

INDEPENDENT PUBLIC SCHOOLS DELIVERY AND PERFORMANCE AGREEMENT



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INDEPENDENT PUBLIC SCHOOLS DELIVERY AND PERFORMANCE AGREEMENT

INTRODUCTION

1. The parties to this Delivery and Performance Agreement recognise that the Independent Public School initiative provides schools with the policy settings and freedom to tailor high quality learning opportunities for every child; opportunities that will raise their performance – whatever their ability, wherever they live, whatever their background.
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 Independent Public School Delivery and Performance Agreement (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 School Board of an Independent Public School replaces the School Council as defined in the *School Education Act 1999*.
5. The Agreement sets out the performance and accountability expectations of the school; and the resources and support supplied by the Department of Education.
6. The Agreement builds on the Director General's Classroom First strategy and the Strategic Plan for WA Public Schools 2012-2015.
7. The Parties to this Agreement are committed to being socially inclusive and addressing disadvantage, including for: students who are Aboriginal or Torres Strait Islander, have disability, come from non-English language background or disadvantage. All parties understand the urgent need to work to 'Close the Gap' in education outcomes between Aboriginal and Torres Strait Islander students and non-Indigenous students.

PART 1 - PARTIES AND OPERATION

Parties

8. The Parties to this Agreement (the Parties) are:
- a. the Department of Education, represented by the Director General;
 - b. Beaumaris Primary School , represented by the Principal; and
 - c. the School Board, represented by the School Board Chair.

Term

9. This Agreement will operate for three years from 1 January until 31 December.

Variation

10. This Agreement may be amended at anytime with the agreement (in writing) of 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 tenure of this Agreement.

PART 2 – ROLES AND RESPONSIBILITIES

Shared responsibilities of the Department of Education and Beaumaris Primary School

Teaching and Learning

11. 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 those students who require teaching and learning adjustments;
- c. high expectations of all students are embodied in academic and non-academic improvement targets that reflect these high expectations;

- 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 learning environment; and
- g. relevant and specific data and research inform classroom pedagogy.

Student Performance Monitoring

12. The Department of Education will ensure that:

- a. the school has access to required national and state assessments such as 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;
- c. in the event that the school's performance is of concern, the Director General may respond in a variety of ways, including initiating an internal review or bringing forward the independent review. A school will be given up to three months to address review findings; and
- d. workforce and financial support are available to ensure the school has every opportunity to focus on student performance and the targets and priorities detailed in their Business Plan.

The Principal will ensure:

- a. students participate in national and state assessments such as National Assessment Program – Literacy and Numeracy (NAPLAN);
- b. school performance and student improvement targets, 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. a publicly available annual report 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 independent review process with the Department of Education Services (DES) in the final year of this Delivery and Performance Agreement with the resulting report being placed on the school or Department's website.

Resourcing and Support

13. The Department of Education will provide support to the school that includes but is not limited to:
- a. a one-line budget calculated in accordance with the Department's allocative mechanism (attach as Schedule A);
 - b. student support services including attendance, participation, student exclusions and managing student behaviour;
 - c. support for the management of critical incidents;
 - d. curriculum support, including access to professional learning for system initiatives and programs;
 - e. information and communication technology programs and support for system approved programs and software;
 - f. buildings, maintenance and infrastructure, including provision of transportable classrooms in growth area;
 - g. financial services;
 - h. workforce management, including graduate teacher support and induction;
 - i. legal services;
 - j. employee support services;
 - k. central reporting and management of allegations of misconduct; and
 - l. representation in industrial negotiations and legal and industrial matters.

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. 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 employment of people from culturally diverse backgrounds, Indigenous Australians and people with disabilities;
- c. students with special needs allocation is used to provide teaching and learning adjustments for eligible students;
- d. the school's budget is managed in an efficient and effective manner with the concept of 'value for money' a focus for budgetary decisions; and
- e. a copy of the school's one-line budget initial allocation statement is attached to this Agreement (attach as Schedule A).

Program Delivery

14. The Department of Education will ensure:

- a. **Beaumaris Primary School** receives designated State and Commonwealth funds for specific programs assigned to the school; and
- b. existing agreements between the Department of Education and **Beaumaris Primary 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. ensure the safety and welfare of students on school premises, and away from school premises but on school activities, so far as can be done reasonably;
- c. funding for or endorsement to deliver additional programs is implemented effectively, in a timely manner and detailed in the school's Business Plan;
- d. all associated reporting requirements for funded programs are met; and
- e. funded programs and/or specialist programs are listed in Schedule B of this Agreement (page 12).

