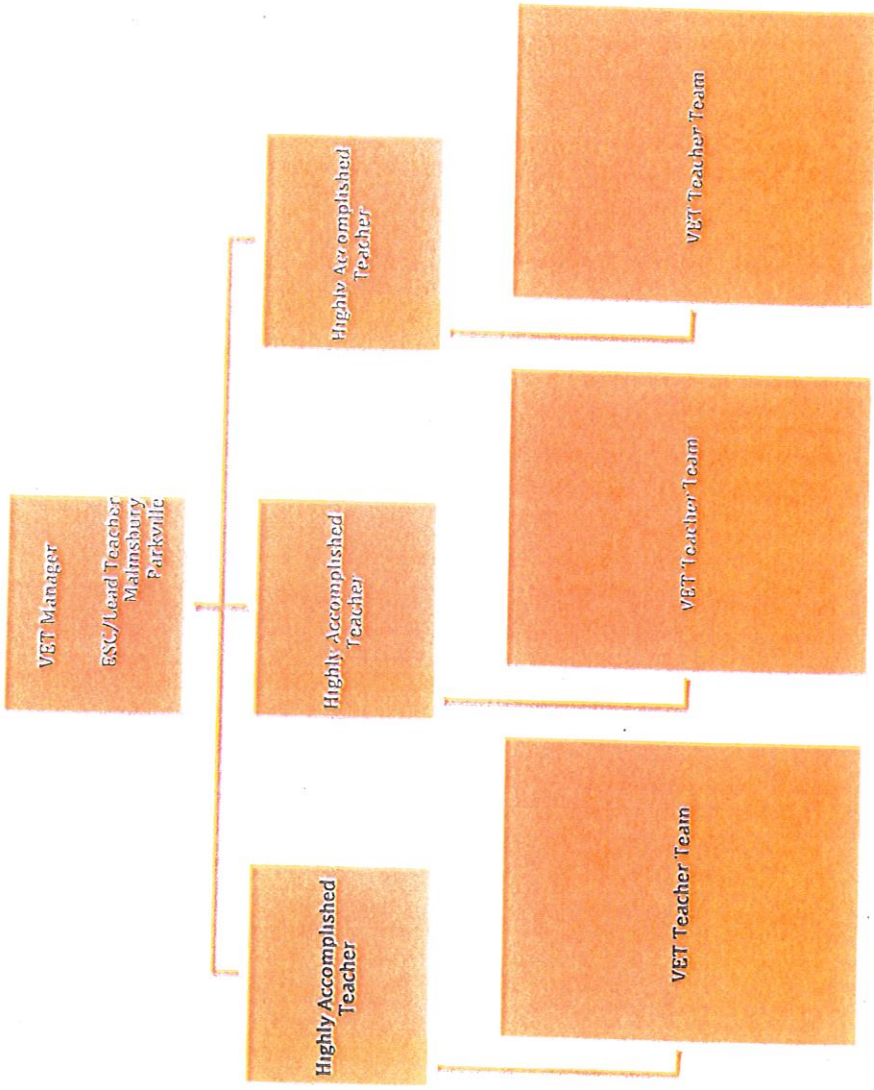




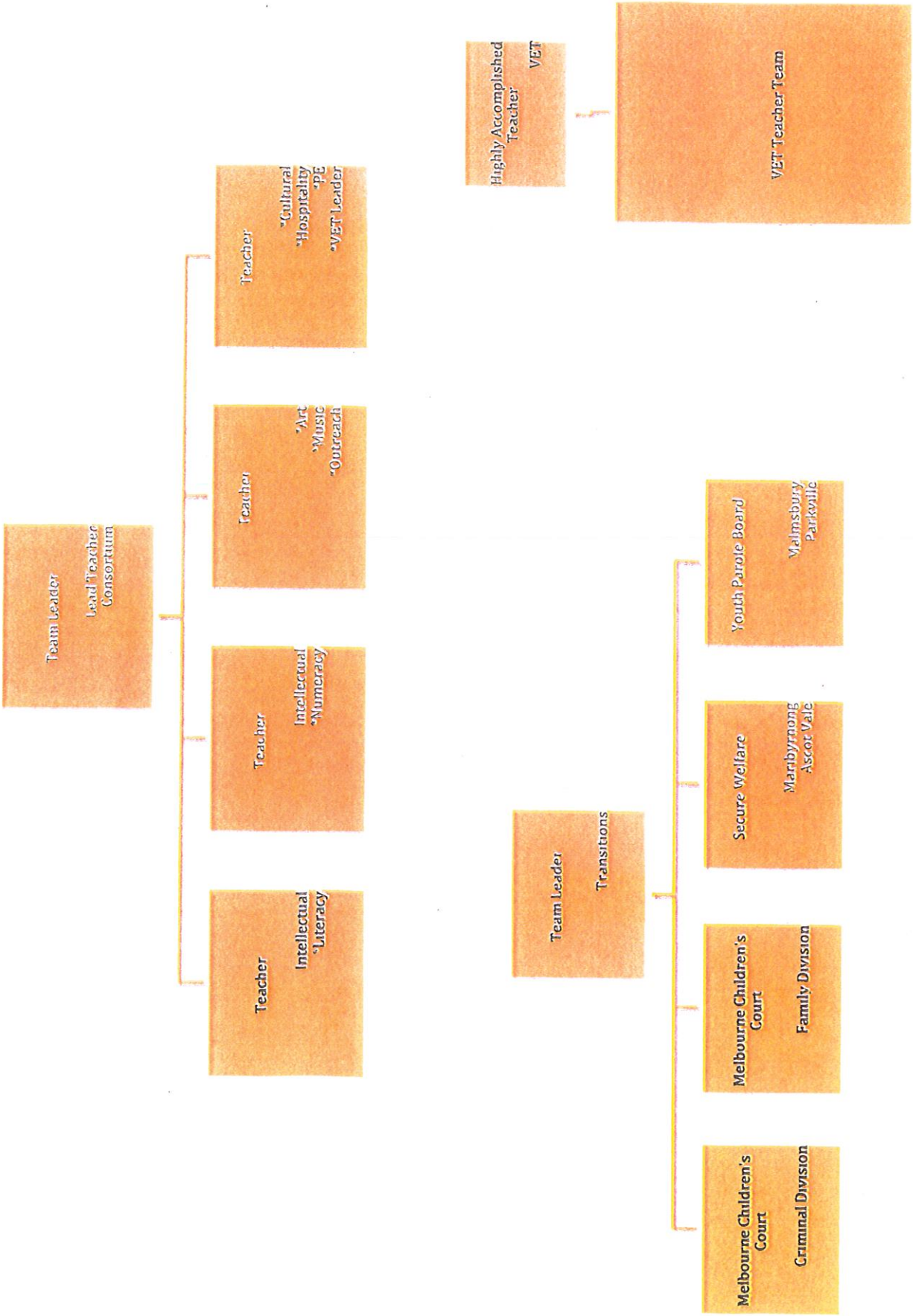














Department of  
Education & Training

Office of the Secretary

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Ms Kym Peake  
Secretary  
Department of Health and Human Services  
50 Lonsdale Street  
Melbourne VIC 3000

Dear Ms Peake

PROVISION OF EDUCATIONAL SERVICES TO CHILDREN AND YOUNG PERSONS AT  
GREVILLEA YOUTH JUSTICE CENTRE

I refer to the recent transfer of some children and young persons from the Melbourne Youth Justice Centre (which is part of Parkville Youth Justice Precinct) and the Malmsbury Youth Justice Precinct to the Grevillea Youth Justice Centre (Grevillea). These children and young persons are enrolled as students at Parkville College and until their transfer, attended regular classes at Parkville College (the students). Parkville College is a specialist Government school which provides education to children and young persons who are, or have been, detained in custody.

