

NATIONAL PARTNERSHIP AGREEMENT ON EMPOWERING LOCAL SCHOOLS

Council of
Australian
Governments

An agreement between
the Commonwealth of Australia and
the States and Territories, being:

- t The State of New South Wales
- t The State of Victoria
- t The State of Queensland
- t The State of Western Australia
- t The State of South Australia
- t The State of Tasmania
- t The Australian Capital Territory
- t The Northern Territory of Australia

This Agreement will contribute to greater ability of schools to make decisions at a local level, enabling them to better respond to local school community needs and provide the services designed to assist their students to achieve their best education outcomes.

National Partnership Agreement on Empowering Local Schools

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This National Partnership Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement (IGA) on Federal Financial Relations and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA.
2. In entering this Agreement, the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States) recognise that they have a mutual interest in enhancing the capacity of schools to make decisions at a local level and that they need to work together to achieve those outcomes.
3. This Agreement will strengthen the local decision making capacity of approximately 714 government schools of the total 1,000 government and non-government schools participating in Phase One of the *Empowering Local Schools* initiative. This will enable these schools to better respond to local school community needs and provide services designed to assist their students to achieve their best educational outcomes. Phase One will be implemented over the 2012 and 2013 school years; one third of the total number of schools participating in Phase One will be located in regional areas.
4. The *Empowering Local Schools* initiative complements reforms being delivered through the Smarter Schools National Partnerships and aligns with and builds on the broader schools reform agenda. The Australian Government has committed \$480.5 million to support the implementation of the *Empowering Local Schools* initiative over the 2010-11 to 2016-17 financial years. This includes \$43.6 million in payments to States for Phase One under this Agreement.
5. Increased local school decision-making is broadly defined as the extent to which decision-making responsibilities are devolved from school systems to the individual school level. Decisions may be devolved to a range of leadership positions within school communities. A school community in this Agreement includes principals, other school leaders, teachers, parents and carers and/or school governing bodies.
6. Phase One will focus primarily on increasing local decision-making in participating schools in the areas of:
 - (a) governance arrangements (e.g. strategic planning, school operations, decision making structures and processes that include parents and carers and the community);
 - (b) funding and infrastructure (e.g. allocation of resources, infrastructure management, planning and maintenance); and

- (c) workforce (e.g. staffing profiles, recruitment, performance management).
7. An independent evaluation of Phase One will be commissioned by the Commonwealth, as detailed in Schedule A to this Agreement. The evaluator will collect evidence regarding the achievement of increased local decision-making in participating schools across the country. The evaluation will consider the unique circumstances in each state and territory and provide an opportunity to learn and share what works effectively in different settings. All participating schools and education authorities will be required to provide information, data and examples to the independent evaluator at specific times as outlined in Schedule A.
 8. The evaluation of Phase One will inform Phase Two of the initiative, due to commence from July 2015. The mechanism for the implementation of Phase Two will be the subject of further discussions between the Commonwealth and the States following the conclusion of the evaluation.
 9. Activities under this Agreement will be complemented by work being undertaken by the Australian Institute for Teaching and School Leadership (AITSL) to support principal professional development, communities of practice and a strong research base. AITSL will collaborate with education authorities in undertaking this work.
 10. This Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships agreed by the Parties. In particular, the Parties are committed to addressing the issue of social inclusion, including responding to Aboriginal and Torres Strait Islander disadvantage (for example, the reform commitments provided in the National Indigenous Reform Agreement) and those commitments are embodied in the objectives and outcomes of this Agreement.

Part 1 – Formalities

PARTIES TO THIS AGREEMENT

11. This Agreement is between the Commonwealth and the States. Non-government education authorities in the States are not Parties to the Agreement. The Commonwealth will enter into separate Funding Agreements with non-government education authorities that detail their involvement in this initiative. These Funding Agreements will reflect the objectives of the National Partnership to the greatest degree possible.

Term of the Agreement

12. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 30 June 2014 or on completion of the project including the processing of final payments against the performance milestones, the acceptance of final performance reporting and completion of the project evaluation, unless terminated earlier or extended as agreed in writing by the Parties.