Compliance

15. The Department of Education will ensure:

- a. **Beaumaris Primary School** has access to relevant Department 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 Australian Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005* and all industrial instruments.

System Requirements

16. The Department of Education will ensure:

- a. Beaumaris Primary School has access to Department policies and guidelines;
- b. access to departmental support for the school to meet their accountability and compliance requirements including access to professional learning opportunities; and
- c. support and advice when considering modifying, relacing or opting out of Department policy and procedures.

The Principal will ensure:

- a. the school meets its obligations as a public school, particularly the *School Education Act (1999)* and the *School Education Regulation (2000)* requirements regarding the enrolment of students;
- b. compliance with whole of Government policies and initiatives that apply to all public schools such as the Accountable and Ethical and Decision Making program;
- c. compliance with all agreements between the Australian and Western Australian Governments;
- d. provision of relevant data to enable the Department to meet state-wide reporting obligations;
- e. compliance with the Department's school audit and formal approval processes such as travel and leave approval;
- f. compliance with all registration, screening and working with children requirements;
- g. compliance with departmental Media Liaison Guidelines including contacting Corporate Communications and Marketing prior to making contact with the media; and
- h. participation in the Principals' Professional Review process including response to feedback with appropriate strategies and actions.
- i. staff leave liability is regularly monitored and strategies are in place to encourage staff to take their accrued leave entitlements in a timely manner.

School Boards

17. The Department of Education will ensure that:

- 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 School Board are unable to reach agreement on areas of significance, the School Board and/or Principal may call on the Director General to make a decision. The Director General will consult with the School Board and the Principal before making a ruling. The decision of the Director General is final; and

- c. when a new Principal of Beaumaris Primary School needs to be recruited, selected and appointed, a suitable delegate will be chosen by the Director General to oversee the process and be a part of the selection panel.

The Principal will ensure:

- a. as the responsible officer for the educational leadership, operations and management of the school, an effective School Board will be in place;
- b. the School Board includes community and industry/business representation;
- c. the School Board participates in:
 - i. endorsing the Delivery and Performance Agreement;
 - ii. endorsing and reviewing annually the school budget and Business Plan;
 - iii. processes to review school performance;
 - iv. processes to determine satisfaction levels of parents, staff and students, with results reported in the school's annual report;
 - v. endorsing the school's annual report;
 - vi. the process for selecting the principal;
 - vii. the Department of Education Services (DES) independent review of the school in the final year of the Delivery and Performance Agreement (with the report made public);
 - viii. communicating with the broader school community regarding the Board's function and activities; and
- d. progress against the school's Business Plan is reported regularly to the School Board.

Business Plan

18. 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 required to achieve the student improvement targets;
- b. the Business Plan will describe key focus areas and strategies intended to have maximum impact on overall school performance;
- c. the school Business Plan should be no less than a three-year plan;
- d. consideration will be given to the recommendations of the Department of Education Services (DES) review report of Beaumaris Primary School in the business planning cycle; and
- e. the Business Plan is endorsed by the School Board, signed by the School Board Chair and is available to the school community.

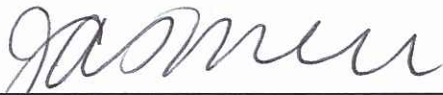
Signatories to the Agreement

Signed on behalf of the Department of Education



SHARYN O'NEILL
DIRECTOR GENERAL
DATE 05 MAY 2014

Signed on behalf of Beaumaris Primary School



JOSEPHINE STEPHENS
PRINCIPAL
DATE 17-12-13

Signed on behalf of Beaumaris Primary School School Board



JIM EVE
SCHOOL BOARD CHAIR
DATE 15/12/13

**SCHEDULE A – BEAUMARIS PRIMARY SCHOOL ONE-LINE BUDGET
INITIAL ALLOCATION STATEMENT**

SCHEDULE B – BEAUMARIS PRIMARY SCHOOL PROGRAM DELIVERY
Please insert the specific programs delivered by the school as identified on the summary sheet provided.