# **PROJECT AGREEMENT -INVESTING IN FOCUS SCHOOLS**

Council of Australian Governments

An agreement between

- n the Commonwealth of Australia and
- n the States and Territories, being:
  - t New South Wiles
  - t Victoria
  - t Queensland
  - t Western Australia
  - t South Australia
  - t Tasnania
  - t the Australian Capital Territory
  - t the Northern Territory

The output of this Project is the accelerated implementation of local level actions in the 'Engagement and Connections', 'Attendance' and 'Literacy and Numeracy' domains of the Aboriginal and Torres Strait Islander Education Action Plan 2010-2014 in some 200 Focus Schools.

# Project Agreement - Investing in Focus Schools

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

## **PRELIMINARIES**

- 1. This Project Agreement (the 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 its Schedules, which provide information in relation to performance reporting and payment arrangements under the Intergovernmental Agreement on Federal Financial Relations.
- 2. This Agreement will support specially selected Focus Schools to complement and accelerate implementation of local level actions in the 'Engagement and Connections', 'Attendance' and 'Literacy and Numeracy' domains of the *Aboriginal and Torres Strait Islander Education Action Plan 2010-2014* (the Action Plan), endorsed by the Council of Australian Governments (COAG). These actions are based on strategies that are known to bring about improved school attendance, increased student and family engagement in school and improved academic achievement of Aboriginal and Torres Strait Islander students.
- 3. In April 2010, the Ministerial Council for Education, Early Childhood Development and Youth Affairs (MCEECDYA) agreed that jurisdictions will prioritise resources to implement the actions in the Action Plan. This Agreement provides for a one-off Commonwealth contribution to support Education Providers to accelerate their implementation of agreed actions in some 200 Focus Schools.
- 4. Through this Project, the Australian Government seeks to support government and nongovernment Education Providers to implement agreed activities under the Action Plan in some 200 selected Focus Schools that have previously received relatively little or no benefit through other Australian Government funded initiatives and reforms such as the Smarter Schools National Partnerships, the Closing the Gap: Expansion of Intensive Literacy and Numeracy Programs or the Focus School Next Steps Initiative.
- 5. The Australian Government has committed \$40 million to support the implementation of the Project in 2011-12. This includes \$33.8 million in payment for State and Territory governments and \$6.2 million in payment for the non-government Education Providers.
- 6. This Agreement constitutes the entire agreement for this Project.

## PART 1 — FORMALITIES

#### Parties to this Agreement

7. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States).

# Term of the Agreement

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

# PART 2 — PROJECT OUTPUIS

#### Outputs

- 9. The outputs of this Agreement will be the development, implementation and extension of:
  - (a) formal and active School and Community Partnership Agreements, sustained through measures such as Family Forums;
  - (b) Personalised Learning Plans for each Aboriginal and Torres Strait Islander student;
  - (c) locally developed and implemented Attendance Strategies to improve Aboriginal and Torres Strait Islander student school attendance;
  - (d) whole school English Literacy and Numeracy Strategies;
  - (e) provision of Professional Learning to teachers and education workers to support the delivery of English Literacy and Numeracy Strategies;
  - (f) other Professional Learning for school leaders and teachers consistent with supporting the achievement of the National Professional Standards for Principals and for Teachers;
  - (g) If items (a) to (f) are already in existence and fully implemented and, in recognition of the different starting points of Participating Schools; progress towards implementing other local level actions within the Action Plan.

# PART 3 — ROLES AND RESPONSIBILITIES OF EACH PARTY

#### Role of the Commonwealth

- 10. The Commonwealth will be responsible for:
  - (a) monitoring and assessing achievement against milestones in the delivery of the Project under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing an in-advance financial contribution to the States to support the implementation of this Agreement.