Enforceability of the Agreement

13. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Delegations

14. The Commonwealth Minister for School Education, Early Childhood and Youth is authorised to agree or amend Schedules, including Implementation Plans, to this Agreement and to certify

that milestones specified under this Agreement have been met, so that payments may be made.

15. Respective State and Territory Ministers with portfolio responsibility for school education are authorised to agree or amend Schedules, including Implementation Plans, to this Agreement.

PART 2 – OBJECTIVE, OUTCOME AND OUTPUTS

Objective

16. Participating schools are empowered to make decisions at a local level, supporting them to better respond to the needs of students and the school community and provide services designed to assist their students to achieve their best educational outcomes.

Outcome

17. More efficient and effective school leadership and operation which will contribute to better decision making and lay the foundations for improved outcomes for students over time.

Outputs

18. The objective and outcome of this Agreement will be achieved by:
 - (a) 714 government schools being supported to participate in the initiative by 2013;
 - (b) modified centralised administrative arrangements which support school based decision-making in agreed areas of focus as identified in Implementation Plans, particularly governance, funding and infrastructure and workforce management;
 - (c) more effective school-based decision-making procedures and processes in agreed areas of focus, particularly governance, funding and infrastructure and workforce management;
 - (d) training and professional development for school principals, staff and their local communities to assist them to manage their new and expanded responsibilities effectively; and
 - (e) increased school responsiveness to the needs of students and the school community, including the needs of students experiencing disadvantage.
19. The independent evaluation detailed in Schedule A of this Agreement will assess achievement of the project objective and outcome set out above and the effectiveness of activities undertaken as part of this Agreement.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

20. To realise the objective and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below and in any Schedules to this Agreement.

Role of the Commonwealth

21. The Commonwealth agrees to be accountable for the following roles and responsibilities:
 - (a) providing a one-off financial contribution to education authorities to support the implementation of this Agreement, particularly to assist with changes to administrative arrangements and professional development;

- (b) providing a financial contribution to education authorities for start-up grants for participating schools; and
- (c) funding, commissioning and managing an independent evaluation of Phase One of the initiative, in consultation with the States, as described in Schedule A to this Agreement, to assess achievement of the project objective and outcomes and progress against performance indicators and performance milestones as described in Part 4 – Performance Benchmarks and Reporting.

Role of the States

22. The States agree to be accountable for the following roles and responsibilities:

- (a) ensuring stakeholders, including principals, parents and carers, and communities, are identified, consulted and engaged;
- (b) identifying and making any changes to centralised administrative arrangements required to support increased local decision making;
- (c) ensuring the full amount of Commonwealth funding allocated for start-up grants is distributed to participating schools;
- (d) identifying and making available professional development to enable principals and the school community of participating schools to lead and manage schools with greater levels of local decision-making;
- (e) managing the school selection and participation process for Phase One including ensuring that:
 - i. schools selected to participate in the initiative:
 - have the capacity to take on greater responsibility for managing their own affairs;
 - are supported by the local community, including staff and parents and carers;
 - have the capacity to use their participation for the benefit of students, parents and carers and the broader community over time; and
 - agree to participate in the independent evaluation of the initiative as detailed in Schedule A to this Agreement.
 - ii. the proportion of regional schools selected to participate reflects the proportion of regional schools in their state; this will ensure the achievement of the overall third of all schools participating in the initiative being in regional areas referred to in Clause 3. Regional schools are located in areas that are not classified as major cities under the Accessibility/Remoteness Index of Australia (ARIA); and
 - iii. a range of schools are supported through the initiative including in relation to school type (e.g. primary secondary, and combined) and size; student population (e.g. socio-economic background); and geographic location (metropolitan, regional, remote);
- (f) implementing the initiative in a manner consistent with the approach described by States in their respective Implementation Plans; and
- (g) meeting the reporting obligations described in this Agreement.

