

Implementation Plan to Strengthen Accountability for Non-Government Schools

30 April 2020

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A. Preliminaries

- A.1 The Parties commit to developing an Implementation Plan by April 2020 to deliver the commitments agreed to in the Memorandum of Understanding (MoU) to Strengthen Accountability for Non-Government Schools.
- A.2 The Accountability Consultation Group will continue as the consultation mechanism and its purpose is to work collaboratively to develop and monitor delivery of the Implementation Plan.

B. New South Wales context

- B.1 There are a number of potential emerging matters in the NSW context that may impact the implementation of the MoU. If required, these will be addressed through the Accountability Consultation Group mechanism set out in the MoU. Potential emerging matters include further developments in harmonisation with the Commonwealth.

C. Annual Review of the Implementation Plan and MoU:

- C.1 The Parties will conduct an annual review of the Implementation Plan and the MoU. This annual review will include:
 - C.1.1 Monitoring and reporting progress on the deliverables as set out in the Implementation Schedule (section D of this plan)
 - C.1.2 Review and update of Implementation Schedule for the year ahead based on progress and potential emerging matters in the NSW context and consideration of any emerging risks.
- C.2 The annual review will commence in September of each year and will be concluded by November.
- C.3 The annual MoU Implementation and Review Report will be submitted to the Minister in December of each year.

D. Implementation Schedule

Ref. No	Title	Description	Deliverables and timeframe	Possible Dependencies - other factors to consider
i)	Section 5 - High quality and equitable education for all students	5.2 The Parties commit to working together to achieve the objectives and outcomes of the <i>National School Reform Agreement</i> , which are consistent with State priorities and objectives to improve educational outcomes for students. While the Parties are collectively committed to the achievement of the objectives, outcomes and targets outlined above, State funding is not conditional on the achievement of these objectives, outcomes and targets.	<p>The parties may identify additional opportunities to work collaboratively to improve educational outcomes for students.</p> <p>If relevant, these would be included in the annual MoU Implementation and Review Report.</p>	Existing cross-sectoral collaboration and reporting processes under the <i>National School Reform Agreement</i> should not be duplicated.
ii)	Section 6 - Outcome Budgeting	<p>6.2 The Parties commit to align financial and performance reports to support the NSW Government's Outcome Budgeting policy.</p> <p>6.3 The Parties commit to non-government school reporting to the State Government on aggregate non-government school sector outcomes based on the <i>National School Reform Agreement</i> outcomes, targets and measures as set out in clause 5.1. This will commence in 2020.</p>	<p><i>New Non-government School Sector Outcome Report</i> containing data on outcomes, targets and measures as set out in clauses 5.1 and 6.3 of the MoU</p> <p>To be prepared by the Department and submitted to NSW Government by 1 December each year.</p>	Interdependencies between clauses 6.4 and 9.6 and timing is dependent on availability of relevant data sets.
iii)	Section 6 - Outcome Budgeting	6.4 The Parties commit to continue to work together to develop an outcome budgeting and reporting framework for non-government schools in NSW.	<p>An outcome budgeting and reporting framework to be developed and implemented in line with sections 6.2 and 6.3 of the MoU.</p> <p>Framework to be developed by June 2021 with implementation to commence in 2022.</p>	Interdependencies between clauses 6.2, 6.3, and 9.6.
iv)	Section 7 - Access to student level data	<p>7.1 The Parties commit to provide access to student level data for the purposes of reporting to the State Government as set out in the MoU.</p> <p>7.2 The Parties agree that student level data cannot be used for any other purpose unless agreed in writing by all Parties.</p> <p>7.3 The Parties agree to the data protocols as set out in Appendix B of the MoU.</p>	<p>Completed.</p> <p>The data protocols to gain access to student level data is complete and attached at Appendix B of the MoU.</p>	NA