I note that the children and young persons detained in Grevillea are in your legal custody and you are responsible for their safety and wellbeing. I know that you share my concern that these children and young persons have access to quality education and learning opportunities. To ensure that this access occurs, I propose that we agree on the high level terms set out in this letter so that Department of Education & Training (DET) staff can continue provide educational services in cooperation with Department of Health and Human Services (DHHS) to the children and young persons at the Grevillia Unit.

If you agree with the high level terms on which these services will commence we will seek to document a more detailed memorandum of understanding (MOU) by 9 December 2016.

I propose that the arrangement operate on the following basis:

*Obligations of the DHHS:*

- to arrange for an induction process for DET staff so that DET staff are familiar with the policies and procedures applicable to Grevillea, and any rules and regulations that apply to the area in which Grevillea is situated.
- to provide all necessary security for the attendance of DET staff at the Grevillea Youth Justice Centre.
- to liaise with the Department of Justice and Regulation (DJR) to ensure that DET staff and their students do not have unnecessary contact with adult prisoners of Barwon during any emergency evacuation or any practice emergency evacuation.
- to provide all necessary access to the students at Grevillea Youth Justice Precinct to allow DET staff to perform their obligations under this agreement.

#### *Obligations of DET:*

- to provide staff to attend Grevillea to provide instruction to the students:
  - in the eight key learning areas specified in Schedule 1 of the *Education and Training Reform Act 2006* (ETRA), consistent with the program operating at Parkville College modified to the extent necessary given the operational requirements of Grevillea, including the delivery as a senior secondary provider. The eight key learning areas are: English, mathematics, sciences, humanities and social sciences, the arts, languages, health and physical education and information and communication technology and design and technology;
  - that is based on Parkville Colleges' trauma-informed practice approach;
  - that is a culturally diverse and inclusive teaching and learning program, including in relation to indigenous matters; and
  - that operates for at least 25 hours per week and some hours on weekends.
- to instruct DET staff that they should follow any reasonable instruction given by DHHS staff at the facility, provided it is not inconsistent with any obligation that the staff have to the Secretary of the DET as their employer or the ETRA.
- to provide all teaching materials and necessary equipment for the purposes of the educational instruction at Grevillea.
- to work with DHHS to seek to achieve and implement the minimum standards of school registration required under the ETRA regulations, in particular the implementation and compliance with, child safe standards.

#### *Relationship of DET Staff to DHHS*

Both parties agree that the staff delivering the educational programs at the facility remain DET staff and will not be required to report to DHHS, other than as contemplated by this agreement.

#### *Policies and Procedures for the Provision of Education*

The parties agree that in relation to educational matters, the policies and procedures applying to DET staff and the educational instruction provided at Parkville College will apply at Grevillea. To the extent that there is any inconsistency in relation to security and operational matters the policies and procedures of Grevillea will apply.

#### *Liability*

Both parties agree that DHHS will provide appropriate public liability coverage for the facility and Grevillea. DET will continue to be responsible for its own employees, including maintaining workers' compensation and any other relevant insurance.

We appreciate your urgent attention to this matter and look forward to working with you into the future to ensure the best possible outcomes for the children and young people at Grevillea.



If you agree to these high level terms and the proposed arrangements commencing as soon as possible, please sign, date and return this letter below where indicated and staff from my Department will be in contact with yours immediately to make the necessary arrangements.

Yours sincerely

[Redacted signature]

Gill Callister  
Secretary

28/11/2016

I, Kyrn Peake, Secretary of the Department of Health and Human Services, agree to the terms of the proposed arrangement by DFT contained above.

Signed: [Redacted signature]

Date: 28/11/2016

"GC-4"

From: Murray, Brendan P  
Sent: Tuesday, 29 November 2016 9:43 PM  
To: Fraser, Stephen A [REDACTED]  
Cc: Milligan, Simon F [REDACTED]; Hubber, Amanda L  
[REDACTED]  
Subject: Re: Signed letter

All well at Barwon.  
Education programs in full swing.  
Thanks for support.

Sent from my iPhone

On 29 Nov 2016, at 8:07 PM, Fraser, Stephen A [REDACTED] wrote:

Hi Brendan  
Just checking in to see how everyone went today - let us know if we can do anything at this end.  
Best regards  
Stephen

On 29 Nov. 2016, at 8:51 am, Murray, Brendan P [REDACTED] wrote:

Hi Stephen, Simon and Amanda,  
I will have Parkville College staff at the Grevillea Youth Justice Centre (GYJC) from 11am today delivering education programs in accordance with the Secretary's letter.  
I will be on site to personally oversee the commencement of these education programs today and to establish clear protocols with DHHS management at the GYJC.  
We will deliver a full time range of education programs from 11am today, and commence each day's education program at 9.30am.  
Will provide update of successful implementation at the end of the day.  
Brendan

**Brendan Murray** | Executive Principal | Parkville College

Department of Education and Training  
30 Mollison Street, Malmsbury VIC 3446  
p: [REDACTED]  
w: [parkvillecollege.vic.edu.au](http://parkvillecollege.vic.edu.au) | [Follow us on LinkedIn](#)

<57EA9257-13B2-400F-B323-6F3413529647.png>

Acknowledging Country and the Elders of the Wurundjeri People, Kulin Nation and Dja Dja Wurrung People

From: <Fraser>, Stephen A [REDACTED]  
Date: Monday, 28 November 2016 9:42 pm  
To: Brendan Murray [REDACTED], "Milligan, Simon F"  
[REDACTED] "Hubber, Amanda L"  
[REDACTED]  
Subject: Signed letter

Brendan, Simon, Amanda

Please find attached a final, signed copy of the letter between the Secretary, DET, and Secretary, DHHS, setting out expectations for the provision of education services at Grevillea by Parkville College teachers.

Brendan, thanks for your support with this today.

We will need to capture accurately the costs of implementing this agreement - please let me know how we can help put this together - perhaps a quick conference call on Wednesday might be a quick way to assemble the figures?

