

DEED OF VARIATION

DEED OF VARIATION IN RELATION TO CHOICE AND AFFORDABILITY FUND
AGREEMENT

The Secretary of the Department of Education, Skills and Employment

AND

South Australian Commission for Catholic Schools Incorporated
ABN 84 572 437 441

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DEED OF VARIATION

DEED OF VARIATION IN RELATION TO CHOICE AND AFFORDABILITY FUND AGREEMENT

Date

This Deed is made on 20 DECEMBER 2021

Parties

This Deed is made between and binds the following parties:

1. **The Secretary of the Department of Education, Skills and Employment (Secretary)**
2. **South Australian Commission for Catholic Schools Incorporated**
ABN 84 572 437 441 (NGRB)

Context

This Deed is made in the following context:

- A. The parties have entered into a Choice and Affordability Fund Agreement dated 12 November 2020, being a written arrangement for the purposes of sections 25B(1)(c), 31(1)(d) and 36(6)(c) of the *Australian Education Regulation 2013* (Cth) (**Agreement**).
- B. The parties have agreed to amend the Agreement on the terms and conditions of this Deed.

Operative provisions

In consideration of the mutual promises contained in this document, the parties to this Deed agree as follows:

1. Definitions and Interpretation

Definitions

- 1.1. In this Deed, unless the contrary intention indicates otherwise:
 - a. terms used in this Deed that are not defined in clause 1.1.b below and are defined in the Agreement have the same meaning as in the Agreement;
and
 - b. a term in bold type below has the meaning shown opposite it.

Agreement means the Agreement referred to in paragraph A of the Context.

Date of Variation means the date on which the last of the parties executes this Deed, as shown on page 3 of this Deed.

Deed means this Deed and includes all schedules and attachments (if any) to this Deed.

Interpretation

- 1.2. In this Deed, unless the contrary intention appears:
- a. words importing a gender include any other gender;
 - b. words in the singular include the plural and words in the plural include the singular;
 - c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
 - d. words importing a person include a partnership and a body whether corporate or otherwise;
 - e. a reference to \$ or dollars is a reference to Australian dollars;
 - f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
 - g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
 - h. Schedule 1 and any attachments form part of this Deed;
 - i. if any conflict arises between the terms and conditions contained in the clauses of this Deed and any part of Schedule 1 (and attachments if any), the terms and conditions of the clauses prevail;
 - j. if any conflict arises between any part of Schedule 1 and any part of an attachment, Schedule 1 prevails;
 - k. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.
 - l. wherever the context permits "Secretary" and "NGRB" include their respective successors in title or assignees; and
 - m. a covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally.

Guidance on construction of Deed

- 1.3. As far as possible all provisions of this Deed will be construed so as not to be void or otherwise unenforceable.
- 1.4. If anything in this Deed is void or otherwise unenforceable then it will be severed and the rest of the Deed will remain in force.
- 1.5. A provision of this Deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

- 1.6. In the event of conflict between this Deed and the Agreement, the provisions of the Deed will prevail.
- 1.7. Paragraphs 8 and 9 of the Agreement (as varied by this Deed) apply (*mutatis mutandis*) in relation to this Deed.

Commencement

- 1.8. The terms of this Deed apply on and from the Date of Variation.

2. Amendment of the Agreement

- 2.1. With effect on and from the Date of Variation, the Agreement is amended as shown in the marked-up copy of the Agreement in Schedule 1.

3. Costs

- 3.1. Each party will bear its own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this Deed.

4. Entire agreement and variation

- 4.1. The parties confirm all the other provisions of the Agreement and, subject only to the amendments provided for by this Deed, the Agreement remains in full force and effect and must be read and construed and will be enforceable as if the terms of this Deed were supplemental to the Agreement.
- 4.2. This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement and supersede all prior understandings and representations between the parties with respect to the parties' rights and obligations under the Agreement.
- 4.3. Each party must take such steps, execute all such documents and do all such acts and things as may be reasonably required by any other party to give effect to any of the transactions contemplated by this Deed.
- 4.4. The provisions of this Deed must not be varied either in law or in equity except by agreement in writing signed by the parties.