23. States are encouraged to identify schools for participation in Phase One that:
- (a) have high Aboriginal and Torres Strait Islander populations; and
 - (b) are located in the ten sites identified for Placed-Based Initiatives in the 2011 Federal Budget. These are: Playford, South Australia; Burnie, Tasmania; Bankstown, NSW; Wyong, NSW; Shellharbour, NSW; Rockhampton, Queensland; Logan, Queensland; Kwinana, Western Australia; Shepparton, Victoria; and Hume, Victoria.

Shared roles and responsibilities

24. The Commonwealth and the States share the following roles and responsibilities:
- (a) participating in inter-governmental discussions as appropriate regarding the implementation of this Agreement;
 - (b) negotiating new or revised Schedules, including Implementation Plans, to this Agreement; and
 - (c) participating in the independent evaluation commissioned under this Agreement. .
25. The Parties will meet the requirements of Schedule E, Clause 26 of the **Intergovernmental Agreement on Federal Financial Relations**, by ensuring that all publications, promotional material and activities relating to the Agreement, appropriately recognise and acknowledge the financial and other support received from the Commonwealth for the Empowering Local Schools initiative.
26. States offering similar programs or initiatives may use existing branding but all publications, promotional material and activities relating to the Agreement must also acknowledge the funding support provided by the Commonwealth.
27. The names of all participating schools for each round will be supplied to the Commonwealth prior to any announcement. Commonwealth and State and Territory officials will reach prior agreement on the nature and content of any announcement or publicity relating to the participating schools, or other activity under this Agreement.

Implementation Plans

28. The Commonwealth and the States will agree on Implementation Plans addressing:
- (a) the current level of local decision-making of schools in the relevant state or territory in agreed areas of focus, particularly governance, funding and infrastructure and workforce, and measures being implemented at the jurisdictional level to support increased local decision-making;
 - (b) the elements of greater local decision-making that will be pursued through this Agreement, and how these are expected to contribute to the objective and outcome of this Agreement;
 - (c) an indication of the changes to centralised administrative arrangements that will be required to support increased local decision-making;
 - (d) a brief outline of:
 - i. the school selection process that will be used to identify participating schools (in accordance with Clause 21(e) of this Agreement);

- ii. the methodology that will be used to allocate start-up funding to schools, including to any clusters of schools that might participate in the initiative;
 - (e) an indication of the training and professional development opportunities that may be made available to principals and school communities;
 - (f) the performance indicators (as outlined in Clause 31 of this Agreement) which are relevant to the activities they are undertaking; and
 - (g) performance milestones, based on current levels of local decision-making and the areas of activity to be undertaken by schools, and the level of progress that is expected to be made towards achieving these.
29. Each education authority will adopt an approach that recognises the current level of local decision-making operating within its system and which suits its individual circumstances.
30. In developing Implementation Plans, education authorities are encouraged to consider how activities under this initiative can best be used to achieve long term benefits that will be evident beyond the life of this Agreement.

PART 4 – PERFORMANCE MONITORING AND REPORTING

Performance indicators

31. Achievement of the objective and outcome of this Agreement will be informed with reference to the following performance indicators:
- (a) the number of schools participating in this initiative;
 - (b) the degree to which centralised administrative arrangements support schools to manage increased local decision-making responsibilities;
 - (c) the degree to which schools are responsible for their finances and school budgets;
 - (d) the extent and effectiveness of school-based decision-making, particularly in relation to governance, funding and infrastructure, and workforce, including staffing profiles;
 - (e) the availability and appropriateness of training and professional development provided to principals and school communities;
 - (f) the number and range of opportunities for engagement of parents and carers and the school community; and
 - (g) the extent to which schools are better able to respond to the needs of students and school communities, including the needs of students experiencing disadvantage.
32. States are not expected to make progress against all indicators and will indicate in their Implementation Plans which performance indicators are relevant to the activities they are undertaking.
33. Progress against the performance indicators will be measured and reported on through the independent evaluation.

Performance milestones

34. Each school will be expected to make progress towards greater levels of local decision-making as a result of participating in this initiative. The progress of each school however will vary, depending on the different arrangements and starting points within their respective jurisdictions.
35. Performance milestones will reflect the activities which are to be pursued as part of this Agreement and will be consistent with the objective, outcome and outputs. Performance milestones will be identified by jurisdictions in their respective Implementation Plans. Implementation Plans will also include information on the level of progress that is expected to be made towards the achievement of these.
36. Progress against these performance milestones will be measured and reported on through the independent evaluation.

