

# PROJECT AGREEMENT FOR THE NATIONAL SCHOOL CHAPLAINCY PROGRAMME

An agreement between:

- n the **Commonwealth of Australia**; and
- n the **States and Territories of**
  - t New South Wales,
  - t Victoria,
  - t Queensland,
  - t Western Australia,
  - t South Australia,
  - t Tasmania,
  - t the Australian Capital Territory, and
  - t the Northern Territory.

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

# Project Agreement for the National School Chaplaincy Programme

## PRELIMINARIES

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.
2. The conditional grants of financial assistance provided to the States and Territories under this Agreement will support the delivery of the National School Chaplaincy Programme (NSCP) by the States and Territories. The aim of the NSCP is to support the emotional wellbeing of Australian school students.
3. This Agreement constitutes the entire agreement for this project.

## PART 1 – FORMALITIES

### Parties to this Agreement

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

### Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and one other Party sign the Agreement and will expire on 30 June 2019 or on completion of the project, including final performance reporting, unless terminated earlier or extended as agreed in writing by the Parties.
6. The NSCP will operate in the 2015, 2016, 2017 and 2018 school years.

## PART 2 – PROJECT OUTPUT

### Outputs

7. The outputs of this Agreement will be the delivery of the NSCP, and the associated requirements specified in this Agreement, by the States. The NSCP consists of the provision of chaplaincy services in Australian schools, to support the emotional wellbeing of students by providing:
  - (a) pastoral care services; and
  - (b) strategies that support the emotional wellbeing of the broader school community.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

8. To support the delivery of the NSCP by the States, the Commonwealth is 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 a financial contribution to the States of up to three per cent of total NSCP school funding, as set out in Table 3 of this Agreement, in recognition of the States' administrative costs; and
  - (d) providing a forum to facilitate information sharing with the States regarding the delivery of the NSCP, and consulting with the States regarding arrangements for convening this forum.

### Role of the States

9. In delivering the NSCP, 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 forming a cross sector panel (consisting of government, Catholic and independent school representatives) to select and prioritise schools for funding 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 from any faith;
    - (iii) chaplains must:
      - (i) not proselytise;

- (ii) respect, accept and be sensitive to other people's views, values and beliefs;
  - (iii) comply with State and Territory laws and policies in relation to child protection matters; and
  - (iv) meet the NSCP's minimum qualification requirements;
- (d) distributing up to \$20,000 to, or on behalf of, each school (or up to \$24,000 to, or on behalf of, each school in a remote/very remote area) that has been prioritised for funding;
  - (e) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments; and
  - (f) if necessary, establishing guidelines for delivering the NSCP that are consistent with the terms and conditions of this Agreement.

### Shared roles

- 10. The Parties will participate in an evaluation of the NSCP, including through participation in a forum to be provided by the Commonwealth under clause 8(d) of this Agreement.
- 11. The Parties will meet the requirements of *Schedule E*, Clause 26 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

- 12. The following table summarises the milestones for the project, their relationship to the outputs, milestone due dates, relevant reporting 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**

<b>Outputs</b>	<b>Milestones</b>	<b>Milestone due date</b>	<b>Report due date</b>	<b>Payment</b>
Preparations for the delivery of the NSCP in 2015	Formation of a cross sector panel. Provision of the list of schools selected for funding in 2015, and selection methodology used.	31/12/2014	31/03/2015	In accordance with Table 2
Delivery of the NSCP in 2015	Provision of the list of schools that had chaplaincy services delivered under the NSCP in 2015. Confirmation the requirements set out in clause 9(c) of this Agreement were met during 2015. Continued operation of the cross sector panel and selection methodology, as appropriate. Provision of the list of schools selected for funding in 2016.	31/12/2015	31/03/2016	In accordance with Table 2
Delivery of the NSCP in 2016	Provision of the list of schools that had chaplaincy services delivered under the NSCP in 2016. Confirmation the requirements set out in clause 9(c) of this Agreement were met during 2016. Continued operation of the cross sector panel and selection methodology, as appropriate. Provision of the list of schools selected for funding in 2017.	31/12/2016	31/03/2017	In accordance with Table 2
Delivery of the NSCP in 2017	Provision of the list of schools that had chaplaincy services delivered under the NSCP in 2017. Confirmation the requirements set out in clause 9(c) of this Agreement were met during 2017. Continued operation of the cross sector panel and selection methodology, as appropriate. Provision of the list of schools selected for funding in 2018.	31/12/2017	31/03/2018	In accordance with Table 2