5. Applicable law

- 5.1. This Deed and the Agreement are to be construed in accordance with, and any matter related to them is to be governed by, the law of the Australian Capital Territory.
- 5.2. The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

6. Counterparts

- 6.1. This Deed may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

SCHEDULE 1

Marked-up copy of the Agreement attached

CHOICE AND AFFORDABILITY FUND AGREEMENT

2020 to 2029

South Australian Commission for
Catholic Schools

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Choice and Affordability Fund Agreement

PRELIMINARIES

1. As part of the Australian Government's commitment to providing choice to Australian families, the Government announced the Choice and Affordability Fund (the Fund). The Fund will provide an estimated \$1.2 billion over 10 years from 2020 to 2029 to address specific challenges in the non-government school sector. The Fund incorporates the National Adjustment Assistance Fund, which was established to provide transition funding support for non-systemic independent schools.
2. The Choice and Affordability Fund Guidelines (the Guidelines), published on the Department of Education, Skills and Employment website, outline the expectations for the fund through national priorities. The national priorities were developed in consultation with the national representative bodies and are:
 - Choice and affordability of schools
 - Transition assistance
 - Special circumstances funding
 - Strengthening outcomes for schools and educationally disadvantaged schools and students
 - Student wellbeing and support
 - Other priorities identified by the Minister from time to time.
3. Through the Choice and Affordability Fund Agreement (the Agreement), state and territory non-government representative bodies (NGRBs) agree to receive and use funding in line with these national priorities, ~~as well as local priorities agreed by the Australian Government and state and territory level NGRBs in accordance with paragraph 28 of this Agreement.~~
4. Funding is provided under section 70 of the *Australian Education Act 2013* (the Act) for an NGRB for the purpose of supporting school education at non-government schools. NGRBs are expected to provide all non-government schools they represent with the opportunity to apply for or be supported through the funding.
5. ~~Working collaboratively with non-government schools, the NGRBs will create work plans, updated as required, to help achieve priority outcomes. The NGRBs will report annually against the agreed work plan arrangements, as set out in [Part 4 – Work Plans, Reporting and the Payment Schedule](#). Ongoing reporting remains a condition of funding under the Act and the Australian Education Regulation 2013 (the Regulation).~~
- 5.6. As the NGRB anticipates a consistent approach to delivery of activities over the period of this Agreement, the Agreement does not require the NGRB to submit work plans as provided for under Part D of the Guidelines. If the NGRB's approach to delivery alters so that additional priorities are to be addressed or such that the delivery approach is subject to change in activities over time, is more complex in nature or involves centralised program expenditure by the NGRB, then this Agreement will be amended to provide for submission of work plans.
- 6.7. This Agreement is the written arrangement entered into in relation to the Fund for the purposes of paragraphs 25B(1)(c), 31(1)(d) and 36(6)(c) of the Regulation for payments the Minister for

Education (the Minister) is able to make under section 70 of the Act. It sets out matters that the Minister must have regard to for the purposes of determining an amount(s) of Choice and Affordability funding payable under section 70 of the Act for the NGRB. It also specifies the requirements on an NGRB with respect to its expenditure of Choice and Affordability funding paid under the Act and associated reporting requirements. This Agreement does not impact the expenditure by the NGRB, or associated reporting, relating to the Non-Government Reform Support Fund.

~~7.8.~~ Any action taken under the Agreement is subject to, and must be consistent with, the Act and Regulation and all other applicable legislation. The terms and obligations contained in the Agreement are in addition to and not to be read as limiting anything in the Act or Regulation.

~~8.9.~~ To avoid doubt, this Agreement is not intended to create legally binding obligations on the Commonwealth of Australia whether contractual or otherwise for any purpose other than that permitted in accordance with the Act or Regulation. In accordance with subsection 25B(1) of the Regulation, the Minister will have regard to this Agreement, for the purpose of determining under section 70 of the Act, the amount of financial assistance that is payable to a State or Territory for a year, for a NGRB for a non-government school.

~~9.10.~~ The Regulation prescribes a range of matters for the purposes of the Act including ongoing requirements for approval of NGRBs; matters relevant to actions the Minister may take for failure to comply with the Act or the Regulations; requirements in relation to the acquittal of funding paid under the Act; and other miscellaneous matters.

~~10.11.~~ The Guidelines set out the requirements under the Regulation in relation to the administration, use and reporting of the Fund.

~~11.12.~~ A reference to the Minister or the Secretary in this Agreement and the Guidelines includes a reference to a delegate of the Minister or the Secretary, respectively, under the Act.

PART 1 – PARTIES AND OPERATION

Parties

~~12.13.~~ The Parties to this Agreement (the Parties) are:

- a) the Secretary of the Department of Education, Skills and Employment, and
- b) the South Australian Commission for Catholic Schools Incorporated (ABN: 84 572 437 441).

Term

~~13.14.~~ This Agreement shall take effect on and from the date when it is signed by the last party to do so.

~~14.15.~~ Unless terminated earlier in accordance with paragraph 19, this Agreement will expire on the latter of the following events:

- a) 31 March 2030, or
- b) on completion of a final annual report to the Secretary's satisfaction.

Review

~~15.16.~~ The Commonwealth will review the Choice and Affordability funding arrangements in 2027.

Variation

~~16.17.~~ This Agreement may be amended at any time with the agreement in writing of the Parties.