Best regards

Stephen

Stephen Fraser | Executive Director - Implementation | Regional Services Group

Department of Education and Training  
Level 1, 2 Treasury Place, East Melbourne VIC 3002

T: [REDACTED] | M: [REDACTED]

E: [REDACTED]

W: [www.education.vic.gov.au](http://www.education.vic.gov.au)



"GC-5"



Department of  
Education & Training  
Office of the Secretary

2 Treasury Place  
East Melbourne Victoria 3002  
Telephone: +613 9637 2000  
DX210083

BRI010371

Ms Kym Peake  
Secretary  
Department of Health and Human Services  
50 Lonsdale Street  
Melbourne, VIC 3000

Dear Ms Peake

I write further to our earlier correspondence relating to the provision of education services for students held in custody at the Grevillea Youth Justice Precinct (Grevillea).

The Memorandum of Understanding (MoU) between the Department of Health and Human Services (DHHS) and the Department of Education and Training (DET) regarding Grevillea supports educational services to be provided to students in custody at that facility. DET is currently providing a teaching and learning program of study for students in custody, modified to the extent necessary given Grevillea's operational requirements.

I write to clarify arrangements for how participation in this learning program for students registered for a senior secondary qualification can contribute to students gaining that qualification.

Evidence of student learning that is recorded by teachers during the period that students are in Grevillea may be used either to gain Recognition of Prior Learning (RPL) as part of the Victorian Certificate of Applied Learning (VCAL) qualification or partial credit towards studies within the Victorian Certificate of Education (VCE) qualification.

Specifically, the evidence of learning produced by students during their study can be used to provide RPL for VCAL as follows:

- VCAL Work Related Skills (Foundation, Intermediate and Senior);
- VCAL Personal Development Skills (Foundation, Intermediate and Senior); and
- VCAL Skills for Further Study – Senior Units.

Decisions regarding RPL are the responsibility of the enrolling VCAL provider, which in this instance is Parkville College, as a registered Secondary and Senior Secondary Provider with the Victorian Registration and Qualifications Authority (VRQA). The RPL process is robust, and requires significant

evidence of students' attainment of knowledge and skills. The continuity of teaching provided by registered Parkville College teachers at Grevillea will assist in this regard.

Parkville College has an existing relationship with Melbourne Polytechnic, and as an approved provider of RPL, RPL can be provided for Parkville College students under an auspice arrangement with Melbourne Polytechnic.

Decisions regarding partial credit towards the VCE are the responsibility of the Victorian Curriculum and Assessment Authority (VCAA). Parkville College, as the relevant registered Secondary and Senior Secondary Provider, would be required to provide the VCAA with evidence of how the student has demonstrated the skills and knowledge defined by specific outcomes within VCE Units of Study.

For students currently in custody at Grevillea, teachers are expected to keep detailed records of the demonstration of learning achievement, together with samples of student work completed.

Record keeping expectations and requirements are being managed via the Parkville/Grevillea Operations Working Group, and communicated to staff by the Acting Principal, Parkville College.

If you would like further information, please contact Mark Brear, A/Executive Director, Implementation Division, Regional Services Group, Department of Education and Training, on [REDACTED] or by email at [REDACTED]

Yours sincerely

[REDACTED]

Gill Callister  
Secretary  
03 / 03 / 2017

Secretary to the Department of Health and Human Services

and

Secretary to the Department of Education and Training

MEMORANDUM OF UNDERSTANDING

GREVILLEA UNIT YOUTH JUSTICE PRECINCT

1. PARTIES

The parties to this memorandum of understanding ("MOU") are:

- The Secretary to the Department of Health and Human Services (ABN 74 410 330 756) ("DHHS") of 50 Lonsdale Street, Melbourne, Victoria 3000;  
and
- The Secretary to the Department of Education and Training (ABN 52 705 101 522) ("DET") of 2 Treasury Place, East Melbourne.



## 2. DEFINITIONS

**Child-Related Work** has the same meaning as under the *Working With Children Act 2005* (Vic).

**Confidential Information** means all information and data (including 'personal information', 'sensitive information' and 'health information' as defined in the *Privacy and Data Protection Act 2014* and the *Health Records Act 2001* respectively) that is confidential to a party or which a party ought to know is confidential including but not limited to information in whatever form including internal management information, policies, strategies, works, ideas, and other material in whatever description and howsoever documented, recorded or disclosed, or which one party claims as confidential to itself or to a third party to whom it owes a duty or confidentiality, which comes into the possession of the other party through intentional or unintentional disclosure, excluding information which:

- a) is or comes into the public domain other than by disclosure in breach of the terms of this MOU;
- b) is or becomes available to the recipient party from a third party lawfully in possession of it and with the lawful power to disclose it to the recipient party;
- c) was in the possession of the recipient party (and not subject to any restrictions as to use or disclosure) prior to the date of disclosure to it under the MOU.

**DET Contact Manager** means the person stated in Item 2(a) of the Schedule who will be the main point of contact between DHHS and DET for matters relating to this MOU.

**DET Representative** means the person stated in Item 2(b) of the Schedule who will be DET's day-to-day contact for the Services and who will liaise with DHHS regarding operational and program content issues.

**DHHS Contact Manager** means the person stated in Item 1 of the Schedule who will be the contact for Secure Services for all dealings with DET under this MOU.

**Grevillea Unit** means the Grevillea Unit Youth Justice Precinct established by Governor in Council orders made on 17 November 2016, and located at 1140 Bacchus Marsh Road, Anakie.

**Laws** includes all Acts of the Parliament of Australia and the states, and all regulations, by-laws, awards and orders made thereunder, and the lawful requirements of public, municipal and

other competent authorities in any way affecting or applicable to the delivery of the Services to the Recipients and the subject of this MOU.

**Parkville College** means Parkville College, (ABN 92 280 755 332) being the Victorian Government School that provides education to students who are detained in custody, and which delivers education across campuses in Victoria including the Parkville Campus at the Parkville Youth Justice Precinct.

**Recipients** means recipients of the Services, being all clients of DHHS at the Grevillea Unit.

**Schedule** means a schedule to this MOU.

**Secure Services** means DHHS Secure Services, which manages Victoria's youth justice custodial precincts, including the Grevillea Unit, and is responsible for the care and management of the Recipients.

**Services** mean the delivery of instruction and education to Recipients at the Grevillea Unit in the eight key learning areas specified in Schedule 1 of the *Education Training Reform Act 2006* (being English, mathematics, sciences, humanities and social sciences, the arts, languages, health and physical education, and information and communication technology, and design and technology), consistent with the program operated by Parkville College modified to the extent necessary given the operational requirements of the Grevillea Unit, including the delivery as a senior secondary provider.

**School Term** means the period of time which accords to a school term in accordance with the Victorian Public School calendar.

**Working Group** means a working group comprising four representatives from each of:

- (a) Secure Services;
- (b) DET;
- (c) other representatives of DHHS as determined by DHHS;
- (d) other representatives of DET as determined by DET.

**Working With Children Check** has the same meaning as under the *Working With Children Act 2005* (Vic).

**Working With Children Check Card** means a card issued with an assessment notice under the *Working With Children Act 2005* (Vic) confirming that the person has satisfactorily completed a Working With Children Check and has been assessed as suitable to engage in Child-Related Work.

