

**SERVICE LEVEL AGREEMENT**  
**FOR FIRST 5 FOREVER FAMILY LITERACY INITIATIVE**

**between**

**LIBRARY BOARD OF QUEENSLAND**

**and**

**[COUNCIL]**

**1. TERMS OF AGREEMENT**

- 1.1 Name of Council: **[Council]**
- 1.2 Commencement Date: 1 January 2019
- 1.3 Completion Date: 30 June 2021
- 1.4 Council Contact Officer  
(for enquiries):  
.....  
.....  
.....  
.....  
.....
- 1.5 Library Board Contact Officer  
(for enquiries):  
Local Government Coordination  
State Library of Queensland  
PO Box 3488  
South Brisbane Q 4101  
Phone (07) 3842 9049  
Email: [lgc@slq.qld.gov.au](mailto:lgc@slq.qld.gov.au)

## 2. STATEMENT OF COOPERATION

- 2.1 The Library Board agrees to work collaboratively with Council to support the First 5 Forever Family Literacy Initiative (**First 5 Forever**).
- 2.2 Council agrees to expend the Grant received from the Library Board as specified in this Agreement and to use its best endeavours to implement First 5 Forever through its Public Library or IKC service for the continued benefit of its community.
- 2.3 Council agrees to publicly acknowledge the support of the State Government in the funding of the First 5 Forever initiative: <http://plconnect.slq.qld.gov.au/manage/funding-and-grants/funding-acknowledgement>
- 2.4 The Grant is to be expended only on eligible items, activities or projects as outlined in the First 5 Forever Guidelines available at: <http://plconnect.slq.qld.gov.au/resources/children-and-young-people/first-5-forever>, unless written permission is obtained by Council from the Library Board prior to expenditure of the Grant.

## 3. LIBRARY BOARD OBLIGATIONS

- 3.1 The Library Board agrees to comply with the Library Board obligations as specified in **Schedule A**.

## 4. COUNCIL OBLIGATIONS

- 4.1 Council agrees to comply with Council obligations as specified in **Schedule B**.

## 5. DISPUTE RESOLUTION

- 5.1 For the purpose of this clause, a dispute will have arisen when either Party gives notice to that effect to the other Party.
- 5.2 The Parties agree to attempt to settle any dispute arising in connection with this Agreement in Good Faith by negotiation.

## 6. FAILURE TO MEET OBLIGATIONS

- 6.1 If the Library Board is of the reasonable opinion that:
  - a) Council has failed to comply with any provision of this Agreement; or
  - b) the Grant is not being applied for the purposes authorised by this Agreement,then the Library Board may give notice to Council specifying the failure and requiring Council to remedy it within 28 days from the date of the notice.
- 6.2 If Council does not comply with a notice under clause 6.1, the Library Board may by further notice to Council elect to:
  - a) withhold the Grant or any Allocations until the notice under clause 6.1 is complied with;
  - b) alter the amount, timing or frequency of payment of the Grant or any Allocations; or

- c) require the repayment of the Grant or any Allocations paid to Council that remain unspent.

## **7. LIMITATION OF LIABILITY**

- 7.1 To the maximum extent permitted by law, the Library Board's liability to Council for any claims in connection with this Agreement, howsoever arising, is limited to an amount equal to the total amount of the Grant paid to Council in the 12 months preceding the claim.

## **8. FURTHER ASSURANCE**

- 8.1 Council must do all things (including by signing deeds and other documents) that are reasonably necessary to give full effect to this Agreement.

## **9. NOTICES**

- 9.1 A notice or other communication to or by a Party under this Agreement:

- a) must be in writing;
- b) may be delivered in person, by email or by post to an address of the recipient specified in this Agreement or any new address of the recipient known to the sender;
- c) subject to paragraph (d), is deemed to be effective:
  - i) if delivered in person, upon delivery to the recipient;
  - ii) if sent by email, one Business Day after the date shown on the email of the sender, unless:
    - A) the sender receives an automated notification that the email has not been received by the intended recipient, in which case the notice is deemed to not have been served at the time of sending; or
    - B) receipt is acknowledged by the recipient sooner than one Business Day, in which case the notice is deemed to have been served at the time the receipt is acknowledged;
  - iii) if posted, eight Business Days after the date of posting to the addressee; and
- d) if delivered or received on a day which is not a Business Day, it is taken to have been delivered or received on the following Business Day and, if delivered or received after 5:00pm (addressee's time), then notice is taken to have occurred at 9:00am on the following Business Day.

## **10. ENTIRE AGREEMENT**

- 10.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter. It sets out the only conduct relied on by the Parties and supersedes all earlier conduct and prior agreements and understandings between the Parties in connection with its subject matter.