## Role of the States

- 11. The States will be responsible for:
  - (a) all system level administrative costs associated with the implementation and support of this Project in government schools;
  - (b) timely selection of, and payment of funds to, government Participating Schools;

- (c) the timely disbursement of funds to eligible non-government Education Providers as appropriate and listed in Table 3: Estimated Financial Contributions;
- (d) coordinating with non-government Education Providers to ensure that reports to the Commonwealth incorporate input from non-government Education Providers on the achievement of outputs in relation to schools that fall within their responsibilities, as specified in this Agreement, in accordance with Part 4 – Project Milestones, Reporting and Payments, of this Agreement.

#### **Shared roles**

12. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties is acknowledged and recognised appropriately.

## Selection of Participating Schools

- 13. Education Providers are responsible for selecting Participating Schools in accordance with the quotas set out at Schedule A. When selecting Focus Schools to participate in the Project, Education Providers will endeavour to ensure that, across other Australian Government initiatives and reforms and this Agreement, all Focus Schools have had access to additional Australian Government support for the purpose of improving education outcomes for Aboriginal and Torres Strait Islander students.
- 14. Education Providers are to use the following criteria when selecting Participating Schools. Participating Schools:
  - (a) must be named as a Focus School under the Action Plan;
  - (b) must not be named as a Next Steps School under the Focus School Next Steps Initiative;
  - (c) will preferably have received little or no additional Australian Government funding from other special initiatives or reforms, such as the Smarter Schools National Partnerships; and
  - (d) will preferably have 30 or more Aboriginal and Torres Strait Islander student enrolments (based on 2011 National Schools Statistics Collection), or will form part of a cluster of Focus Schools that together, include 30 or more Aboriginal and Torres Strait Islander student enrolments. A cluster will involve a lead school with other schools cooperating in common activities or support. The lead school will be responsible for reporting on the activities of the cluster.

## Local Activity Plans

15. Education Providers will be responsible for ensuring that each Participating School develops a Local Activity Plan. The Local Activity Plan must identify which action or actions under the Aboriginal and Torres Strait Islander Education Action Plan are being prioritised with the Project Funding and should provide sufficient detail to allow an understanding of what strategies, methods or support is being used in the school community to progress the action or actions identified. Local Activity Plans should contain a statement expressing the school community's goals or targets for participating in the Project. The Local Activity Plan should include an estimate of the cost of activity in each Participating School. Education Providers are required to

consult Indigenous Education Consultative Bodies (IECBs) when drafting guidelines for Participating Schools to develop Local Activity Plans.

# PART 4 — PROJECT MILESTONES, REPORTING AND PAYMENIS

#### **Table 1: Project Milestones**

Milestone(s)	Date due	Relevant Report due	Payment
1. In advance payment in recognition of the costs associated with this project.	June 2012	Not applicable	\$40 million
2. Provision of list of Participating Schools in accordance with selection criteria at Clauses 13 and 14 and Schedule A.	By 27 July 2012	27 July 2012	\$0.0
3. Participating Schools commence implementation of Local Activity Plans.	By Day 1, Term 4 2012	Progress Report: 30 April 2013	\$0.0
4. Baseline data for each Participating School in accordance with Clause 22 and Table 2.	By 30 April 2013		
5. Performance information in accordance with Clause 22 and Table 2.	By 30 April 2013		
6. Performance information in accordance with Clause 22 and Table 2.	By 30 April 2014	Final Report: 30 April 2014	\$0.0

## Reporting arrangements

- 16. The information collected through this Project will provide an indication of strategies that school communities are using to implement agreed local level actions under the Action Plan as well as an indication regarding any short-term gains that might be recorded as a result of introducing these strategies.
- 17. The State's reporting will incorporate input from government and non-government Education Providers.
- 18. By 27 July 2012, the States will provide the Commonwealth with a list of government and nongovernment Participating Schools that meet selection criteria set out in Clauses 13 and 14 and Schedule A. After the list has been provided, it can be varied by an Education Provider in consultation with the Commonwealth.
- 19. The States will provide an initial Progress Report for government and non-government Education Providers by 30 April 2013 which must contain the following information:
  - (a) baseline data for each Participating School against each performance indicator and data item, as specified in Clause 22 and Table 2;
  - (b) performance information as at 31 December 2012 for each Participating School against each performance indicator and data item, as specified in Clause 22 and Table 2;

