

PROJECT AGREEMENT FOR THE NATIONAL SCHOOL CHAPLAINCY PROGRAM

An agreement between

n the **Commonwealth of Australia** and
n the **States and Territories**, being:

t New South Wales

t Victoria

t Queensland

t Western Australia

t South Australia

t Tasmania

t the Australian Capital Territory

t the Northern Territory

The output of this project will be the delivery of the National School Chaplaincy Program.

Project Agreement for the National School Chaplaincy Program

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) 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 FFR.

Purpose

2. This Agreement will support the wellbeing of Australian school students through the delivery of the National School Chaplaincy Program (NSCP).

Reporting Arrangements

3. The States will report annually against the agreed milestones during the operation of the Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to the States of \$245.7 million (GST exclusive) in respect of this Agreement, as set out in Part 5 – Financial Arrangements.
5. This Agreement will constitute the entire agreement for this project.

PART 1 – FORMALITIES

Parties to this Agreement

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

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2023, or on completion of the project, including final performance reporting and processing of final payments against milestones. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.
8. The NSCP will operate in the 2019, 2020, 2021 and 2022 school years.

PART 2 – PROJECT OUTPUTS

Outputs

9. The output of this agreement is the delivery of the NSCP, which consists of the provision of chaplaincy services in Australian schools to support the wellbeing of students through:
 - (a) pastoral care services; and
 - (b) strategies developed in consultation with the relevant school staff and school principal that support the wellbeing of the broader school community, for example: coordinating volunteering activities and support, breakfast clubs, lunch time activities, excursions, school incursions, and parent/carer workshops.

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 NSCP to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to the States for NSCP school funding, up to the maximum amounts for each financial year as set out in Table 2 of this Agreement;
 - (c) providing reporting templates to the States to support the requirements of Table 1 and Clause 16;
 - (d) allowing States to use up to three per cent of total NSCP school funding for the administration of the NSCP; and
 - (e) facilitating information sharing with the States regarding the delivery of the NSCP.

Role of the States

11. The States will be responsible for:
 - (a) all aspects of delivering on the outputs set out in this Agreement;
 - (b) inviting all schools in their jurisdiction to apply to participate in the NSCP, and establishing a cross sector panel (consisting of government, Catholic and independent school representatives) to select and prioritise schools for funding, having regard to distribution between sectors and current servicing arrangements in their jurisdiction;
 - i. the continued operation of each cross sector panel will be required to select alternative schools, should some schools withdraw from the NSCP before the expiry of this Agreement;
 - (c) putting in place appropriate processes to ensure that:
 - i. participation by schools and students is voluntary;
 - ii. chaplains may be of any faith;
 - iii. chaplains must:

- a) not proselytise;
 - b) respect, accept and be sensitive to other people's views, values and beliefs;
 - c) comply with State and Territory laws and policies in relation to child protection matters;
 - d) have regard to the National Framework for Protecting Australia's Children, and the relevant State and Territory responses to the recommendations from the Royal Commission into Institutional Responses to Child Abuse (Volume 6 – Making institutions child safe, Volume 10 – Children with harmful sexual behaviours and Volume 13 – Schools);
 - e) have relevant and valid State and Territory Working With Children or Vulnerable Person Checks. Where a chaplain is not required to have a valid Working with Children or Vulnerable Person Check in a State or Territory, that State or Territory will be responsible for putting in place appropriate processes to ensure that chaplains undertake a National Police Check;
 - f) meet the NSCP's minimum qualification requirements; and
 - g) undertake professional learning in responding to and preventing bullying and cyberbullying provided by the Office of the eSafety Commissioner:
 - 1 All Chaplains must have completed this free professional learning within 18 months from the time this professional learning is first available to Chaplains.
 - 2 Details and timeline for delivery of this professional learning will be advised to States by early 2019.
- (d) publishing their guidelines or other relevant documentation for delivering the NSCP that is consistent with the terms and conditions of this Agreement and that outlines how they have determined:
- i. how schools apply for NSCP funding;
 - ii. the cross sector panel arrangements;
 - iii. the assessment criteria for NSCP funding applications;
 - iv. the NSCP chaplaincy provider/ funding recipient arrangements and compliance;
 - v. the process for complaints handling, including maintaining a complaints register;
- (e) publishing on their website:
- i. the list of schools receiving chaplaincy services in their State, including the provider or funding recipient delivering chaplaincy services to their State's schools. This list is to be kept current and updated as required; and
 - ii. their Terms of Reference for the cross sector panel;
- (f) distributing up to \$20,280 to, or on behalf of, each school (or up to \$24,336 to, or on behalf of, each school in a remote/very remote area) that has been prioritised for funding;