**11. AMENDMENT**

11.1 This document may be amended only by another written agreement executed by all the Parties.

**12. NO ASSIGNMENT**

12.1 The rights given to the Council under this document are personal to the Council and are not assignable.

12.2 The Council must not assign or charge its rights and obligations under this document.

**13. SIGNATURES**

**IN WITNESS WHEREOF** parties hereto have executed this Agreement on the dates below.

**SIGNED** for and on behalf of )  
**The Library Board of Queensland** )  
) )  
by Vicki McDonald )  
State Librarian and Chief Executive )  
Officer ) \_\_\_\_\_ (Signature)  
) )  
a person duly authorised in that behalf )  
) )  
this \_\_\_\_\_ day of \_\_\_\_\_ 201 )  
) )  
in the presence of )  
) )  
\_\_\_\_\_ )  
(Print Witness Name) ) \_\_\_\_\_ (Witness Signature)

**SIGNED** for and on behalf of )  
**[Council]** )  
) )  
by \_\_\_\_\_ )  
) \_\_\_\_\_ (Signature)  
) )  
a person duly authorised in that behalf )  
) )  
this \_\_\_\_\_ day of \_\_\_\_\_ 201 )  
) )  
in the presence of )  
) )  
\_\_\_\_\_ )  
(Print Witness Name) ) \_\_\_\_\_ (Witness Signature)

**Enclosures:**

- Schedule A - Library Board of Queensland Obligations
- Schedule B - Council Obligations
- Schedule C - Definitions

## SCHEDULE A

### LIBRARY BOARD OBLIGATIONS

1. Provide a cash Grant calculated according to the First 5 Forever Grant Methodology to Council to participate in First 5 Forever, subject to the Library Board receiving such funds from the State Government.

2. Pay the Grant as fixed annual allocations (**Allocations**):

Allocation	Period	Amount
1	1 January 2019 to 30 June 2019	\$xxxx
2	1 July 2019 to 30 June 2020	\$xxxx
3	1 July 2020 to 30 June 2021	\$xxxx

- a. Allocation 1 will be paid to Council within 28 days of receipt by the Library Board of the signed Agreement.
- b. Allocation 2 will be paid to Council within 28 days of receipt of the Required Reporting Documentation by 31 August 2019.
- c. Allocation 3 will be paid to Council within 28 days of the receipt of the Required Reporting Documentation by 31 August 2020.

3. Provide Queensland Public Library Standards and Guidelines to encourage the continued development of public library services in Queensland.

4. Provide, from time to time, First 5 Forever Guidelines that detail the eligible items, activities or projects that govern the expenditure of the Grant:  
<http://plconnect.slq.qld.gov.au/resources/children-and-young-people/first-5-forever>

5. Provide, from time to time, branding and media templates to enhance understanding of First 5 Forever, including, but not limited to:

- a. Logos and devices associated with the initiative;
- b. Key communication messages for public libraries and IKCs to use in their communications;
- c. Content for media releases for adaptation by public libraries and IKCs;
- d. Content for social media exposures and virtual marketing efforts;
- e. Templates for banners or signs available for download; and
- f. Time of State Library staff to assist with Media interviews where required.

6. Provide, from time to time, Resources and advice to enhance the skills of staff and the quality of programs being delivered to the community, including, but not limited to:

- a. Professional development opportunities for Public Library and IKC staff in early years language and literacy throughout the duration of the Agreement;
- b. Access to program content that provides examples of best practice in relation to programming for early years literacy;
- c. Guidance on content of programs where requested; and

- d. Storytelling kits for loan to public libraries or IKCs for use by library or IKC staff during Early Literacy Sessions.
- 7. Collect, collate and analyse data to evaluate the effectiveness of First 5 Forever on an annual basis.

## SCHEDULE B

### COUNCIL OBLIGATIONS

1. Provide free access to Early Literacy programming for children aged 0-5 and their families which strive to meet or exceed the First 5 Forever Guidelines.
2. Strive to embed Early Literacy strategies into all library and library-related programming and services targeting families of children aged 0-5.
3. Have management and operational practices which strive to meet or exceed the Queensland Public Library Standards and Guidelines
4. Ensure expenditure of Grant funds and delivery of programming is consistent with eligible items, activities or projects as listed in the First 5 Forever Guidelines.
5. Liaise or partner with community groups or local early childhood services to:
  - a. increase access to families to library or IKC programming, Resources and services that support Early Literacy;
  - b. promote First 5 Forever strategies; and
  - c. promote the value of libraries and IKCs in supporting the development of strong Early Literacy foundations for children aged 0-5.
6. Establish or participate in cross-sector reference group/s comprising representatives from the following types of partner organisations in the local community:
  - a. Community Health Sector;
  - b. Early Childhood Education; and
  - c. Local not for profit agencies or State Government agencies already engaged in delivering services to families with children aged 0-5.
7. Publicly acknowledge the support of State Government through State Library where applicable. Visit the Public Libraries Connect First 5 Forever webpage [www.plconnect.slg.qld.gov.au/resources/children-and-young-people/first-5-forever/first-5-forever-resources](http://www.plconnect.slg.qld.gov.au/resources/children-and-young-people/first-5-forever/first-5-forever-resources) for funding acknowledgement guidelines.
8. Support and actively encourage library or IKC staff involved in the delivery of Early Literacy programming to develop and increase their capacity through their participation in professional development opportunities.
9. Provide information to the Library Board by 31 August each year on a template supplied by the Library Board on the outputs and outcomes of First 5 Forever programs and activities that may include:
  - a. Number of Early Literacy Sessions provided to the community;
  - b. Number of attendances at these sessions;
  - c. Evidence of outcomes, including photographs, media coverage and case studies; and
  - d. Financials associated with the delivery of First 5 Forever activities by Council,

**(Required Reporting Documentation).**

10. Immediately return all unspent Allocations to the Library Board at the earlier of the termination of this Agreement or the Completion Date.



