

**INDEPENDENT PUBLIC SCHOOLS
DELIVERY AND PERFORMANCE AGREEMENT**

SAMPLE





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INDEPENDENT PUBLIC SCHOOLS

DELIVERY AND PERFORMANCE AGREEMENT

INTRODUCTION

1. The parties to this Delivery and Performance Agreement (the Agreement) recognise that the Independent Public Schools initiative provides schools with the freedom to make the best decisions for their students in consultation with their communities.
2. Independent Public Schools remain part of the public school system of Western Australia and as such are expected to meet the obligations required of all public schools.
3. The Agreement is between the Department of Education, represented by the Director General; the school, represented by the Principal; and the School Board, represented by the Chair of the Board.
4. The Board Chair endorses the Agreement and works with the Principal and community to ensure the Board carries out its functions as prescribed in the *School Education Act 1999*, the *School Education Regulations 2000* and Department of Education policies.
5. For the purposes of the *School Education Act 1999 (s125(1))*, 'Board' means 'Council'.
6. The Agreement sets out the performance and accountability expectations of the school; and the resources and support supplied by the Department of Education.
7. The Agreement builds on the Director General's *Classroom First* strategy and the Department's strategic planning documents.
8. The Parties to the Agreement are committed to being socially inclusive and addressing disadvantage, including for students who are Aboriginal or Torres Strait Islander, have disability, who come from an English as an Additional Language background or who experience social disadvantage.
9. All parties understand the urgent need to work to 'Close the Gap' in education outcomes between Aboriginal and Torres Strait Islander students and their peers.

PART 1 - PARTIES AND OPERATIONS

Parties

10. The Parties to this Agreement are:
 - a. the Department of Education, represented by the Director General;
 - b. **Insert name of school**, represented by the Principal; and
 - c. the School Board, represented by the School Board Chair.

Term

11. The Agreement will operate for three years from 1 January 2015 until 31 December 2017.

Variations

12. The Agreement may be amended at any time with the approval (in writing) by the Department of Education and the Independent Public School. Amendments may include a new Schedule that identifies a unique arrangement or program for the school. Such a variation will not alter the three year term of the Agreement.

PART 2 – ROLES AND RESPONSIBILITIES

Shared responsibilities of the Department of Education and **insert name of school**

Teaching and Learning

13. The Department of Education will ensure:
 - a. a range of professional support is available in such areas as curriculum, student services and employee performance.

The Principal will ensure:

- a. teachers monitor student learning for purposes of making evidence-based, instructional decisions and provide relevant and timely feedback to students on their progress;
- b. student performance is lifted, including that of students who require teaching and learning adjustments;
- c. high expectations of all students are embodied in academic and non-academic improvement targets;

- d. pathways exist for students to engage in learning programs that lead to meaningful and externally recognised outcomes beyond school;
- e. collaboration between teachers occurs and opportunities exist for teachers to engage in quality evidence-based practice that helps develop high quality teaching and learning;
- f. employees participate in an annual performance management process where they receive feedback and support to help improve the quality of the school's teaching; and
- g. relevant and specific data and research inform classroom pedagogy.

Student Performance Monitoring

14. The Department of Education will ensure:
- a. the school has access to required national and state assessments including but not limited to National Assessment Program – Literacy and Numeracy (NAPLAN);
 - b. the school has access to academic and non-academic achievement data through the Department's School Performance Monitoring System; and
 - c. that, where the Director General has a concern about the school's performance, an internal and/or external review may be initiated.

The Principal will ensure:

- a. students participate in national and state assessments including but not limited to National Assessment Program – Literacy and Numeracy (NAPLAN);
- b. school performance and student improvement targets and priorities, as detailed in the school's Business Plan, are assessed and reviewed annually;
- c. teachers use a variety of monitoring functions to inform their classroom practices and to provide relevant student performance feedback;
- d. continuous and rigorous self-assessment processes are used to verify the performance of the school;
- e. an annual report is prepared and made publicly available, which details the performance and achievements of the school including consideration of the priorities and targets described in the school's Business Plan; and
- f. the school participates in the Department of Education Services (DES) independent review in the final year of the Agreement with the resulting report being placed on the Department's Schools Online website, and school website where available.