YJCS means Youth Justice Custodial Services, DHHS.

### 3. BACKGROUND AND PURPOSE OF THIS MOU

#### 3.1 Background

- (a) DHHS is responsible for providing well-managed, secure and safe facilities, which include education services to its clients to reduce risk of recurrence or re-entry into the justice system and to support them to reintegrate into the community.
- (b) DHHS is accountable for the management and oversight of YJCS, including the Grevillea Unit, and has care and responsibility for the Recipients while they are there.
- (c) The Grevillea Unit houses male youths either on remand or serving a custodial sentence generally from the Children's Court.
- (d) The *Children, Youth and Families Act 2005* (Vic) provides that young persons detained in youth justice centres, which includes the Grevillea Unit, are entitled to have their developmental needs catered for (section 482(2)(a)).
- (e) DET is responsible for providing educational services.
- (f) DHHS and DET have agreed that DET will provide the Services to cater for the Recipients' developmental and rehabilitation needs at the Grevillea Unit.

#### 3.2 Purpose

The purpose of this MOU is to record the arrangement between DHHS and DET in the management and provision of the Services and the supervision of Recipients.

#### 3.3 Principles

- (a) This MOU has been prepared to record the intentions of the parties;
- (b) the parties will conduct their business and affairs upon principles of reasonableness, mutual respect and in a bona fide manner; and
- (c) the parties will at all times work cooperatively to achieve the outcomes outlined in this MOU or otherwise as agreed between the parties from time to time.



### 3.4 Outcomes

The outcome sought by the parties is to provide the Services to the Recipients in order to assist the Recipients to develop the knowledge, skills and attitude to manage their lives effectively and enjoy a healthy and active life.

## 4. SCOPE

This MOU is intended to enable the parties to support and to cooperate with each other to achieve the outcomes described in clause 3.4 and clause 6. However, apart from clauses 9 and 15, (the Privacy and Confidentiality clause and the Termination clause) this MOU is not intended to be legally binding, and does not bind the parties to a formal partnership. Notwithstanding this clause the parties will comply with all of the terms of this MOU.

## 5. Responsibilities of DHHS

DHHS will:

- (a) provide safe work sites in accordance with the *Occupational Health and Safety Act 2004*;
- (b) if notified by DET staff during the provision of the Services in relation to any occupational health and safety matter (including through interaction with or challenging behaviours of Recipients), take all reasonable steps to protect the health and safety of DET staff;
- (c) arrange an induction process for DET's staff so that they are familiar with the policies and procedures applicable to the Grevillea Unit, and any rules and regulations that apply to the area in which the Grevillea Unit is situated;
- (d) provide all necessary security for the attendance of DET's staff at the Grevillea Unit;
- (e) liaise with the Department of Justice and Regulation to ensure that DET's staff and their students do not have any unnecessary contact with adult prisoners of Barwon during any emergency evacuation or any practice emergency evacuation;
- (f) provide DET staff all necessary access to the Recipients at the Grevillea Unit to allow DET's staff to perform their obligations under this MOU and if access is not permissible, inform DET staff of the reasons (subject to any other obligation or Law not permitting disclosure) why access is not permissible; and
- (g) subject to privacy and other Laws, provide Recipient information to DET to enable the Services to be carried out.

## 6. RESPONSIBILITIES OF DET

- 6.1 DET will deliver the Services, and where possible, do so in accordance with the Victorian Government curriculum requirements.
- 6.2 DET will:
- (a) design and deliver the Services to Recipients in accordance with this clause and the terms of this MOU;
  - (b) provide teachers to attend the Grevillea Unit to provide the Services to the Recipients;
  - (c) ensure that the Services:
    - (i) are based on Parkville College's trauma-informed practice approach;
    - (ii) are culturally diverse and inclusive teaching and learning programs, including in relation to indigenous matters; and
    - (iii) operate for at least 25 hours per week and some hours on weekends;
  - (d) instruct its staff that they should follow any reasonable instruction given by DHHS staff at the Grevillea Unit, provided that it is not inconsistent with any obligation that the staff have to the Secretary of the Department of Education and Training as their employer or the *Education Training Reform Act 2006*;
  - (e) instruct its staff to attend any induction process required by DHHS in relation to the policies and procedures applicable to the Grevillea Unit and any rules and regulations that apply to the Grevillea Unit;
  - (f) provide all teaching materials and necessary equipment for the purposes of the educational instructions at the Grevillea Unit;
  - (g) seek the assistance of DHHS to achieve and implement the minimum standards of school registration at the Grevillea Unit required under the *Education and Training Reform Act 2006* and *Education and Training Reform Regulations 2007*, in particular, the implementation and compliance with Child Safe Standards;
  - (h) submit timetables and specifications to DHHS (through Secure Services) one (1) week in advance of the delivery of the Services for each School Term;
  - (i) make any reasonable amendments as required by DHHS (through Secure Services) to the timetables and specifications, within seven (7) days of written notice of the required amendments;
  - (j) ensure the Services are delivered in accordance with all applicable Laws;
  - (k) ensure the Services are delivered in accordance with the:
    - (i) *Children, Youth and Families Act 2005* (Vic);

- (ii) *Child Wellbeing and Safety Act 2005 (Vic), including any standards made thereunder;*
- (iii) *Education and Training Reform Act 2006 (Vic);*  
and any applicable regulatory standards issued, from time to time, by:
  - (iv) *Victorian Curriculum Assessment Authority;*
  - (v) *Victorian Registration and Qualifications Authority; and*
  - (vi) *Victorian Institute of Teachers;*
- (l) maintain and keep current records of every Recipient that shows the extent of the learning and progress achieved by the Recipient and provide copies to DHHS on request;
- (m) ensure the DET Contact Manager:
  - (i) attends Working Group meetings; and
  - (ii) reports to the Working Group on the matters set out in clause 8.1;
- (n) adhere to all DHHS security requirements while at the Grevillea Unit, including, but not limited to:
  - (i) instructing its staff to adhere to all DHHS security requirements at the Grevillea Unit and any security requirements of Corrections Victoria;
  - (ii) ensuring its employees, officers, agents and contractors submit to searches upon entry and exit from the Grevillea Unit;
  - (iii) maintaining confidentiality and ensuring its employees, officers, agents and contractors maintain confidentiality around the Grevillea Unit's security arrangements; and
  - (iv) carrying out all reasonable and lawful directions of DHHS and Corrections Victoria;
- (o) be an equal opportunity employer;
- (p) maintain a smoke-free working environment;
- (q) have and enforce appropriate policies and procedures relating to occupational health and safety, sexual harassment and violence in the workplace;
- (r) provide the Services to the reasonable satisfaction of DHHS, using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
- (s) use best endeavours to ensure the highest quality of work and that the Services are delivered with the utmost efficiency;
- (t) act in good faith and in the best interests of the Recipients, to the greatest extent possible, consistent with any other requirement or obligation; and



- (u) keep DHHS (through Secure Services) informed of all matters of which it ought reasonably be made aware and provide such information in relation to the provision of the Services as may reasonably be required by DHHS; and
- (v) ensure that all teachers have a Victorian Institute of Teaching certificate.