- (c) the status of each Participating School in developing and publishing Local Activity Plan on its website;
- (d) details of any matters that have arisen which could adversely impact on the delivery of the output, and how the Education Provider proposes to resolve these matters; and
- (e) details of promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.
- 20. The States will also provide a Final Project Report for government and non-government Education Providers, which will:
  - (a) describe the conduct, benefits and outcomes of the Project;
  - (b) contain final performance information as at 31 December 2013 for each Participating School against each performance indicator and data item, as specified in Clause 22 and Table 2;
  - (c) evaluate the Project from the responsible State's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved;
  - (d) include a statement from the Indigenous Education Consultative Body on the Project where such a statement is available before the due date of the Final Report; and
  - (e) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance and agreed between the Commonwealth and Education Providers, at least 60 days before it is due.
- 21. Unless otherwise agreed by the Commonwealth in writing, the Final Project Report may be published on a Commonwealth hosted website.

#### Performance indicators and data

22. Improvement of performance by Participating Schools against the outputs in this Agreement will be measured by the following performance indicators and data. Definitions and requirements for performance indicators and data, including baseline dates, are provided at Schedule B.

Ou	tput	Pe B)	rformance Indicator and data (Refer to Schedule
(a)	Formal and active School and Community Partnership Agreements, sustained through measures such as Family Forums	i.	Number and scope of School and Community Partnerships.
(b)	Personalised Learning Plans for each Aboriginal and Torres Strait Islander student	i.	Percentage of Aboriginal and Torres Strait Islander students with Personalised Learning Plans developed
(c)	Locally developed and implemented Attendance Strategies to improve Aboriginal and Torres Strait Islander student school attendance	i. ii. iii.	Attendance rates Number of local attendance strategies developed Year 12 attainment rates (where relevant)
(d)	Whole school English Literacy and Numeracy Strategies; and	i. ii.	Literacy and Numeracy achievement Number of Local Literacy and Numeracy Strategies developed
(e)	Provision of Professional Learning to teachers and education workers to support the delivery of English Literacy and Numeracy Strategies; and	i.	Hours of Professional Learning activities provided to school leaders, teachers and educational workers.
(f)	Other Professional Learning for school leaders and teachers consistent with supporting the achievement of the National Professional Standards for Principals and for Teachers.		
(g)	Development of a Local Activity Plan. Refer to Clause 15.	i.	Number of Local Activity Plans developed.

#### Table 2: Performance indicators and data

# PART 5 — FINANCIAL ARRANGEMENTS

- 23. The Commonwealth will provide a financial contribution of \$40 million to the States in respect of this Agreement. All payments are GST exclusive.
- 24. The Commonwealth's financial contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
- 25. 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 3.
- 26. Funding provided to the States is calculated based on each Education Provider's quota of schools in Schedule A. Estimated financial contributions in Table 3 are calculated based on an average payment of \$200,000 per school. In consideration of this, Education Providers have the discretion to allocate funding within their jurisdiction to Participating Schools based on the need of the school community and the needs of Aboriginal and Torres Strait Islander students at the school.