Reporting arrangements and input to the independent evaluation

37. Reporting arrangements seek to ensure that the reporting by the States is clear and transparent.
38. Reporting and evaluation of activities and outcomes under this Agreement will occur at two levels:
 - (a) systems level, including the changes to centralised administrative arrangements being undertaken to support local decision-making and the provision of professional development opportunities to principals and school communities; and
 - (b) school level, including the impacts in terms of improvements in decision-making processes and procedures and increased capacity to respond to the needs of students.
39. Information regarding systems level changes will be primarily collected through Implementation Plans and progress reports to the Commonwealth. States will also be required to provide information about systems level changes as part of the independent evaluation.
 - (a) States must provide a progress report by the first week of May 2012 which addresses:
 - i. any changes made to centralised administrative arrangements undertaken to support greater local decision-making in schools;
 - ii. the training and professional development opportunities being made available to principals and school communities to assist them to manage their new responsibilities;
 - iii. how the start-up funding could be used by participating schools;
 - iv. an outline of the selection and assessment process;
 - v. confirmation of how cluster arrangements will be administered;
 - vi. an overview of the accountability measures to be applied to schools participating in Phase One to ensure the start-up funding is used effectively and appropriately; and
 - vii. details of participating schools, including:
 - school name, address and funding allocation;

- information regarding each school's geographic location and if the school is located within one of the ten sites identified for Placed-Based Initiatives;
- school type (e.g. primary/secondary, K-12, co-educational etc);
- student enrolments, including percentage of Aboriginal and Torres Islander students;
- staffing numbers; and
- an indication if the school is participating as part of a cluster arrangement.

(b) States must provide a final report by the first week of December 2013 which provides:

- confirmation of school participation and allocation of start-up grants;
- an overview of changes to centralised administrative arrangements undertaken; and
- an overview of training and professional development opportunities provided to principals and school communities.

40. Information regarding impacts at the school level will be collected on behalf of the Commonwealth by the organisation commissioned to undertake an independent evaluation of the initiative. At no time will schools be contacted by or required to report directly to the Commonwealth or the organisation commissioned to undertake the evaluation on their activities unless previously agreed with the relevant education authority.
41. The protocols for the collection of data and the methodology for the independent evaluation will be determined by the Commonwealth in collaboration with the States; the States will also be represented on the evaluation tender assessment panel.

PART 5 – FINANCIAL ARRANGEMENTS

Financial contributions

42. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with Schedule D – Payment Arrangements of the **Intergovernmental Agreement on Federal Financial Relations**, are shown in Table 1. Where States elect to undertake activities under this Agreement with costs over and above the Commonwealth contribution, they will be responsible for meeting those costs.

Table 1: Estimated financial contributions

(\$ million)	2011-12	2012-13	2013-14	Total
Estimated total budget	63.440			63.440
Less Specific Purpose Payments through States (non-government schools)	18.613	0	0	18.613
Less Commonwealth own purpose expense - Australian Institute for Teaching and School Leadership (AITSL)	1.250	0	0	1.250
Less National Partnership Payment (government schools)	43.577	0	0	43.577
Balance of non-Commonwealth contributions	0	0	0	0