## 7. DET STAFF

- 7.1 The parties agree that the staff delivering the Services at the Grevillea Unit remain employees of DET and will not be required to report to DHHS other than as set out in this MOU.
- 7.2 DET will be responsible for its own employees and will maintain worker's compensation and any other relevant insurance during the term of this MOU.
- 7.3 The parties agree that in relation to educational matters, the policies and procedures applying to DET's staff and the educational instruction provided at Parkville College will apply at the Grevillea Unit. In the event of any inconsistency in policy and procedure in relation to security and operational matters, the policies and procedures at the Grevillea Unit will apply.

### Teacher Registration and Background Checks

- 7.4 DET must ensure that all staff provided are registered with the Victorian Institute of Teachers (VIT) or have and maintain at all times a current and valid Working With Children Check Card permitting them to engage in that Child-Related Work, and as soon as possible upon request by DHHS, DET must provide evidence to DHHS' satisfaction that any such person engaging in Child-Related Work has a current and valid Working With Children Check Card permitting them to engage in that Child-Related Work.
- 7.5 Without limiting clause 7.4, if requested by DHHS, DET will, at its own cost, undertake any reasonable probity and/or background checks on any person employed or engaged by DET to perform work or carry out its obligations under this MOU, including without limitation investigations as to criminal and police records (including National Security Clearance and finger printing). The probity and/or background checks required under this clause must be undertaken before the relevant person employed or engaged by DET commences work under this MOU.

- 7.6 Where the results of any probity and/or background checks undertaken in accordance with clause 7.5 reveal outcomes or other information that may be relevant as to whether it is appropriate for the relevant person to perform work or carry out DET's obligations under this MOU, DET will disclose those results to DHHS and will, if requested by DHHS, prevent the relevant person from performing work or carrying out DET's obligations under this MOU.
- 7.7 DET must seek to procure such consents or permissions as are required by Law to facilitate and complete the probity and/or background checks referred to in this clause 7 and lawfully disclose the results of such checks to the DHHS in accordance with clause 7.6.
- 7.8 If in DHHS' opinion, a staff member of DET engages in any form of inappropriate behaviour or misconduct, or fails to carry out any reasonable or lawful direction of DHHS, DHHS may request that:
- (a) DET prevent the relevant person from performing work or carrying out DET's obligations under this MOU; and
  - (b) DET investigate the matter,
- and DET will prevent the relevant person from performing work or carrying out DET's obligations under this MOU.

## 8. RESPONSIBILITIES OF THE WORKING GROUP

- 8.1 The Working Group will monitor, assess and oversee:
- (a) the development and implementation of a risk management plan;
  - (b) the development of an emergency management plan;
  - (c) the delivery of Services by DET; and
  - (d) individual Recipient progress and participation in any manner it sees fit.
- 8.2 Where reference is made in this MOU to any decision to be made by the Working Group, that decision shall be made by the DHHS representatives in the Working Group. Working Group members who represent DET shall be consulted on any matter requiring the consideration of the Working Group.

## 9. PRIVACY AND CONFIDENTIALITY

- 9.1 Each party must keep all confidential information, including Recipient records and information, absolutely confidential and each party warrants to the other that it will not

communicate, publish or release, or permit the communication, publication or release of any Confidential Information except:

- (a) as is necessary for the parties to perform their obligations under this MOU;
- (b) as required by Law or the parties' reporting obligations; or
- (c) as is permitted under this MOU or otherwise agreed in writing by the parties.

9.2 Furthermore, in relation to Recipients' personal, sensitive or health information (as defined in the Privacy and Data Protection Act 2014 and the Health Records Act 2001), DET agrees that it will not, and will ensure that its officers, agents, employees and contractors do not act or engage in any practice that would breach:

- (a) an Information Privacy Principle ("IPP") contained in part 1 of the *Privacy and Data Protection Act 2014* (Vic), which if done or engaged in by DHHS, would be a breach of that IPP; or
- (b) a Health Privacy Principle ("HPP") contained in part 1 of the *Health Records Act 2001* (Vic),

and to immediately notify DHHS if it becomes aware of a breach or possible breach of any of these obligations.

9.3 It is agreed that the obligations in this clause survive completion or termination of this MOU.

## 10. TERM

This MOU will commence on 9 December 2016 and will continue until the date on which the Governor in Council revokes the Order made on 17 November 2016 establishing the Grevillea Unit, unless terminated earlier by the parties in accordance with clause 15 (Term).

## 11. REVIEW

The parties shall, as required and agreed but no less than once each year during the Term:

- (a) review the relationship of the parties to this MOU and whether the outcome has been achieved as set out in this MOU;
- (b) discuss and resolve any issues or concerns of the parties.



## 12. DISPUTE RESOLUTION

- 12.1 All disputes between the parties shall be resolved in the first instance by good faith negotiations between the nominated representatives of the parties.
- 12.2 If the dispute is not resolved within ten (10) days of commencement of such negotiations, the dispute will be referred for resolution to the Secretary to DHHS and the Secretary to DET.
- 12.3 Despite the existence of a dispute, each party will continue to comply with the terms and conditions set out in this MOU.

## 13. VARIATION

This MOU may only be varied with the written consent of each party.

## 14. INSURANCE

The parties acknowledge that:

- (a) they hold insurance with the Victorian Managed Insurance Authority (VMIA);
- (b) it is unnecessary to include a release, indemnity or insurance provision in this MOU. The insurance of each party is adequate to cover foreseeable losses arising out of each of their own potential liabilities. The parties agree that any insurance or indemnity issue arising under this MOU will be determined having regard to the common law principles of liability; and
- (c) if a party ceases to hold insurance with VMIA it will notify the other party within five (5) Business Days of becoming aware that it will cease to hold such insurance and in any event, prior to the insurance policy ceasing to be valid. The parties acknowledge that an amendment to this MOU may be required if a party ceases to hold insurance with VMIA.

## 15. TERMINATION

- 15.1 Notwithstanding any other provision of this MOU, a party may terminate this MOU without cause or penalty at any time by providing the other party with four (4) weeks' notice in writing of its decision to terminate the MOU.
- 15.2 A party may terminate this MOU by written notice to the other party if the other party fails to perform any of its obligations under this MOU, and if such a breach is capable of

remedy, the other party does not remedy the failure to perform within seven (7) days after the date on which written notice of the breach is provided by the first party.

15.3 In the event of early termination of the MOU:

- (a) each party must immediately upon termination deliver to the other party, all of that other party's Confidential Information and all other information and equipment in that party's power, possession or control belonging to the other party;
- (b) if DHHS terminates this MOU in accordance with clause 15.2, DET will pay the reasonable costs in connection with engaging an alternative party to deliver the Services under this MOU.

16. COUNTERPARTS

This MOU may be executed in any number of counterparts all of which taken together constitute one instrument.