- (g) reporting on the delivery of outputs as set out in Part 4 — Project Milestones, Reporting and Payments.

Shared roles and responsibilities

12. The Commonwealth and the States agree to be jointly responsible for participating in an independent evaluation of the NSCP, to be arranged by the Commonwealth in consultation with the States and completed by 2022. The draft evaluation report will be provided to the States for comment prior to finalisation of the report.
13. The Parties will meet the requirements of Schedule E, Clause E26 of the IGA FFR, 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 will be acknowledged and recognised appropriately.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

Performance benchmarks or milestones

14. Table 1 summarises the milestones for the project, their relationship to the outputs, reporting due dates and expected payments for school funding to be made, subject to reports demonstrating that milestones have been met.

Table 1: Milestones, reporting and payment summary — NSCP school funding

Outputs	Milestones	Reporting Due Dates	Payment
Preparations for the delivery of the NSCP in 2019.	Have in place a cross sector panel by no later than February 2019 consistent with Clause 11(b). Provision of reporting in accordance with Clause 16 (a). Delivery of the NSCP in 2018 consistent with the reporting arrangement in the previous Project Agreement for the NSCP (2015 to 2018 school years)	29/03/2019	In accordance with Table 2 and Clauses 20 and 21
Delivery of the NSCP in 2019 to 2022 school years and provision of reporting (2020 to 2023).	Continued operation of the cross sector panel and selection methodology, consistent with Clause 11 (b) Delivery of the National School Chaplaincy Program consistent with Clauses 9 and 11. Provision of reporting in accordance with Clause 16.	02/03/2020	
		01/03/2021	
		1/03/2022	
	1/03/2023	Not Applicable	

15. If a milestone is met in advance of the due date, where the relevant report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

16. The States will provide annual milestone reports to the Commonwealth during the operation of the Agreement (2019–2023) in accordance with Table 1 and including but not limited to:
 - (a) Provision of the list of schools selected for funding in the following year;
 - (b) Final list of schools that had chaplaincy services and the amount of funding provided per school for the previous school year;
 - (c) Confirmation that the requirements set out in Clause 11 (b) and (c) of this Agreement were met during that school year;
 - (d) Cross Sector Panel Terms of Reference, membership and methodology used for school selection; and
 - (e) At least one example of how the NSCP has supported the wellbeing of a school community in that year. This example may be published or used in the evaluation of the NSCP.
17. Reporting will be limited to that which is required to demonstrate that agreed outputs, as measured by achievement against performance milestones, have been met.

PART 5 – FINANCIAL ARRANGEMENTS

18. The Commonwealth will provide an estimated total financial contribution to the States of \$245.7 million in respect of this Agreement. All payments are exclusive of GST.
19. The States may use up to 3% of their funding for administration of the NSCP.
20. The Commonwealth's contribution to each State for NSCP school funding is up to the maximum amount in Table 2.
21. The Commonwealth's contribution to each State in each financial year will be determined by the number and location of schools selected to receive funding in the relevant school year, up to the maximum amounts in Table 2; less the funding expected to be provided to those schools selected for funding in the previous school year that did not provide chaplaincy services under the NSCP. Consistent with this, payments for the 2018-19 financial year will be adjusted for activity in the 2018 school year.
22. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
23. The Commonwealth's estimated maximum 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 IGA FFR, are shown in Table 2.