~~17.18.~~ The attachments to this Agreement may be varied or revoked, and new attachments may be added, at any time with the written agreement of the Parties.

Termination

~~18.19.~~ A Party to this Agreement may terminate the Agreement at any time by notifying the other Party in writing. A Party intending to terminate, should provide a minimum of 12 months' notice.

Survival of obligations following expiry or termination

~~19.20.~~ The following obligations survive the expiry or termination of this Agreement:

- a) The requirement to submit an annual report as specified in Paragraph 41 of this Agreement and Part D of the Guidelines;
- b) any requirements under the Guidelines, the Act and/or the Regulation that expressly or impliedly continue to survive, including but not limited to those relating to:
 - i. expenditure of the Fund amounts received by the NGRB;
 - ii. ongoing policy and funding requirements for approval;
 - iii. monitoring the NGRB's compliance with the Act;
 - iv. keeping and providing information and records;

- v. taking action with respect to non-compliance;
- vi. requiring amounts to be repaid.

20.21. The above obligations continue until the Choice and Affordability funding available is either fully spent or returned.

Dispute Resolution

21.22. Any Party may give notice to the other Party of a dispute under this Agreement. The notice must set out the nature of the dispute.

22.23. Within 10 business days (or such other period agreed to by the Parties in writing), each party will nominate a representative to try and settle the dispute by direct negotiation, in good faith.

23.24. The existence of a dispute does not, of itself, constitute failure to implement the Agreement by either Party.

PART 2 – PRIORITIES

National priorities

24.25. The Guidelines specify the national priorities determined by the Minister. Through this Agreement, the Parties commit to contribute to the following national priorities.

- a) *Choice and affordability of schools*
The Fund will provide funding for initiatives that facilitate parental choice and opportunity giving parents the ability to choose an affordable school that will best suit their individual child.
- b) *Transition assistance*
The Fund incorporates the National Adjustment Assistance Fund, which was established to provide transition funding support for non-systemic independent schools. This means NGRBs will make financial and other transition support available for schools that would have met the criteria to have access to support through the National Adjustment Assistance Fund; that is, non-systemic independent schools which are expected to experience year-on-year reductions in per student funding due to changes in Commonwealth recurrent funding settings over 2020 to 2029. The Fund will also provide support for schools in general to transition to a new capacity to contribute model for recurrent funding.
- c) *Special circumstances funding*
The Choice and Affordability Fund will support schools and students impacted by special circumstances or in priority areas such as rural, regional and remote locations and areas affected by drought or other natural disasters.

Special circumstances funding should be prioritised for schools requiring short term emergency assistance when unexpected circumstances or events cause severe and

temporary financial difficulty. Assistance should be provided for schools in situations that satisfy all of the following criteria:

- **unexpected**
 - Could not have been reasonably foreseen.
- **causing severe financial difficulty**
 - Where a school faces a real prospect of having to cease a large part of its educational activities or significantly lower its educational services.
- **short term**
 - Schools should be able to overcome their financial difficulty and resume operations and must provide a five-year business and recovery plan.
- **a special need**
 - Schools have exhausted all other options to remedy the financial situation of the school.

d) *Strengthening outcomes for schools and educationally disadvantaged schools and students*

The Fund will support initiatives that strengthen outcomes for schools such as helping underperforming schools improve outcomes, including through school industry partnerships, and supporting educationally disadvantaged schools and students.

e) *Student wellbeing and support*

Student wellbeing is essential for both academic and social development. The Fund will support schools that require additional assistance to ensure safe, supportive and respectful learning environments.

f) *Other priorities* identified by the Minister from time to time.

Where new priorities emerge, the Minister will consult with NGRBs to be progressed only by the agreement of both parties.

25-26. Transition assistance (priority b)) and special circumstances funding (priority c)) are compulsory inclusions for all NGRBs and, along with the regional transition assistance support provided under paragraph 38, these priorities should be prioritised over the other national priorities.

26-27. The Secretary will provide advance notice to NGRBs through Funding Estimation Tools (FETs) of their represented schools which must have access to financial support through transition assistance (priority b)). The department expects the activities outlined in paragraph 29 of this Agreement below and the work plans should result in a nationally consistent approach to support for these schools and will provide guidance on funding that should be set aside to meet the requirements of these schools. There is flexibility for NGRBs to extend this support, or provide alternative transition support, to other schools.

27-28. The implementation of national priorities outlined in paragraph 25 of this Agreement is a condition of Choice and Affordability funding to the NGRB. It is anticipated that the Parties may vary paragraph 25 of this Agreement in writing, over time as national priorities are further developed, considered and are the subject of consultation.