17. GOVERNING LAW

This MOU is governed by and is to be construed in accordance with the Laws of Victoria.

18. ASSIGNMENT

A party must not sell, transfer, delegate, assign, or licence any right or obligation under this MOU to any person, without the prior written consent of the other party.

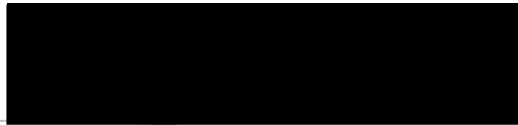
19. REPRESENTATIVES AND CONTACTS

- (a) Each party nominates the persons listed in the Schedule as their representative(s) to act as the contact point for all communications under this MOU.
- (b) Each party acknowledges that their representatives are authorised to act for and on behalf of that party in relation to the implementation of the arrangements set out in this MOU.
- (c) A party may change their representative or contact by written notice to the other party.

Executed:

Signed by the Secretary to the Department of  
Health and Human Services

Signed by the Secretary to the Department of  
Education and Training



NAME: Kym Peake

DATE:

NAME: Gill Callister

DATE: 12/12/16



Schedule

Item 1:

DHHS Contact Manager:

Scott Jacques

Head of Operations, Youth Justice Custodial Services

Department of Health and Human Services

Item 2(a):

DET Contact Manager:

Brendan Murray, Executive Principal, Parkville College

Department of Education and Training

Item 2(b):

DET Representative:

Stephen Fraser, Executive Director, Regional Services Group

Department of Education and Training

"GC-7"

Secretary to the Department of Health and Human Services

and

Secretary to the Department of Education and Training

MEMORANDUM OF UNDERSTANDING  
GREVILLEA UNIT YOUTH JUSTICE PRECINCT

1. PARTIES

The parties to this memorandum of understanding ("MOU") are:

- The Secretary to the Department of Health and Human Services (ABN 74 410 330 756) ("DHHS") of 50 Lonsdale Street, Melbourne, Victoria 3000;  
and
- The Secretary to the Department of Education and Training (ABN 52 705 101 522) ("DET") of 2 Treasury Place, East Melbourne.



## 2. DEFINITIONS

**Child-Related Work** has the same meaning as under the *Working With Children Act 2005* (Vic).

**Confidential Information** means all information and data (including 'personal information', 'sensitive information' and 'health information' as defined in the *Privacy and Data Protection Act 2014* and the *Health Records Act 2001* respectively) that is confidential to a party or which a party ought to know is confidential including but not limited to information in whatever form including internal management information, policies, strategies, works, ideas, and other material in whatever description and howsoever documented, recorded or disclosed, or which one party claims as confidential to itself or to a third party to whom it owes a duty or confidentiality, which comes into the possession of the other party through intentional or unintentional disclosure, excluding information which:

- a) is or comes into the public domain other than by disclosure in breach of the terms of this MOU;
- b) is or becomes available to the recipient party from a third party lawfully in possession of it and with the lawful power to disclose it to the recipient party;
- c) was in the possession of the recipient party (and not subject to any restrictions as to use or disclosure) prior to the date of disclosure to it under the MOU.

**DET Contact Manager** means the person stated in Item 2(a) of the Schedule who will be the main point of contact between DHHS and DET for matters relating to this MOU.

**DET Representative** means the person stated in Item 2(b) of the Schedule who will be DET's day-to-day contact for the Services and who will liaise with DHHS regarding operational and program content issues.

**DHHS Contact Manager** means the person stated in Item 1 of the Schedule who will be the contact for Secure Services for all dealings with DET under this MOU.

**Grevillea Unit** means the youth justice centre and remand centre in the Grevillea Unit Youth Justice Precinct established by Orders in Council published in the Victoria Government Gazette on 29 December 2016, and located at 1140 Bacchus Marsh Road, Anakie.



**Laws** includes all Acts of the Parliament of Australia and the states, and all regulations, by-laws, awards and orders made thereunder, and the lawful requirements of public, municipal and other competent authorities in any way affecting or applicable to the delivery of the Services to the Recipients and the subject of this MOU.

**Parkville College** means Parkville College, (ABN 92 280 755 332) being the Victorian Government School that provides education to students who are detained in custody, and which delivers education across campuses in Victoria including the Parkville Campus at the Parkville Youth Justice Precinct.

**Recipients** means recipients of the Services, being all clients of DHHS at the Grevillea Unit.

**Schedule** means a schedule to this MOU.

**Secure Services** means DHHS Secure Services, which manages Victoria's youth justice custodial precincts, including the Grevillea Unit, and is responsible for the care and management of the Recipients.

**Services** mean the delivery of instruction and education to Recipients at the Grevillea Unit in the eight key learning areas specified in Schedule 1 of the *Education Training Reform Act 2006* (being English, mathematics, sciences, humanities and social sciences, the arts, languages, health and physical education, and information and communication technology, and design and technology), consistent with the program operated by Parkville College modified to the extent necessary given the operational requirements of the Grevillea Unit, including the delivery as a senior secondary provider.

**School Term** means the period of time which accords to a school term in accordance with the Victorian Public School calendar.

**Working Group** means a working group comprising four representatives from each of:

- (a) Secure Services;
- (b) DET;
- (c) other representatives of DHHS as determined by DHHS;
- (d) other representatives of DET as determined by DET.

**Working With Children Check** has the same meaning as under the *Working With Children Act 2005 (Vic)*.

**Working With Children Check Card** means a card issued with an assessment notice under the *Working With Children Act 2005 (Vic)* confirming that the person has satisfactorily

completed a Working With Children Check and has been assessed as suitable to engage in Child-Related Work.

YJCS means Youth Justice Custodial Services, DHHS.

### 3. BACKGROUND AND PURPOSE OF THIS MOU

#### 3.1 Background

- (a) DHHS is responsible for providing well-managed, secure and safe facilities, which include education services to its clients to reduce risk of recurrence or re-entry into the justice system and to support them to reintegrate into the community.
- (b) DHHS is accountable for the management and oversight of YJCS, including the Grevillea Unit, and has care and responsibility for the Recipients while they are there.
- (c) The Grevillea Unit houses male youths either on remand or serving a custodial sentence generally from the Children's Court.
- (d) The *Children, Youth and Families Act 2005* (Vic) provides that young persons detained in youth justice centres, which includes the Grevillea Unit, are entitled to have their developmental needs catered for (section 482(2)(a)).
- (e) DET is responsible for providing educational services.
- (f) DHHS and DET have agreed that DET will provide the Services to cater for the Recipients' developmental and rehabilitation needs at the Grevillea Unit.

#### 3.2 Purpose

The purpose of this MOU is to record the arrangement between DHHS and DET in the management and provision of the Services and the supervision of Recipients.

#### 3.3 Principles

- (a) This MOU has been prepared to record the intentions of the parties;
- (b) the parties will conduct their business and affairs upon principles of reasonableness, mutual respect and in a bona fide manner; and
- (c) the parties will at all times work cooperatively to achieve the outcomes outlined in this MOU or otherwise as agreed between the parties from time to time.