## SCHEDULE C

### DEFINITIONS

Where the following terms (in bold) are referred to throughout this agreement, they have the following meaning:

<b>Agreement</b>	this Agreement and any associated schedules.
<b>Allocations</b>	the fixed annual allocations of the Grant as set out in clause 2 of Schedule A of this Agreement.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday.
<b>Commencement Date</b>	the date on which this Agreement begins to operate.
<b>Community Health Sector</b>	Health professionals including general practitioners, paediatricians, maternal health nurses, speech language pathologists and mental health practitioners who work locally within a particular community and respond directly to local health and developmental issues.
<b>Completion Date</b>	the date on which this Agreement ends.
<b>Council</b>	the Party set out in clause 1.1. For the purpose of this Agreement, Council is the third tier of government as identified in section 70 of the <i>Constitution of Queensland 2001</i> .
<b>Early Childhood Education</b>	recognised education programs available for children prior to formal schooling provided through kindergartens, stand-alone preschools, long day care settings and early learning centres, as well as preschool programs within the independent school sector.
<b>Early Literacy</b>	refers to the knowledge and skills (developed from birth) required for verbal and nonverbal communication, reading, and writing. Early literacy does not include learning to read.
<b>Early Literacy Sessions</b>	sessions that provide Early Literacy activities for children aged 0-5 and advocate to parents and carers the importance of their role in literacy and language development for their child. These sessions provide families with the support, and Resources required to actively engage with their child in Early Literacy activities.
<b>First 5 Forever</b>	has the meaning given in clause 2.1 of this Agreement.
<b>First 5 Forever Grant Methodology</b>	the First 5 Forever Grant Methodology for 2019 – 2021, as approved by the Honourable Leeanne Enoch, Minister for Environment and the Great Barrier Reef, Minister for Science and Minister for the Arts in 2018.
<b>First 5 Forever Guidelines</b>	the guidelines setting out the eligible items, activities or projects on which the First 5 Forever Grant may be expended. These guidelines are available at <a href="http://plconnect.slq.qld.gov.au/resources/children-and-">http://plconnect.slq.qld.gov.au/resources/children-and-</a>

[young-people/first-5-forever](http://www.first5forever.org.au/young-people/first-5-forever).

<b>Good Faith</b>	means to act: <ul style="list-style-type: none"><li>• honestly;</li><li>• reasonably, having regard to the terms of this Agreement; and</li><li>• co-operatively, by doing everything properly and reasonably within the control of a party which is necessary to enable the other party to perform its obligations under this Agreement.</li></ul>
<b>Grant</b>	an amount, calculated according to the First 5 Forever Grant Methodology, to be paid to Council as Allocations in accordance with clause 2 of Schedule A of this Agreement.
<b>Libraries Act 1988</b>	<a href="https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/L/LibrarArchA88.pdf">https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/L/LibrarArchA88.pdf</a>
<b>Library Board</b>	The Library Board of Queensland, the governing body of the State Library which draws its powers from the <i>Libraries Act 1988</i> , and whose Chairperson is a signatory to this Agreement.
<b>Resources</b>	resources that support the delivery of Early Literacy activities for children aged 0-5, and/or advocate to parents and carers the importance of their role in literacy and language development for their child.
<b>Parties</b>	The Library Board and Council.
<b>Public Library or Indigenous Knowledge Centre or IKC</b>	<u>Public Library or Indigenous Knowledge Centre Service</u> : provide information, collections and services to members of the public through physical facilities, including both fixed and mobile branches. Overall funding and operation is provided by Council. Assistance may be provided by the Library Board in the form of cash grants, advisory and training services.
<b>Queensland Public Library Standards and Guidelines:</b>	the Queensland Public Library Standards and Guidelines are recommendations designed to assist Queensland public library staff and local governments in the planning and development of their library services. Further information is available on the Public Libraries Connect website: <a href="http://plconnect.slq.qld.gov.au/manage/policies-standards-and-protocols/standards-and-guidelines">http://plconnect.slq.qld.gov.au/manage/policies-standards-and-protocols/standards-and-guidelines</a>
<b>Required Reporting Documentation</b>	has the meaning given in clause 7 of Schedule B of this Agreement.
<b>State Government</b>	the Queensland Government.
<b>State Library</b>	The State Library of Queensland controlled, managed and operated by the Library Board of Queensland pursuant to the <i>Libraries Act 1988</i> .