

NATIONAL PARTNERSHIP AGREEMENT ON TAFE FEE WAIVERS FOR CHILDCARE QUALIFICATIONS

Council of
Australian
Governments

An agreement between

- the **Commonwealth of Australia** and
- the **States and Territories**, being:
 - ◆ The State of New South Wales;
 - ◆ The State of Victoria;
 - ◆ The State of Queensland;
 - ◆ The State of Western Australia;
 - ◆ The State of South Australia;
 - ◆ The State of Tasmania;
 - ◆ The Australian Capital Territory; and
 - ◆ The Northern Territory of Australia.

National Partnership Agreement on TAFE Fee Waivers for Childcare Qualifications

PRELIMINARIES

1. This agreement is created subject to the provisions of the *Intergovernmental Agreement on Federal Financial Relations* and should be read in conjunction with that Agreement and subsidiary schedules. In particular, the schedules include direction in respect of performance reporting and payment arrangements.
2. The Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage. That commitment is embodied in the objectives and outcomes of this agreement. However, the Parties have also agreed other objectives and outcomes – for example, in the National Indigenous Reform Agreement – which the Parties will pursue through the broadest possible spectrum of government action. Consequently, this agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships entered into by the Parties.

PART 1 – FORMALITIES

Parties to this Agreement

3. This National Partnership (the “Agreement”) is between the Commonwealth of Australia (the “Commonwealth”) and the States and Territories (the “States”).

Term of the Agreement

4. The Agreement applies to student activity of the 2009 calendar year only. A longer term arrangement will be negotiated by the Parties to this agreement in 2010.

Interpretation

5. For the purpose of this Agreement:
 - (a) **Eligible child care courses** are defined as training package qualifications undertaken in children’s services at the diploma and advanced diploma level;
 - (b) **Fees** are defined as compulsory regulated fees levied on students for enrolment in an eligible course of study;

Intergovernmental Agreement on Federal Financial Relations

- (c) **Regulated fees** are defined as any fees mandated by the State or Territory government, and exclude any fees that are imposed on students by the TAFE or other government providers; and
- (d) **Other government providers** are defined as government owned and managed education facilities/organisations, other than TAFE, that deliver vocational education and training.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

- 6. This agreement will assist in meeting the objectives of the National Partnership Agreement on Early Childhood Education, agreed by COAG on 29 November 2008.

Outcomes

- 7. This Agreement is part of the Commonwealth's Early Childhood Workforce Strategy and aims to develop a child care workforce with high level qualifications to provide a strong foundation for the health and educational development of children.

Outputs

- 8. The key output of this Agreement will be that TAFE and other government providers will not levy fees on students undertaking eligible child care courses.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

- 9. To realise the objectives and commitments in this Agreement, and to meet the key output identified in Clause 8, the Commonwealth will:
 - (a) fund the States for all regulated fee revenue foregone in relation to this agreement, with a reconciliation mechanism in place for the Commonwealth to review and adjust funding based on the actual utilisation of relevant qualifications using evidence provided by the States; and
 - (b) promote eligible fee free child care training places.

Role of the States and Territories

- 10. To realise the objectives and commitments in this Agreement, and to meet the key output identified in Clause 8, the States and Territories will:
 - (a) have responsibility for ensuring that TAFE and other government providers do not levy compulsory regulated fees on students undertaking eligible child care qualifications;
 - (b) inform the Commonwealth within seven days of any changes in compulsory regulated fee policy setting arrangements that affect eligible child care qualifications;

- (c) inform TAFE and other government providers of their responsibility to inform current and possible future child care students about fee free child care qualifications. This includes in all fee policies, promotional material such as websites, handbooks, brochures and through any career counsellor networks;
- (d) ensure that the financial impact of the removal of child care fees is evident in financial information provided by the States to the Commonwealth; and
- (e) work with the Commonwealth to promote eligible fee free child care training places.

PART 4 – GOVERNANCE ARRANGEMENTS

Dispute resolution

- 11. Any Party may give notice to other Parties of a dispute under this Agreement.
- 12. The relevant delegates will attempt to resolve any dispute in the first instance.
- 13. If a dispute cannot be resolved between the relevant delegates, it may be escalated to the relevant Ministerial Council.

Variation of the Agreement

- 14. The agreement may be amended at any time by agreement in writing by all the Parties and under terms and conditions as agreed by all the Parties.
- 15. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

PART 5 – FUNDING AND REPORTING

- 16. The Commonwealth will fund the States to remove fees from eligible child care qualifications provided at TAFE and other government training providers. The quantum of funding will be based on individual jurisdiction's fee models and fee profiles as provided to the Commonwealth. Estimated funding for 2009 is shown below:

Intergovernmental Agreement on Federal Financial Relations

State or territory	Funding
New South Wales	\$4,250,214.00
Victoria	\$1,618,722.13
Queensland	\$837,876.20
Western Australia	\$562,225.00
South Australia	\$587,945.45
Tasmania	\$198,602.25
Australian Capital Territory	\$317,090.00
Northern Territory	\$75,122.00
Total	\$8,447,797.03

17. Reporting under this National Partnership will comply with the requirements of Schedule C to the *Intergovernmental Agreement on Federal Financial Relations*.
18. Reporting will occur during reconciliation, which will take place in 2010 based on fees applicable at 1 January 2009, as provided by States and student activity for 2009 as recorded in the National Centre for Vocational Education Research Vocational Education and Training Provider Collection. The estimated funding detailed in the table above will be provided to each jurisdiction as a one-off payment by 31 January 2009.

The Parties have confirmed their commitment to this agreement as follows:

Signed *for and on behalf of the Commonwealth of Australia by*

The Honourable Kevin Rudd MP
Prime Minister of the Commonwealth of Australia
January 2009

Signed *for and on behalf of the State of New South Wales by*

The Honourable Nathan Rees MP
Premier of the State of New South Wales
December 2008

Signed *for and on behalf of the State of Queensland by*

The Honourable Anna Bligh MP
Premier of the State of Queensland
December 2008

Signed *for and on behalf of the State of South Australia by*

The Honourable Mike Rann MP
Premier of the State of South Australia
December 2008

Signed *for and on behalf of the Australian Capital Territory by*

Jon Stanhope MLA
Chief Minister of the Australian Capital Territory
December 2008

Signed *for and on behalf of the State of Victoria by*

The Honourable John Brumby MP
Premier of the State of Victoria
December 2008

Signed *for and on behalf of the State of Western Australia by*

The Honourable Colin Barnett MP
Premier of the State of Western Australia
December 2008

Signed *for and on behalf of the State of Tasmania by*

The Honourable David Bartlett MP
Premier of the State of Tasmania
December 2008

Signed *for and on behalf of the Northern Territory by*

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
December 2008