43. A total of \$7.27 million has been made available in transition funding for States. This recognises that States will need to make some changes to administrative arrangements to facilitate greater levels of local decision-making in their schools.
44. States will receive transition funding from the Commonwealth to support changes to centralised administrative arrangements required to assist participating schools to assume increased levels of local decision-making, including, for example, legislative changes, IT system changes and development of training.
45. The transition funding will be provided through a one-off payment in 2011-12 of \$909,000 to each government education authority via the States. The amount of system-change support from the Commonwealth is the same for each of the States.
46. In addition to the transition funding to support changes to centralised administrative arrangements, States will receive \$3,500 for each of their schools participating in Phase One to support the delivery of training and professional development opportunities for participating principals and school communities.
47. Participating schools will each receive start-up funding of between \$40,000 and \$50,000. Schools with multiple campuses will only be eligible for one start-up grant. Education authorities will determine a methodology for the allocation of start-up funding within the specified range which acknowledges the individual circumstances of participating schools (for example, regional schools).
48. Start-up funding provided to the States will be calculated based on the number of schools set out in Table 2, and an average payment of \$47,350 per school. The method used to determine the size of grant for individual schools may vary between education authorities and will be detailed in Implementation Plans.
49. The number of schools may differ from the indicative allocations (as shown in Table 2) and will depend on the number of appropriate schools identified in the assessment and selection process. The allocation of funds within each jurisdiction must stay within that jurisdiction's overall funding contribution.
- (a) Should States identify fewer schools than the indicative allocation, they will only receive start-up funding for the number of schools identified. Any additional funds could be allocated to other education authorities that are able to provide additional schools; and
- (b) Should States identify more schools than the indicative allocation and the funding required to support these schools is greater than their indicative funding allocation, they

will only receive funding for the additional schools if other education authorities are unable to meet their indicative allocations.

50. States can choose to conduct two rounds of school participation over 2012 and 2013; States however, must ensure that the indicative number of schools identified for round one in Table 2 below commence in 2012.
51. States can support 'clusters of schools' under this initiative. All schools participating as part of a cluster will receive a start-up grant; this funding can then be pooled and used for joint activity (e.g. to purchase goods or services for collective use). Arrangements for the administration of 'clusters of schools' will be determined and managed by the relevant educational authority.
52. In the event that a school withdraws from participating in this initiative, the school will return any unspent funds to their respective education authority. States will be responsible for redirecting these funds to new schools which meet the criteria outlined at Clause 21(e) or as agreed with the Commonwealth. Schools that withdraw will be required to participate in the evaluation unless otherwise agreed with the Commonwealth.

Table 2: Indicative allocation of schools and funding contributions – Rounds 1 and 2 of Phase One

Government Education Authorities – Rounds 1 and 2 of Phase One									
	NSW	VIC	QLD	SA	WA	TAS	NT	ACT	TOTAL
Round one	160	116	92	43	57	15	11	6	500
Round two	69	50	39	18	24	7	5	2	214
Total Phase One School allocations	229	166	131	61	81	22	16	8	714
School start-up grants	\$10.843	\$7.860	\$6.203	\$2.888	\$3.835	\$1.042	\$0.758	\$0.379	\$33.808
System transition support funding	\$0.909	\$0.909	\$0.909	\$0.909	\$0.909	\$0.909	\$0.909	\$0.909	\$7.270
\$3500 per phase 1 school	\$0.802	\$0.581	\$0.459	\$0.214	\$0.284	\$0.077	\$0.056	\$0.028	\$2.499
Total Funding	\$12.553	\$9.350	\$7.570	\$4.011	\$5.028	\$2.027	\$1.722	\$1.316	\$43.577

Note: Funding allocations in \$millions have been rounded to 3 decimal points.

53. National Partnership payments to the States will be paid in accordance with *Schedule D – Payment Arrangements* of the **Intergovernmental Agreement on Federal Financial Relations**. Initial payments to States will be made immediately following the execution of Implementation Plans.
54. The States must meet the Implementation Milestones set out in Table 3 in order to receive payment.