#### Table 3: Estimated financial contributions

(\$ million)	2011-12	Total
Estimated total budget	40.0	40.0
NSW	12.0	12.0
Catholic	1.4	1.4
Government	10.2	10.2
Independent	0.4	0.4
VIC	2.4	2.4
Catholic	0.2	0.2
Government	2.2	2.2
QLD	11.8	11.8
Catholic	1.0	1.0
Government	10.0	10.0
Independent	0.8	0.8
WA	5.8	5.8
Catholic	0.6	0.6
Government	4.8	4.8
Independent	0.4	0.4
SA	2.4	2.4
Catholic	0.2	0.2
Government	2.0	2.0
Independent	0.2	0.2

TAS	1.4	1.4
Catholic	0.2	0.2
Government	1.2	1.2
ACT	0.2	0.2
Government	0.2	0.2
NT	4.0	4.0
Catholic	0.4	0.4
Government	3.2	3.2
Independent	0.4	0.4
Total	40.0	40.0

- 27. Where, within a jurisdiction, a non-government Education Provider has an entitlement to funding (refer Table 3: Estimated Financial Contributions), the relevant State is responsible for ensuring the amount is paid in full to that Education Provider within 30 days of receipt of Commonwealth funding contribution.
- 28. In the event that a Participating School withdraws from this initiative, the school will return any unspent funds to the relevant Education Provider. The Education Provider will be responsible for redirecting these funds to either a Participating School or to a new school within the same sector which meet the criteria outlined in Clauses 13 and 14 of this Agreement or as agreed with the Commonwealth.
- 29. Should States or non-government Education Providers be unable to identify sufficient schools from the quota in Schedule A, unspent funds will be returned to the Commonwealth in full.
- 30. An Education Provider 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 Education Providers 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 Education Providers to deliver Project cost effectively and efficiently.
- 31. If a State chooses not to become a Party to this Agreement, the Commonwealth has discretion to determine how any Commonwealth funding that would have been allocated to that State will be managed.

## PART 6 — GOVERNANCE ARRANGEMENTS

#### Enforceability of the Agreement

32. 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.

## Variation of the Agreement

- 33. The Agreement may be amended at any time by agreement in writing by all the Parties.
- 34. Variations to this Agreement that have no impact on other Parties may be agreed in writing by the relevant Commonwealth and State portfolio ministers.

35. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing and returning any unspent funds to the Commonwealth.

#### Delegations

36. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related Project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

#### **Dispute resolution**

- 37. Any Party may give notice to other Parties of a dispute under this Agreement.
- 38. Officials of relevant Parties will attempt to resolve any dispute bilaterally in the first instance.
- 39. If a dispute cannot be resolved bilaterally, it may be escalated to the Standing Council on School Education and Early Childhood's (the Standing Council) Aboriginal and Torres Strait Islander Education Working Group (Working Group).
- 40. If a dispute cannot be resolved by the Working Group, it may be escalated to the Standing Council.
- 41. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

#### Interpretation

- 42. For the purposes of this Agreement:
  - (a) "Attendance Strategy" means a local, evidence-based attendance strategy developed by schools in consultation with parents and the Aboriginal and Torres Strait Islander community in accordance with Action 26 of the Action Plan.
  - (b) "Education Provider" means the government and non-government education systems (recognised School Authorities) to which the individual Participating Schools belong. It is noted that there are likely to be a small number of Participating Schools which are independent schools and therefore not a part of an education system. Relevant associations of independent schools may be deemed the Education Provider in this circumstance for the purposes of this Project.
  - (c) "Focus Schools" means, in accordance with the definition provided in the Action Plan (page 44):

"... those schools with Aboriginal and Torres Strait Islander students with the greatest need and where effort should be focused to make the greatest difference."

"The identification of 'focus schools' will be undertaken in a three tier process:

1. 75 per cent of Aboriginal and Torres Strait Islander enrolments in each State or Territory - Potential 'focus schools' have been identified as the number of primary schools which cover 75 per cent of Aboriginal and Torres Strait Islander primary school enrolments in each State or Territory. The 75 per cent cut is based on a ranking of the schools by Aboriginal and Torres Strait Islander primary school enrolments in descending order and marking the point of a minimum of 75 per cent of enrolments. This cut will produce the list of potential focus schools for each State and Territory.