13. Where a milestone is met in advance of the due date, subject to the relevant performance report demonstrating 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.
14. Payments in recognition of States' administrative costs will be made at the same time as payments for school funding, subject to school funding milestones being met within the agreed timeframes.

## Reporting arrangements

15. The States will provide annual performance reports in accordance with Table 1 during the operation of the Agreement.
16. Reporting will be limited to that which is required to demonstrate that agreed outputs, as measured by achievement against performance milestones, have been met.
17. The States will also provide a final performance report covering the 2018 school year, by 31 March 2019, which will include:
  - (a) the list of schools that had chaplaincy services delivered under the NSCP in 2018; and
  - (b) confirmation that the requirements set out in clause 9(c) of this Agreement were met during 2018.

## PART 5 – FINANCIAL ARRANGEMENTS

18. The Commonwealth will provide a total financial contribution to the States of up to \$242.35 million in respect of this Agreement, comprising \$235.29 million for NSCP school funding and \$7.06 million for States' administrative costs. All payments are GST exclusive.
19. In 2014-15, the Commonwealth's contribution to each State for NSCP school funding will be determined by the number and location of schools selected to receive funding in the 2015 school year, up to the maximum amount in Table 2. The Commonwealth's contribution to each State in later financial years will be determined by the number and location of schools selected to receive funding in later school years, 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.
20. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
21. 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 and Table 3.

**Table 2: Estimated maximum financial contribution – NSCP school funding\***

(\$ million)	2014-15	2015-16	2016-17	2017-18	Total
<b>Estimated total budget</b>	<b>58.82</b>	<b>58.82</b>	<b>58.82</b>	<b>58.82</b>	<b>235.29</b>
Less estimated National Partnership Payments					
New South Wales	10.79	10.79	10.79	10.79	43.16
Victoria	12.25	12.25	12.25	12.25	49.00
Queensland	17.57	17.57	17.57	17.57	70.30
Western Australia	7.41	7.41	7.41	7.41	29.62
South Australia	7.27	7.27	7.27	7.27	29.08
Tasmania	2.13	2.13	2.13	2.13	8.51
Australian Capital Territory	0.94	0.94	0.94	0.94	3.75
Northern Territory	0.47	0.47	0.47	0.47	1.88
<i>Subtotal</i>	<b>58.82</b>	<b>58.82</b>	<b>58.82</b>	<b>58.82</b>	<b>235.29</b>
Balance of non-Commonwealth contributions	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

\* Figures may not add due to rounding.

**Table 3: Estimated maximum financial contribution – State administrative funding\***

(\$ million)	2014-15	2015-16	2016-17	2017-18	Total
<b>Estimated total budget</b>	<b>1.76</b>	<b>1.76</b>	<b>1.76</b>	<b>1.76</b>	<b>7.06</b>
Less estimated National Partnership Payments					
New South Wales	0.32	0.32	0.32	0.32	1.29
Victoria	0.37	0.37	0.37	0.37	1.47
Queensland	0.53	0.53	0.53	0.53	2.11
Western Australia	0.22	0.22	0.22	0.22	0.89
South Australia	0.22	0.22	0.22	0.22	0.88
Tasmania	0.06	0.06	0.06	0.06	0.25
Australian Capital Territory	0.03	0.03	0.03	0.03	0.11
Northern Territory	0.01	0.01	0.01	0.01	0.06
<i>Subtotal</i>	<b>1.76</b>	<b>1.76</b>	<b>1.76</b>	<b>1.76</b>	<b>7.06</b>
Balance of non-Commonwealth contributions	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

\* Figures may not add due to rounding.