Ref. No	Title	Description	Deliverables and timeframe	Possible Dependencies - other factors to consider
v)	Section 8 - Acceptable use of funds	<p>8.1 The Parties support harmonising State and Commonwealth Government requirements for the acceptable use of state funding provided to non-government schools based on the <i>Commonwealth guide for approved authorities on the use of recurrent funding</i>. This will strengthen accountability and provide greater clarity for schools on the acceptable use of funding.</p> <p>8.3 The Parties commit to implementation for the 2020 year and note that the Implementation Plan will address the timing and the mechanism by which the <i>Commonwealth guide for approved authorities on the use of recurrent funding</i> can be adopted.</p>	<p>Implemented in February 2020.</p> <p>From 1 January 2020 new criteria applies to the expenditure of NSW Government financial assistance, in line with the Commonwealth requirements.</p> <p>Further opportunities to strengthen and streamline processes to be undertaken as part of the Annual Review process.</p>	<p>Potential changes to Commonwealth requirements and further developments for harmonisation with the Commonwealth.</p>
vi)	Section 8 - Acceptable use of funds	<p>8.4 The Parties support the NSW Government leveraging Commonwealth financial assurance processes, including investigations to verify enrolment and expenditure of funds.</p> <p>8.5 The Parties note the current public reporting arrangements for non-government schools that are set out in Appendix C of the MoU.</p> <p>8.6 The Parties commit to continue to work together to explore further options for strengthened accountability and reduced red tape, including through harmonisation with Commonwealth Government requirements.</p>	<p>Further opportunities to strengthen and streamline processes to be undertaken as part of the Annual Review process.</p>	<p>Potential changes to Commonwealth requirements and further developments for harmonisation with the Commonwealth.</p>
vii)	Section 9 - Systems oversight	<p>9.2 The Parties agree to implement the NSW Auditor General's recommendation that systems be required to distribute State funding to schools on a needs basis and report on this to the State government.</p> <p>9.3 The Parties commit to align State needs based funding arrangements with Commonwealth Government requirements, so that all systems that distribute State funding are required to have a needs-based funding arrangement for the distribution of State funding to schools, that is publicly available and transparent, in line with clauses 9.3.1 and 9.3.2.</p>	<p>School systems will have needs-based funding arrangements in place from 1 January 2020, and may elect to opt in early, if these arrangements were in place for 2019.</p> <p>This requirement will be incorporated into the existing NSW financial acquittal process by 31 July each year.</p>	<p>Potential changes to Commonwealth requirements and further developments for harmonisation with the Commonwealth.</p>

Ref. No	Title	Description	Deliverables and timeframe	Possible Dependencies - other factors to consider
viii)	Section 9 - Systems oversight	<p>9.4 The Parties agree to implement the NSW Auditor General’s recommendation that systems should be required to demonstrate that each school has spent their State funding in line with State requirements outlined in clauses 8.1, 8.2 and 9.3.</p> <p>9.5 The parties commit to align reporting with Commonwealth Government requirements so that all systems that distribute State funding must provide to the State Government a report that provides school level information in line with clauses 9.5.1 and 9.5.2.</p>	<p>School systems will provide school level reporting based on current Commonwealth requirements for the year commencing 1 January 2020, and may elect to opt in early, if these arrangements were in place for 2019.</p> <p>This requirement will be incorporated into the existing NSW financial acquittal process by 31 July each year.</p>	<p>Potential changes to Commonwealth requirements and further developments for harmonisation with the Commonwealth.</p>
ix)	Section 9 - Systems oversight	<p>9.6 The Parties agree in principle on the need to align financial and performance reporting to support the NSW Government’s Outcome Budgeting policy for school systems that distribute state funding and commit to jointly develop performance reporting to the State government.</p>	<p>An outcome budgeting and reporting framework to be developed and implemented in line with sections 6.2 and 6.3 of the MoU</p> <p>Framework to be developed by June 2021 with implementation to commence in 2022.</p>	<p>Interdependencies between clauses 6.2, 6.3, 6.4 and 9.6.</p>
x)	Section 10 - Implementation, Reporting and Review	<p>10.1 The Parties commit to developing an Implementation Plan by April 2020 to deliver the commitments agreed to in this MoU.</p>	<p>30 April 2020.</p> <p>Implementation Plan approved by the Minister.</p>	
xi)	Section 10 - Implementation, Reporting and Review	<p>10.2 The Parties agree that the Accountability Consultation Group will continue as the consultation mechanism. The Group includes members from the Association of Independent Schools of NSW, Catholic Schools NSW and officers from the Department of Education and its purpose is to work collaboratively to develop and monitor delivery of the Implementation Plan.</p> <p>10.3 The Accountability Consultation Group will meet as required to deliver the commitments in this MoU and will convene at least twice a year.</p>	<p>The Accountability Consultation Group has been established and is meeting as required to deliver the Implementation Plan.</p>	