- II. Overlay of NAPLAN results The most recent National Assessment Program-Literacy and Numeracy (NAPLAN) results are held by education providers. This stage involves identifying the 'potential focus schools' with 25 per cent or more of Aboriginal and Torres Strait Islander students below the minimum national standard in any one of the reading, writing and numeracy domains.
- III. Special cases: adding or removing schools on the proposed list In determining the final list of focus schools, education providers and the Australian Government will reconcile and agree on 'anomalous schools' to be excluded from or included in the list of focus schools."
- (d) "Literacy and Numeracy Strategy" means a whole-of-school approach to the teaching and learning of standard Australian English literacy and numeracy in accordance with Action 31 of the Action Plan.
- (e) "Local Activity Plan" means a plan as set out in Clause 15, which clearly describes the additional activity to be undertaken within the school community through the use of the Project Funding.
- (f) "Participating Schools" refers to Focus Schools that have been selected by Education Providers under the Action Plan to participate in the Project in consideration of Clauses 13 and 14.
- (g) "Personalised Learning Plans" means the development, implementation and maintenance of recorded, agreed plans to meet the individual learning needs of all Aboriginal and Torres Strait Islander students to support improved educational outcomes unless there is written notification that the parent/caregiver does not wish a PLP to be developed with their child. The development of PLPs must involve teachers and Aboriginal and Torres Strait Islander education workers and, wherever possible, Aboriginal and Torres Strait Islander families.
- (h) "Professional Learning" means formal professional training as described in Actions 32 and 40 of the Action Plan.
- (i) "School and Community Partnership Agreement" means a formal school-community partnership developed and sustained between the school, families and Aboriginal and Torres Strait Islander community in accordance with Action 19 and sustained consistent with Action 20 of the Action Plan.

Signed for and on behalf of the Commonwealth . of Ã a b

The Honourable Peter Garrett AM MP Minister for School Education

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

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The Honourable Adrian Piccoli MP Minister for Education

2012

Signed for and on behalf of the State of Queensland by

The Honourable John-Paul Langbroek MP Minister for Education, Training and Employment 2012

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

The Honourable Grace Portolesi MP Minister for Education and Child Development

2012 Signed for and on behalf of the Australian Capital Territory by

Dr Chris Bourke MLA Minister for Education and Training

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

Dr Chris Bourke MLA Minister for Education and Training

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and on behalf of the Commonwealth . Sig

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

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# **QUOTA FOR PARTICIPATION OF SCHOOLS IN PROJECT**

The following table details the number of Focus Schools each eligible Education Provider is permitted to select as a Participating School under the Project Agreement - Investing in Focus Schools. This quota has been developed based on the proportion of Aboriginal and Torres Strait Islander student enrolments under the preliminary data provided for the 2011 National Schools Statistics Collection (minus the enrolments of Education Providers that did not nominate Focus Schools). This data was the most current data available at the time of developing the Project Agreement.

Education Provider	Quota
NSW	60
Catholic	7
Government	51
Independent	2
Victoria	12
Catholic	1
Government	11
QLD	59
Catholic	5
Government	50
Independent	4
WA	29
Catholic	3
Government	24
Independent	2
SA	12
Catholic	1
Government	10
Independent	1
TAS	7
Catholic	1
Government	6
ACT	1
Government	1
NT	20
Catholic	2
Government	16
Independent	2
Total	200

## DATA DEFINITIONS

In general terms the definition of performance indicators and data align with National School Statistics Collections and data requirements under the Aboriginal and Torres Strait Islander Education Action Plan or the Focus Schools Next Steps Initiative. The timing of data collection has been designed to allow maximum use of pre-existing data collection processes.