Table 3: Implementation Milestones

Implementation Milestones	Associated activities	Reporting requirements	Completion date	Payment
1	<p>Analysis of current levels of local decision-making.</p> <p>Identification of activities to be undertaken as part of Phase One and assessment of what acceptable progress might be anticipated.</p> <p>Consideration of changes to centralised administrative arrangements.</p> <p>Determination of school selection process and methodology for the allocation of start-up funding.</p> <p>Consideration of training and professional development support for principals and school communities.</p> <p>Acceptance of Implementation Plan by the Commonwealth.</p>	Implementation Plan as agreed	First week February 2012	System transition support funds of \$909,000 for each State.
2	<p>Changes to centralised administrative arrangements initiated.</p> <p>Application and assessment for participating schools complete.</p> <p>Provision of details regarding participating schools to the Commonwealth.</p> <p>Professional development opportunities available to principals and school communities.</p> <p>Acceptance of Progress Report by the Commonwealth.</p>	Progress Report	First week May 2012 ¹	<p>Start up grants of \$47,350 on average per participating school.</p> <p>State system support of \$3,500 for training and professional development for each of participating schools. .</p>
3	<p>Confirmation of school participation and allocation of start-up grants.</p> <p>Overview of changes to centralised administrative arrangements undertaken.</p> <p>Overview of training and professional development opportunities provided to principals and school communities.</p>	Final Report	First week December 2013	NA

¹ States can provide their progress report at an earlier date. This would enable them to receive payment prior to May 2012.

Project management risk

55. The States will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, the States bear all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

56. Any Party may give notice to other Parties of a dispute under this Agreement.
57. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
58. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Ministerial Council.
59. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to the Council of Australian Governments for consideration.

Variation of the Agreement

60. The Agreement may be amended at any time by agreement in writing by all the Parties.
61. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

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

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Date]

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

The Honourable Barry O'Farrell MP
Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP
Premier of the State of Queensland

[Day] [Month] [Year]

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Ted Baillieu MLA
Premier of the State of Victoria

[Day] [Month] [Year]

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

The Honourable Colin Barnett MLA
Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP
Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

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

[Day] [Month] [Year]

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

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

The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia
[Day] [Month] [Date]

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

The Honourable Barry O'Farrell MP
Premier of the State of New South Wales
[Day] [Month] [Year]


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

The Honourable Anna Bligh MP
Premier of the State of Queensland
[Day] [Month] [Year]

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia
[Day] [Month] [Year]

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


Ms Katy Gallagher MLA
Chief Minister of the Australian Capital Territory
[Day] [Month] [Year]

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

The Honourable Ted Baillieu MLA
Premier of the State of Victoria
[Day] [Month] [Year]

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

The Honourable Colin Barnett MLA
Premier of the State of Western Australia
[Day] [Month] [Year]

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

The Honourable Lara Giddings MP
Premier of the State of Tasmania
[Day] [Month] [Year]

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

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
[Day] [Month] [Year]

15 FEB 2012

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The Honourable Julia Gillard MP

Prime Minister of the Commonwealth of Australia

[Day] [Month] [Date]

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The Honourable Barry O'Farrell MP

Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP

Premier of the State of Queensland

[Day] [Month] [Year]

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

The Honourable Jay Weatherill MP

Premier of the State of South Australia

Date: 17/2/12

Signed for and on behalf of the Australian Capital Territory by

Ms Katy Gallagher MLA

Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Ted Baillieu MLA

Premier of the State of Victoria

[Day] [Month] [Year]

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

The Honourable Colin Barnett MLA

Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP

Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA

Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP

Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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



The Honourable Barry O'Farrell MP

Premier of the State of New South Wales

17 January 2012

Signed for and on behalf of the State of Victoria by

The Honourable Ted Ballieu MP

Premier of the State of Victoria

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP

Premier of the State of Queensland

[Day] [Month] [Year]

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

The Honourable Jay Weatherill MP

Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA

Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

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

The Honourable Colin Barnett MLA

Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP

Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA

Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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Prime Minister of the Commonwealth of Australia

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The Honourable Barry O'Farrell MP
Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP
Premier of the State of Queensland

[Day] [Month] [Year]

19. Jan. 2012.

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Ted Baillieu MLA
Premier of the State of Victoria

[Day] [Month] [Year]

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

The Honourable Colin Barnett MLA
Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP
Premier of the State of Tasmania

[Day] [Month] [Year]

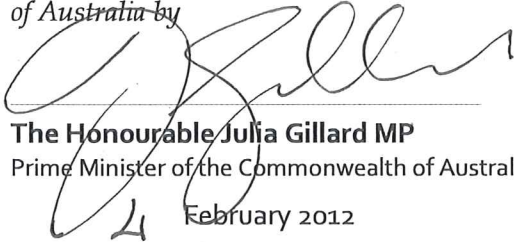
Signed for and on behalf of the Northern Territory by