22. Having regard to the agreed estimated costs of projects specified in a Project Agreement, States 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, States 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 States to deliver projects cost effectively and efficiently.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

23. 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

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

### Delegations

26. 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

27. Any Party may give notice to other Parties of a dispute under this Agreement.
28. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
29. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

### Interpretation

30. For the purposes of this Agreement:
  - (a) A chaplain<sup>1</sup> 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) an equivalent qualification (as determined by the States); andthis Certificate or equivalent qualification must include competencies in 'mental health' and 'making appropriate referrals'.

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



- (c) 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.
- (d) Remote/very remote areas are those geographical areas classified as such by the 2011 version of the Accessibility/Remoteness Index of Australia Plus.

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

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

---

**Senator the Honourable Scott Ryan**

Parliamentary Secretary to the Minister for Education

Date:

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

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

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**The Honourable Adrian Piccoli MP**

Minister for Education

Date:

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**The Honourable Martin Dixon MP**

Minister for Education

Date:

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

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

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**The Honourable John-Paul Langbroek MP**

Minister for Education, Training and Employment

Date:

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**The Honourable Peter Collier MP**

Minister for Education

Date:

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

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

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**The Honourable Jennifer Rankine MP**

Minister for Education and Child Development

Date:

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**The Honourable Jeremy Rockliff MP**

Minister for Education and Training

Date:

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

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

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**Ms Joy Burch MLA**

Minister for Education and Training

Date:

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**The Honourable Peter Chandler MLA**

Minister for Education

Date:

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

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



**Senator the Honourable Scott Ryan**  
Parliamentary Secretary to the Minister for  
Education

Date: *29/10/2014*

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

**The Honourable Adrian Piccoli MP**  
Minister for Education

Date:

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

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

Date:

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

**The Honourable Jennifer Rankine MP**  
Minister for Education and Child Development

Date:

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

**Ms Joy Burch MLA**  
Minister for Education and Training

Date:

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

**The Honourable Martin Dixon MP**  
Minister for Education

Date:

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State of Western Australia by*

**The Honourable Peter Collier MP**  
Minister for Education

Date:

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

**The Honourable Jeremy Rockliff MP**  
Minister for Education and Training

Date:

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

**The Honourable Peter Chandler MLA**  
Minister for Education

Date:

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Parliamentary Secretary to the Minister for Education

Date:

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Minister for Education

Date:

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**The Honourable John-Paul Langbroek MP**

Minister for Education, Training and Employment

Date:

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

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**The Honourable Jennifer Rankine MP**

Minister for Education and Child Development

Date:

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

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**Ms Joy Burch MLA**

Minister for Education and Training

Date:

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

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**The Honourable Martin Dixon MP**

Minister for Education

Date:

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

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**The Honourable Peter Collier MP**

Minister for Education

Date:

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

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**The Honourable Jeremy Rockliff MP**

Minister for Education and Training

Date:

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

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**The Honourable Peter Chandler MLA**

Minister for Education

Date:

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**Senator the Honourable Scott Ryan**  
Parliamentary Secretary to the Minister for Education

Date:

*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

Date:

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

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

Date:

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

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**The Honourable Jennifer Rankine MP**  
Minister for Education and Child Development

Date:

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


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**Ms Joy Burch MLA**  
Minister for Education and Training

Date:

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

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**The Honourable Martin Dixon MP**  
Minister for Education

Date: 3/6/06

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

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**The Honourable Peter Collier MP**  
Minister for Education

Date:

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

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**The Honourable Jeremy Rockliff MP**  
Minister for Education and Training

Date:

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

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Minister for Education

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**Senator the Honourable Scott Ryan**  
Parliamentary Secretary to the Minister for Education

Date:

*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

Date:

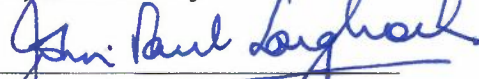
*Signed for and on behalf of the State of Victoria by*

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**The Honourable Martin Dixon MP**  
Minister for Education

Date:

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



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

Date: 30.10.14

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

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**The Honourable Peter Collier MP**  
Minister for Education