Resourcing and Support

15. The Department of Education will ensure:
- a. funding is provided to the school to meet industrial and operational obligations on audited February student census data through three main categories:
 - i. per student funding based on year levels of students (Kindergarten, Pre-Primary - Year 3; Years 4 - 6; Years 7 - 10; and Years 11 - 12);
 - ii. student and school characteristics funding (Aboriginality; Disability; English as an Additional Language; Social Disadvantage; Enrolment-Linked Base); and
 - iii. targeted initiatives for strategic programs and services, Commonwealth funded programs, operational responses and reimbursements, and for resources provided through education regions;
 - b. costs incurred by the school and not included in the one-line budget (including capital works, scheduled maintenance, telephone expenses, staff leave, staff housing and workers' compensation) are paid for centrally;
 - c. representation in industrial negotiations and legal matters;
 - d. the provision of:
 - student support services including attendance, participation, student exclusions and managing student behaviour;
 - support for the management of critical incidents;
 - curriculum support, including access to professional learning for system initiatives and programs;
 - information and communication technology programs and support for system approved programs and software;
 - buildings, maintenance and infrastructure, including transportable classrooms in growth areas;
 - financial services;
 - workforce management services, including graduate teacher support and induction;
 - legal services;
 - employee support services; and
 - central reporting and management of allegations of misconduct.

The Principal will ensure:

- a. financial and human resources are used to deliver education programs that provide all students with the very best opportunities to achieve high levels of proficiency;
- b. student and school characteristics funding is used to implement appropriate teaching and learning adjustments to support demonstrated outcomes of students for whom it is provided;
- c. the majority of funding is used for students in the year it is provided, as reflected in the school bank balance and carry forward amounts;
- d. funding for primary students (where applicable) is focused on the early years of schooling as reflected in the per student funding amounts;
- e. funding through Targeted Initiatives, Operational Response Allocation and Regional Allocation delivers outcomes consistent with the specific agreement for that funding;

- f. locally raised funds and sponsorship are managed in accordance with legislation and policy;
- g. all resources are monitored for effectiveness, efficiency and economy;
- h. documented cycle of self-assessment, targeted planning and transparent reporting to the community is implemented;
- i. decisions about funding for specific programs and interventions are evidence-based;
- j. the one-line budget is monitored regularly to ensure it does not operate in deficit;
- k. a workforce plan is developed encompassing future needs and including strategies to support the achievement of Equal Employment Opportunity (EEO) targets, including increasing the number of women in leadership positions and the employment of people from Aboriginal and Torres Strait Islander and culturally diverse backgrounds, and people with disabilities;
- l. short and longer-term workforce planning is undertaken to ensure salaries expenditure does not exceed budget; and
- m. risk management processes are embedded in financial and workforce planning and management.

Program Delivery

16. The Department of Education will ensure:
- a. **insert name of school** receives Targeted Initiatives, Operational Resource Allocation and Regional Allocation for specific programs assigned to the school; and
 - b. existing agreements between the Department of Education and **insert name of school** specifying program delivery remain in place. This includes Shared Facility Use Agreements made between the Department and other organisations and/or Government departments.

The Principal will ensure:

- a. education programs are designed and delivered to meet the needs of students and are in accordance with requirements of the *School Education Act 1999*, *School Education Regulations 2000* and the *School Curriculum and Standards Authority Act 1997*;
- b. the safety and welfare of students on school premises, and away from school premises but on school activities, in accordance with Department policies;
- c. delivery of additional programs is implemented effectively, in a timely manner and detailed in the school's Business Plan; and
- d. all associated reporting requirements for funded programs are met.

Compliance

17. The Department of Education will ensure:
- a. **insert name of school** has access to Department policies and guidelines and whole of government legislation.

The Principal will ensure:

- a. compliance with all legislation including, but not limited to:
 - the *School Education Act 1999*;
 - *Public Sector Management Act 1994*;
 - *Financial Management Act 2006*;
 - *School Curriculum and Standards Authority Act 1997*;
 - *Occupational Safety and Health Act 1984*;
 - *Corruption and Crime Commission Act 2003*;
 - *Children and Community Services Act 2004*;
 - *Working with Children (Criminal Record Checking) Act 2004*;
 - relevant State and Commonwealth Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;
 - State Government and Department requirements for procurement; and
 - all industrial instruments.
- b. where a principal vacancy arises:
 - i. the Director General and the Board Chair are notified of intention to vacate their position permanently or temporarily for more than six (6) months; and
 - ii. a recruitment process is initiated for absences of six months or less.