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

[Day] [Month] [Year]

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

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



The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia

February 2012

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

The Honourable Barry O'Farrell MP
Premier of the State of New South Wales

[Day] [Month] [Year]

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

The Honourable Ted Ballieu MP
Premier of the State of Victoria

[Day] [Month] [Year]

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

The Honourable Anna Bligh MP
Premier of the State of Queensland

[Day] [Month] [Year]

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

The Honourable Colin Barnett MLA
Premier of the State of Western Australia

[Day] [Month] [Year]

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

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

The Honourable Lara Giddings MP
Premier of the State of Tasmania

[Day] [Month] [Year]

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

Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

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

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

[Day] [Month] [Year]

INDEPENDENT EVALUATION

Data Collection

A.1. States and all participating schools will be required to provide all information, data and examples to the organisation commissioned by the Commonwealth reasonably required to undertake an independent evaluation according to the terms of reference set out below. Reasonable requirements take account of the cost of providing information relative to the funding in this Agreement. A.2 States will have access to the raw data that are collected from their jurisdiction as part of the evaluation. This will be an important information source to inform future policy development.

Terms of reference

A.3 The independent evaluator commissioned by the Commonwealth will:

- (a) Develop a methodology for measuring the outcome, outputs and performance indicators as set out in Parts 2 and 4 of this Agreement;
- (b) Develop protocols for contact and engagement with schools for agreement with Education Authorities;
- (c) Collect relevant data from Education Authorities and participating schools including, but not limited to, collection of data to establish a baseline at the beginning of each school's participation and then to assess progress at an agreed midpoint and on completion, as well as in depth interviews and site visits with selected schools;
- (d) Assess the effectiveness of activity undertaken by schools, systems and AITSL in contributing towards the outcome and outputs of the Agreement, the extent to which they meet the objective and provide a return on the Australian Government's investment;
- (e) Develop a conceptual framework and evidence base for considering local decision making (for example, a 'continuum of local school decision making') and populate it with evidence, examples and case studies;
- (f) Provide recommendations for consideration in the design and implementation of Phase Two, due to commence from 2015.

A.4 The independent evaluation will also consider the:

- (a) characteristics of the 1,000 schools participating in Phase One of the initiative including, type and size of school (primary, secondary, combined, etc) and current student population, socio-economic circumstances, geographic location (metropolitan, regional, remote as described by the Accessibility/Remoteness Index of Australia (ARIA) rating) and staffing.
- (b) the impacts of greater local decision-making in different settings (e.g. small and large schools, metropolitan and regional areas), across the agreed areas of focus, particularly governance, funding and infrastructure, and workforce.
- (c) the cost-effectiveness of different approaches and activities, across the agreed areas of focus, particularly governance, funding and infrastructure, and workforce.

A.5. The evaluation process will be guided by the following principles:

- (d) the requirements placed on education authorities and schools will be kept to a minimum;
and
- (e) any communication, including any site-visits, with schools will be undertaken in collaboration with the relevant education authority and in accordance with agreed protocols.

A.6.. The independent evaluation will be overseen by the Empowering Local Schools Reference Group which is comprised of representatives from government and non-government education authorities. The Reference Group will be represented on the evaluation tender assessment panel, will play a key role in developing the methodology for the evaluation and will consider draft reports provided to the Commonwealth.

A.7.The independent evaluator will provide progress reports to the Commonwealth in June 2012, December 2012, June 2013 and December 2013. Each progress report will present a summary of work completed since the last report, including an overview of any system level changes that have occurred, an overview of baseline and progress data collected from schools and detailed case studies that demonstrate findings to date.

A.8. The independent evaluator will provide a draft final report by May 2014 and the Commonwealth will finalise the evaluation by June 2014. The evaluation report will be a stand-alone document that can be used for public information dissemination purposes regarding the outcomes of the project.

A.9 The progress, draft and final reports arising from the evaluation will not identify individual teachers or schools unless explicit permission has been provided by the relevant education authority.