Date:

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

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**The Honourable Jennifer Rankine MP**  
Minister for Education and Child Development

Date:

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

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**The Honourable Jeremy Rockliff MP**  
Minister for Education and Training

Date:

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

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**Ms Joy Burch MLA**  
Minister for Education and Training

Date:

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

---

**The Honourable Peter Chandler MLA**  
Minister for Education

Date:

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

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**Senator the Honourable Scott Ryan**

Parliamentary Secretary to the Minister for Education

Date:

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

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Minister for Education

Date:

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Minister for Education, Training and Employment

Date:

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Minister for Education and Child Development

Date:

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

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**Ms Joy Burch MLA**

Minister for Education and Training

Date:

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

---

**The Honourable Martin Dixon MP**

Minister for Education

Date:

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

*P. Collier*

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**The Honourable Peter Collier MP**

Minister for Education

Date: 24/10/14

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

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**The Honourable Jeremy Rockliff MP**

Minister for Education and Training

Date:

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

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**The Honourable Peter Chandler MLA**

Minister for Education

Date:

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**Senator the Honourable Scott Ryan**

Parliamentary Secretary to the Minister for Education

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Minister for Education

Date:

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**The Honourable John-Paul Langbroek MP**

Minister for Education, Training and Employment

Date:

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

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**The Honourable Peter Collier MP**

Minister for Education

Date:

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



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**The Honourable Jennifer Rankine MP**  
Minister for Education and Child Development

Date: 11/11/2014

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

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**The Honourable Jeremy Rockliff MP**

Minister for Education and Training

Date:

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

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**Ms Joy Burch MLA**

Minister for Education and Training

Date:

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

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**The Honourable Peter Chandler MLA**

Minister for Education

Date:



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

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Parliamentary Secretary to the Minister for Education  
Date:

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

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Date:

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Minister for Education  
Date:

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**The Honourable John-Paul Langbroek MP**  
Minister for Education, Training and Employment  
Date:

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

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**The Honourable Peter Collier MP**  
Minister for Education  
Date:

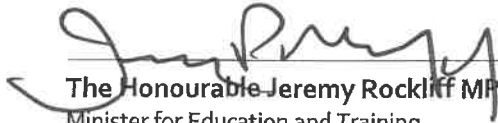
*Signed for and on behalf of the State of South Australia by*

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**The Honourable Jennifer Rankine MP**  
Minister for Education and Child Development  
Date:

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

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**The Honourable Jeremy Rockliff MP**  
Minister for Education and Training  
Date: 5/11/14

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

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**Ms Joy Burch MLA**  
Minister for Education and Training  
Date:

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

---

**The Honourable Peter Chandler MLA**  
Minister for Education  
Date:

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

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

\_\_\_\_\_  
**Senator the Honourable Scott Ryan**  
Parliamentary Secretary to the Minister for Education

Date:

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

\_\_\_\_\_  
**The Honourable Adrian Piccoli MP**  
Minister for Education

Date:

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

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Minister for Education

Date:

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

Date:

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

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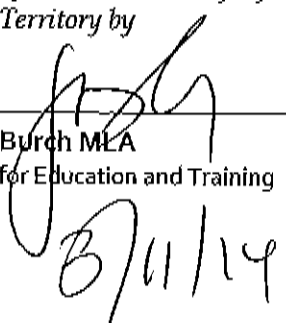
\_\_\_\_\_  
**Ms Joy Burch MLA**  
Minister for Education and Training

Date:

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

\_\_\_\_\_  
**The Honourable Peter Chandler MLA**  
Minister for Education

Date:



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

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**Senator the Honourable Scott Ryan**

Parliamentary Secretary to the Minister for Education

Date:

*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

Date:

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Minister for Education and Child Development

Date:

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Minister for Education and Training

Date:

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Minister for Education

Date:

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

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**The Honourable Peter Collier MP**

Minister for Education

Date:

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

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**The Honourable Jeremy Rockliff MP**

Minister for Education and Training

Date:

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

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**The Honourable Peter Chandler MLA**

Minister for Education

Date: 31.10.14