System Requirements

18. The Department of Education will ensure:
- a. access to Department support for the school to meet their accountability and compliance requirements including access to professional learning opportunities; and
 - b. support and advice are made available when a school is considering modifying, replacing or opting out of Department policy and procedures.

The Principal will ensure:

- a. the school meets its legislative and policy obligations as a public school, particularly in terms of the requirements for the duty of care for students; and the *School Education Act 1999* and the *School Education Regulations 2000* requirements for the enrolment of students;
- b. provision of relevant data to enable the Department to meet reporting obligations;
- c. participation in the Principals' Professional Review process including completion of a Leadership Action Plan and responding to feedback with appropriate strategies and actions;
- d. staff leave is regularly monitored and is managed according to Department requirements and strategies are in place to encourage staff to take their accrued leave entitlements in a timely manner;
- e. an annual school report is prepared on the school's performance;

- f. all applicable compliance requirements listed in the Reporting Requirements of Schools are completed as specified;
- g. all compliance requirements are met, including but not limited to:
 - i. the Department's school audit and formal approval processes, including travel and leave approval;
 - ii. all registration, screening and working with children checks;
 - iii. the Media Liaison Guidelines including contacting the Department's Corporate Communications and Marketing division prior to making contact with the media;
 - iv. whole of Government policies and initiatives that apply to all public schools such as as the Accountable and Ethical and Decision Making program; and
 - v. agreements between the Commonwealth and State Governments.

School Boards

19. The Department of Education will ensure:
- a. information is available to support Principals and Board members to be able to understand their roles and responsibilities and operate effectively;
 - b. in the event that the Principal and Board are unable to reach agreement on areas of significance, the Board and/or Principal may call on the Director General to make a decision. The Director General will consult with the Board and the Principal before making a ruling. The decision of the Director General is final;
 - c. when a new Principal of **insert name of school** needs to be recruited, selected and appointed, for a period longer than six months, a suitable delegate will be nominated by the Director General to oversee the process and be a part of the selection panel; and
 - d. the Board Chair or representative is invited to participate in the selection of the new Principal.

The Principal will ensure:

- a. an effective Board is in place;
- b. the Board's membership is representative of the school community and complies with the *School Education Act 1999* and *School Education Regulations 2000* which specify the membership categories and composition;
- c. the Board understands its functions as prescribed in the *School Education Act 1999*, *School Education Regulations 2000* and Department policy.
- d. the Board fulfils its functions as prescribed in the *School Education Act 1999*, *School Education Regulations 2000* and Department policy.
- e. the Board participates in:
 - i. the endorsement of the Agreement;
 - ii. development and endorsement of the school's annual report;
 - iii. the development, endorsement and review of the school budget and Business Plan;
 - iv. processes to review school performance;
 - v. processes to determine satisfaction levels of parents, staff and students, with results reported in the school's annual report;

- vi. the DES independent review of the school in the final year of the Agreement (with the report made public);
- f. the Board communicates with the broader school community regarding the Board's function and activities;
- g. the Board receives:
 - i. relevant monthly financial reports;
 - ii. the results of any school audits and reviews;
 - iii. advice on school performance and student improvement targets, as detailed in the school's Business Plan; and
 - iv. a copy of the DES independent review report.

Business Plan

20. The Department of Education will ensure:
- a. data and information are available to support the Principal develop an effective Business Plan.

The Principal will ensure:

- a. there is an effective Business Plan that outlines the long-term strategic approach for the school and describes key focus areas, strategies and school performance and student improvement targets intended to have maximum impact on overall school performance;
- b. the Business Plan is no less than a three-year plan and runs for the same time span as the Agreement;
- c. consideration is given to the recommendations of the DES review of **insert name of school** in the business planning cycle; and
- d. the Business Plan is available to the school community.



Signatories to the Agreement

Signed on behalf of the Department of Education

SHARYN O'NEILL
DIRECTOR GENERAL
DATE

Signed on behalf of **insert name of school**

Insert name
PRINCIPAL
DATE

Signed on behalf of **insert name of school** School Board

Insert name
SCHOOL BOARD CHAIR
DATE