- Personalised Learning Plans
   Percentage (with numbers numerator, denominator) of Aboriginal and Torres Strait Islander
   students with Personalised Learning Plans in place (Data source: Participating Schools Baseline:
   End Semester 1, 2012).
- 2. School and Community Partnerships Is there a Formal School-Community Partnership Agreement in place and if so, how are ongoing partnerships sustained? (Data source: Participating Schools – Baseline: End Semester 1, 2012).
- Professional Learning of school leaders and teachers
   Number of hours of professional learning undertaken by school leaders, teachers and education
   workers to support a whole school approach to teacher improvement and use of data on student
   performance to drive individual and whole school improvement (Data sources: Education Provider
   Administrative Data set Baseline: End 2011).
- 4. Attendance rates

Attendance rates of Aboriginal and Torres Strait Islander students and attendance rates of non-Aboriginal and Torres Strait Islander students for:

- i. each year level (Year 1 to Year 12 where appropriate); and
- ii. an average school attendance rate (disaggregated by primary and secondary, where appropriate).

(*Data source*: National Schools Attendance Collection (ACARA) and National Schools Statistics Collection (ABS). *Baseline:* End 2011).

#### 5. Local Attendance Strategy

Is there a local Attendance Strategy in place and published? (Data source: Participating Schools – Baseline: End Semester 1, 2012).

- 6. Literacy and Numeracy achievement
  - i. Percentage (with numbers numerator, denominator) of Aboriginal and Torres Strait Islander students and percentage (with numbers - numerator, denominator) of non-Aboriginal and Torres Strait Islander students at or above the National Minimum Standard in the Reading, Writing and Numeracy domains for Years 3, 5, 7 and 9 in NAPLAN testing (Data source: NAPLAN (ACARA) – Baseline: 2011 NAPLAN).
  - ii. The participation rates (with numbers numerator, denominator) of Aboriginal and Torres Strait Islander students and participation rates (with numbers - numerator, denominator) non- Aboriginal and Torres Strait Islander students who were assessed, exempt, absent and withdrawn from the Reading, Writing and Numeracy NAPLAN tests for Years 3, 5, 7 and 9 - (Data source: NAPLAN (ACARA) – Baseline: 2011 NAPLAN).

- 7. Year 12 attainment (for Participating Schools with Year 12 students)
  - i. Percentage (with numbers numerator, denominator) of Aboriginal and Torres Strait Islander students and percentage (with numbers - numerator, denominator) of non-Aboriginal and Torres Strait Islander students who have attained a Year 12 certificate or equivalent (to include explanation of 'equivalent' where relevant) (Data sources: Data from relevant State Senior Secondary Accreditation Body and State Training Authority – Baseline: End 2011).
  - ii. Percentage (with numbers numerator, denominator) of all Aboriginal and Torres Strait Islander students and percentage (with numbers - numerator, denominator) of non-Aboriginal and Torres Strait Islander Year 12 students who, on completion of Year 12, attained:
    - a) a University Admissions Index (or equivalent, including an explanation of how the UAI is determined) at or above a specified level
    - b) a UAI (or equivalent) below the level determined
    - c) a VET (AQF) Certificate
    - d) a VET Statement of Attainment
    - e) none of the above

*(Data sources*: Data from relevant State Senior Secondary Accreditation Body and State Training Authority – *Baseline:* End 2011).

8. Literacy and Numeracy Strategy

Is there a whole-school Literacy and Numeracy Strategy in place (*Data source*: Participating Schools – *Baseline*: End Semester 1, 2012).

9. Local Activity Plan

Is there a Local Activity Plan in place as defined in Clause 15 of this Agreement (*Data source*: Participating Schools – *Baseline:* Not applicable)

10. Other data nominated by Education Provider

If (1), (2), (3), (5) and (8) are in place or completed; progress of any other new and/or additional activity funded through the Project which accelerates local level actions as appropriate to meet the needs of Aboriginal and Torres Strait Islander students. Performance information for this new and/or additional activity is to be agreed between the Education Provider and the Commonwealth before the Progress Report is submitted with a baseline of end Semester 1, 2012 or nearest practical data collection period that allows consideration of progress under the Project.