Table 2: Estimated maximum financial contribution*

(\$ million)	2018–19	2019–20	2020–21	2021–22	Total
Estimated total budget	61.43	61.43	61.43	61.43	245.74
Less estimated National Partnership payments					
New South Wales	11.27	11.27	11.27	11.27	45.07
Victoria	12.79	12.79	12.79	12.79	51.16
Queensland	18.35	18.35	18.35	18.35	73.40
Western Australia	7.73	7.73	7.73	7.73	30.91
South Australia	7.59	7.59	7.59	7.59	30.37
Tasmania	2.22	2.22	2.22	2.22	8.87
Australian Capital Territory	0.98	0.98	0.98	0.98	3.91
Northern Territory	0.51	0.51	0.51	0.51	2.04
Subtotal	61.43	61.43	61.43	61.43	245.74
Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0	0.0

* Figures may not add due to rounding.

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

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

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

Variation of the Agreement

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

Delegations

28. 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

29. Any Party may give notice to other Parties of a dispute under this Agreement.
30. Officials of relevant Parties will attempt to resolve any dispute in the first instance.

31. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

Interpretation

32. For the purposes of this Agreement:

(a) A chaplain¹ is an individual who:

- i. is recognised by the school community and the appropriate governing authority for the school as having the skills and experience to deliver school chaplaincy to the school community; and
- ii. is recognised through formal ordination, commissioning, recognised religious qualifications or endorsement by a recognised or accepted religious institution; and
- iii. meets the NSCP's minimum qualification requirements.

(b) NSCP's minimum qualification requirements are either:

- i. a Certificate IV in Youth Work; or
- ii. a Certificate IV in Pastoral Care; or
- iii. a Certificate IV in Chaplaincy and Pastoral Care; or
- iv. an equivalent qualification (as determined by the States); and this Certificate or equivalent qualification must include competencies in 'mental health' and 'making appropriate referrals'.

(c) Chaplains must also undertake professional learning in responding to and preventing bullying and cyberbullying training with the Office of the eSafety Commissioner.

(d) Pastoral care is the practice of looking after the personal needs of students, not just their academic needs, through the provision of general spiritual and personal advice.

(e) Remote/very remote areas are those geographical areas classified as such by the Accessibility/Remoteness Index of Australia Plus.

¹ Under the NSCP a title other than 'chaplain' may be used where the title is appropriate to the religious affiliation of the individual.

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

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


The Honourable Dan Tehan MP
Minister for Education

29/10/2018
[Day] [Month] [Year]

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

The Honourable Rob Stokes MP
Minister for Education

[Day] [Month] [Year]

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


The Honourable James Merlino MP
Deputy Premier and Minister for Education

29 10 2018
[Day] [Month] [Year]

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

The Honourable Grace Grace MP
Minister for Education and Industrial Relations

[Day] [Month] [Year]

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

The Honourable Sue Ellery MLC
Minister for Education and Training

[Day] [Month] [Year]

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

The Honourable John Gardner MP
Minister for Education

[Day] [Month] [Year]

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

The Honourable Jeremy Rockliff MP
Minister for Education and Training

[Day] [Month] [Year]

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

Yvette Berry MLA
Minister for Education and Early Childhood
Development

[Day] [Month] [Year]

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

The Honourable Selena Uibo MLA
Minister for Education and Training

[Day] [Month] [Year]

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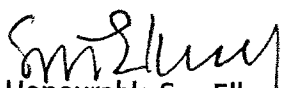
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9/11/18

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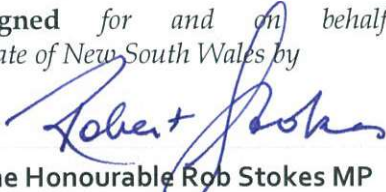
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12 / 12 / 18

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Minister for Education and Training

24 Jan 2019

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