### 3.4 Outcomes

The outcome sought by the parties is to provide the Services to the Recipients in order to assist the Recipients to develop the knowledge, skills and attitude to manage their lives effectively and enjoy a healthy and active life.

## 4. SCOPE

This MOU is intended to enable the parties to support and to cooperate with each other to achieve the outcomes described in clause 3.4 and clause 6. However, apart from clauses 9 and 15, (the Privacy and Confidentiality clause and the Termination clause) this MOU is not intended to be legally binding, and does not bind the parties to a formal partnership. Notwithstanding this clause the parties will comply with all of the terms of this MOU.

## 5. Responsibilities of DHHS

DHHS will:

- (a) provide safe work sites in accordance with the *Occupational Health and Safety Act 2004*;
- (b) if notified by DET staff during the provision of the Services in relation to any occupational health and safety matter (including through interaction with or challenging behaviours of Recipients), take all reasonable steps to protect the health and safety of DET staff;
- (c) arrange an induction process for DET's staff so that they are familiar with the policies and procedures applicable to the Grevillea Unit, and any rules and regulations that apply to the area in which the Grevillea Unit is situated;
- (d) provide all necessary security for the attendance of DET's staff at the Grevillea Unit;
- (e) liaise with the Department of Justice and Regulation to ensure that DET's staff and their students do not have any unnecessary contact with adult prisoners of Barwon during any emergency evacuation or any practice emergency evacuation;
- (f) provide DET staff all necessary access to the Recipients at the Grevillea Unit to allow DET's staff to perform their obligations under this MOU and if access is not permissible, inform DET staff of the reasons (subject to any other obligation or Law not permitting disclosure) why access is not permissible; and
- (g) subject to privacy and other Laws, provide Recipient information to DET to enable the Services to be carried out.



## 6. RESPONSIBILITIES OF DET

- 6.1 DET will deliver the Services, and where possible, do so in accordance with the Victorian Government curriculum requirements.
- 6.2 DET will:
- (a) design and deliver the Services to Recipients in accordance with this clause and the terms of this MOU;
  - (b) provide teachers to attend the Grevillea Unit to provide the Services to the Recipients;
  - (c) ensure that the Services:
    - (i) are based on Parkville College's trauma-informed practice approach;
    - (ii) are culturally diverse and inclusive teaching and learning programs, including in relation to indigenous matters; and
    - (iii) operate for at least 25 hours per week and some hours on weekends;
  - (d) instruct its staff that they should follow any reasonable instruction given by DHHS staff at the Grevillea Unit, provided that it is not inconsistent with any obligation that the staff have to the Secretary of the Department of Education and Training as their employer or the *Education Training Reform Act 2006*;
  - (e) instruct its staff to attend any induction process required by DHHS in relation to the policies and procedures applicable to the Grevillea Unit and any rules and regulations that apply to the Grevillea Unit;
  - (f) provide all teaching materials and necessary equipment for the purposes of the educational instructions at the Grevillea Unit;
  - (g) seek the assistance of DHHS to achieve and implement the minimum standards of school registration at the Grevillea Unit required under the *Education and Training Reform Act 2006* and *Education and Training Reform Regulations 2007*, in particular, the implementation and compliance with Child Safe Standards;
  - (h) submit timetables and specifications to DHHS (through Secure Services) one (1) week in advance of the delivery of the Services for each School Term;
  - (i) make any reasonable amendments as required by DHHS (through Secure Services) to the timetables and specifications, within seven (7) days of written notice of the required amendments;
  - (j) ensure the Services are delivered in accordance with all applicable Laws;
  - (k) ensure the Services are delivered in accordance with the:
    - (i) *Children, Youth and Families Act 2005* (Vic);

- (ii) *Child Wellbeing and Safety Act 2005 (Vic), including any standards made thereunder;*
- (iii) *Education and Training Reform Act 2006 (Vic);*  
and any applicable regulatory standards issued, from time to time, by:
  - (iv) *Victorian Curriculum Assessment Authority;*
  - (v) *Victorian Registration and Qualifications Authority; and*
  - (vi) *Victorian Institute of Teachers;*
- (l) maintain and keep current records of every Recipient that shows the extent of the learning and progress achieved by the Recipient and provide copies to DHHS on request;
- (m) ensure the DET Contact Manager:
  - (i) attends Working Group meetings; and
  - (ii) reports to the Working Group on the matters set out in clause 8.1;
- (n) adhere to all DHHS security requirements while at the Grevillea Unit, including, but not limited to:
  - (i) instructing its staff to adhere to all DHHS security requirements at the Grevillea Unit and any security requirements of Corrections Victoria;
  - (ii) ensuring its employees, officers, agents and contractors submit to searches upon entry and exit from the Grevillea Unit;
  - (iii) maintaining confidentiality and ensuring its employees, officers, agents and contractors maintain confidentiality around the Grevillea Unit's security arrangements; and
  - (iv) carrying out all reasonable and lawful directions of DHHS and Corrections Victoria;
- (o) be an equal opportunity employer;
- (p) maintain a smoke-free working environment;
- (q) have and enforce appropriate policies and procedures relating to occupational health and safety, sexual harassment and violence in the workplace;
- (r) provide the Services to the reasonable satisfaction of DHHS, using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
- (s) use best endeavours to ensure the highest quality of work and that the Services are delivered with the utmost efficiency;
- (t) act in good faith and in the best interests of the Recipients, to the greatest extent possible, consistent with any other requirement or obligation; and

- (u) keep DHHS (through Secure Services) informed of all matters of which it ought reasonably be made aware and provide such information in relation to the provision of the Services as may reasonably be required by DHHS; and
- (v) ensure that all teachers have a Victorian Institute of Teaching certificate.

## 7. DET STAFF

- 7.1 The parties agree that the staff delivering the Services at the Grevillea Unit remain employees of DET and will not be required to report to DHHS other than as set out in this MOU.
- 7.2 DET will be responsible for its own employees and will maintain worker's compensation and any other relevant insurance during the term of this MOU.
- 7.3 The parties agree that in relation to educational matters, the policies and procedures applying to DET's staff and the educational instruction provided at Parkville College will apply at the Grevillea Unit. In the event of any inconsistency in policy and procedure in relation to security and operational matters, the policies and procedures at the Grevillea Unit will apply.

### Teacher Registration and Background Checks

- 7.4 DET must ensure that all staff provided are registered with the Victorian Institute of Teachers (VIT) or have and maintain at all times a current and valid Working With Children Check Card permitting them to engage in that Child-Related Work, and as soon as possible upon request by DHHS, DET must provide evidence to DHHS' satisfaction that any such person engaging in Child-Related Work has a current and valid Working With Children Check Card permitting them to engage in that Child-Related Work.
- 7.5 Without limiting clause 7.4, if requested by DHHS, DET will, at its own cost, undertake any reasonable probity and/or background checks on any person employed or engaged by DET to perform work or carry out its obligations under this MOU, including without limitation investigations as to criminal and police records (including National Security Clearance and finger printing). The probity and/or background checks required under this clause must be undertaken before the relevant person employed or engaged by DET commences work under this MOU.



- 7.6 Where the results of any probity and/or background checks undertaken in accordance with clause 7.5 reveal outcomes or other information that may be relevant as to whether it is appropriate for the relevant person to perform work or carry out DET's obligations under this MOU, DET will disclose those results to DHHS and will, if requested by DHHS, prevent the relevant person from performing work or carrying out DET's obligations under this MOU.
- 7.7 DET must seek to procure such consents or permissions as are required by Law to facilitate and complete the probity and/or background checks referred to in this clause 7 and lawfully disclose the results of such checks to the DHHS in accordance with clause 7.6.
- 7.8 If in DHHS' opinion, a staff member of DET engages in any form of inappropriate behaviour or misconduct, or fails to carry out any reasonable or lawful direction of DHHS, DHHS may request that:
- (a) DET prevent the relevant person from performing work or carrying out DET's obligations under this MOU; and
  - (b) DET investigate the matter,
- and DET will prevent the relevant person from performing work or carrying out DET's obligations under this MOU.

## 8. RESPONSIBILITIES OF THE WORKING GROUP

- 8.1 The Working Group will monitor, assess and oversee:
- (a) the development and implementation of a risk management plan;
  - (b) the development of an emergency management plan;
  - (c) the delivery of Services by DET; and
  - (d) individual Recipient progress and participation in any manner it sees fit.
- 8.2 Where reference is made in this MOU to any decision to be made by the Working Group, that decision shall be made by the DHHS representatives in the Working Group. Working Group members who represent DET shall be consulted on any matter requiring the consideration of the Working Group.

## 9. PRIVACY AND CONFIDENTIALITY

- 9.1 Each party must keep all confidential information, including Recipient records and information, absolutely confidential and each party warrants to the other that it will not

communicate, publish or release, or permit the communication, publication or release of any Confidential Information except:

- (a) as is necessary for the parties to perform their obligations under this MOU;
- (b) as required by Law or the parties' reporting obligations; or
- (c) as is permitted under this MOU or otherwise agreed in writing by the parties.

9.2 Furthermore, in relation to Recipients' personal, sensitive or health information (as defined in the Privacy and Data Protection Act 2014 and the Health Records Act 2001), DET agrees that it will not, and will ensure that its officers, agents, employees and contractors do not act or engage in any practice that would breach:

- (a) an Information Privacy Principle ("IPP") contained in part 1 of the *Privacy and Data Protection Act 2014* (Vic), which if done or engaged in by DHHS, would be a breach of that IPP; or
- (b) a Health Privacy Principle ("HPP") contained in part 1 of the *Health Records Act 2001* (Vic),

and to immediately notify DHHS if it becomes aware of a breach or possible breach of any of these obligations.

9.3 It is agreed that the obligations in this clause survive completion or termination of this MOU.

## 10. TERM

This MOU will commence on 29 December 2016 and will continue until the date on which both of the Orders in Council made on 29 December 2016 establishing the Grevillea Unit are revoked, unless terminated earlier by the parties in accordance with clause 15 (Term).

## 11. REVIEW

The parties shall, as required and agreed but no less than once each year during the Term:

- (a) review the relationship of the parties to this MOU and whether the outcome has been achieved as set out in this MOU;
- (b) discuss and resolve any issues or concerns of the parties.

## 12. DISPUTE RESOLUTION

- 12.1 All disputes between the parties shall be resolved in the first instance by good faith negotiations between the nominated representatives of the parties.
- 12.2 If the dispute is not resolved within ten (10) days of commencement of such negotiations, the dispute will be referred for resolution to the Secretary to DHHS and the Secretary to DET.
- 12.3 Despite the existence of a dispute, each party will continue to comply with the terms and conditions set out in this MOU.

## 13. VARIATION

This MOU may only be varied with the written consent of each party.

## 14. INSURANCE

The parties acknowledge that:

- (a) they hold insurance with the Victorian Managed Insurance Authority (VMIA);
- (b) it is unnecessary to include a release, indemnity or insurance provision in this MOU. The insurance of each party is adequate to cover foreseeable losses arising out of each of their own potential liabilities. The parties agree that any insurance or indemnity issue arising under this MOU will be determined having regard to the common law principles of liability; and
- (c) if a party ceases to hold insurance with VMIA it will notify the other party within five (5) Business Days of becoming aware that it will cease to hold such insurance and in any event, prior to the insurance policy ceasing to be valid. The parties acknowledge that an amendment to this MOU may be required if a party ceases to hold insurance with VMIA.

## 15. TERMINATION

- 15.1 Notwithstanding any other provision of this MOU, a party may terminate this MOU without cause or penalty at any time by providing the other party with four (4) weeks' notice in writing of its decision to terminate the MOU.
- 15.2 A party may terminate this MOU by written notice to the other party if the other party fails to perform any of its obligations under this MOU, and if such a breach is capable of



remedy, the other party does not remedy the failure to perform within seven (7) days after the date on which written notice of the breach is provided by the first party.

15.3 In the event of early termination of the MOU:

- (a) each party must immediately upon termination deliver to the other party, all of that other party's Confidential Information and all other information and equipment in that party's power, possession or control belonging to the other party;
- (b) if DHHS terminates this MOU in accordance with clause 15.2, DET will pay the reasonable costs in connection with engaging an alternative party to deliver the Services under this MOU.

16. COUNTERPARTS

This MOU may be executed in any number of counterparts all of which taken together constitute one instrument.

17. GOVERNING LAW

This MOU is governed by and is to be construed in accordance with the Laws of Victoria.

18. ASSIGNMENT

A party must not sell, transfer, delegate, assign, or licence any right or obligation under this MOU to any person, without the prior written consent of the other party.

19. REPRESENTATIVES AND CONTACTS

- (a) Each party nominates the persons listed in the Schedule as their representative(s) to act as the contact point for all communications under this MOU.
- (b) Each party acknowledges that their representatives are authorised to act for and on behalf of that party in relation to the implementation of the arrangements set out in this MOU.
- (c) A party may change their representative or contact by written notice to the other party.

Executed:

Signed by the Secretary to the Department of  
Health and Human Services

Signed by the Secretary to the Department of  
Education and Training



NAME: Kym Peake  
DATE:

NAME: Gill Callister  
DATE: 30 / 12 / 2016

Schedule

Item 1:

DHHS Contact Manager:  
Scott Jacques

Head of Operations, Youth Justice Custodial Services  
Department of Health and Human Services

[REDACTED]

[REDACTED]

Item 2(a):

DET Contact Manager:

Brendan Murray, Executive Principal, Parkville College  
Department of Education and Training

[REDACTED]

[REDACTED]

Item 2(b):

DET Representative:

Stephen Fraser, Executive Director, Regional Services Group

Department of Education and Training

[REDACTED]

[REDACTED]