Local priorities

28. Local priorities are to be outlined in the NGRB's Choice and Affordability Fund work plan.

~~29. The implementation of local priorities outlined in the Choice and Affordability Fund work plan (Attachment A) is a condition of funding to the NGRB. It is anticipated that the relevant NGRB may formulate proposals to vary the work plan over time as local priorities are further developed and considered.~~

~~30. If the relevant NGRB proposes new local priorities, these will be agreed to by the Parties via an updated work plan.~~

Overview of activities

~~31.29.~~ The following is an overview of planned activities and description of what the NGRB seeks to achieve with the Fund over 2020 to 2029.

OVERVIEW OF ACTIVITIES

South Australian Commission for Catholic Schools' Schools Incorporated's (SACCS) approach to the delivery of activities and initiatives of the Choice and Affordability Fund (CAF) Fund aligns to the national priorities of the Choice and Affordability Fund and these activities will remain relatively consistent over the course of the funding agreement. In the event of any unforeseen circumstances that may require an amendment to the activities, SACCS will contact the Department to obtain approval prior to the activities changing.

In conjunction with compulsory priorities in Transition Assistance 25(b) and Special Circumstances Funding 25(c), together with regional transition assistance, the focus for SACCS' activities for the Choice and Affordability Fund is National Priority 25(d) **Strengthening outcomes for schools and educationally disadvantaged schools and students.**

BACKGROUND TO SACCS' ACTIVITIES FOR THE CHOICE AND AFFORDABILITY FUND

Catholic education in South Australia has embarked on a journey of 'step change' step change guided by key existing strategies documented in Catholic Education South Australia's (CESA's) SACCS' *Continuous Improvement Framework, Statement of Learning Commitment to every child in a Catholic School, Living Learning Leading Framework and Standard, the Key Capabilities Continual, Leadership Standard, Corporate Plan 2020 to 2024,* and the *Balanced Scorecard.*

The CAF funding from the Fund (2021 – 2029) will contribute to supporting CESA's SACCS' *Blueprint for Step Change* endorsed by the SACCS in September 2020. The Blueprint intentionally moves CESA to a SACCS towards greater level of 'systemness' standardisation and alignment of processes and protocols across the organisation, and provides some structural recommendations to enacting this 'step change' change. These are described at length in the body of document but includes:

- a refocusing of the:
 - Principal's role as the instructional leader of the school community.
 - School Quality and Performance Consultant role to a regionally focussed Schools Performance Leader role with a revised set of responsibilities.
 - Work of the SQP section aligned to regions and supported by Education Advisors, Advisors and System Coaches.
 - Professional learning provided to teachers and school staff as 'whole of system' system delivered more 'in-situ' situ and in regions and less via projects.

- Creation or re-focusing of:
 - A school-based Quality and Performance team which is incorporated within all schools.
 - Current school clusters into six regions within CESASACCS; North, South, East, West, Central and Regional.
 - Designated Leaders of Learning positions within all schools (the focus of Priority D)
- Engaging an ~~external~~ external critical friend to support our work in analysing and improving student outcomes.
- Developing a common language and system strategies that support a focus on whole system improvement.

Articulating a clear position about ~~what we are tight about~~ about as a system and ~~what we can be loose about~~ about, essentially defining our agreed system ~~not negotiables~~ priorities when it comes to learning and teaching as a system of Catholic schools in South Australia. This Blueprint offers some insights into these ~~not negotiables~~ priorities as an initial position noting that these ~~not negotiables~~ priorities would apply to Diocesan schools and colleges with separately funded schools and colleges able to apply these expectations or similar expectations of their own governing authority.

OUTLINE OF SACCS' ACTIVITIES FOR THE CHOICE AND AFFORDABILITY FUND (National priorities D, B & C)

NATIONAL PRIORITY D: *Strengthening outcomes for schools and educationally disadvantaged schools and students*

~~In proposing an outline of our activities, SACCS' approach to the delivery of activities and initiatives of the Choice and Affordability Fund aligns to the national priorities of the Choice and Affordability Fund and these activities will remain relatively consistent over the course of the funding agreement, however, this does not preclude the expenditure of funds in later years which may occur at SACCS' discretion in accordance with Section paragraph 39 of the Choice and Affordability this Agreement.~~

Our analysis of ~~CESA's~~ SACCS' 2019 NAPLAN and longitudinal performance data underpins our need for ~~step change~~ step change strategy and our initiatives to strengthen educational outcomes across all Catholic schools with a focus on assisting underperforming schools. Our strategy is to set clear targets to improve outcomes through both direct and indirect intervention into schools' Learning agenda.

SACCS have identified two key evidence-based initiatives to improve student learning outcomes based on the findings of the Grattan Institute's 2015 Report, *Targeted teaching: how better use of data can improve student learning* and our own internal analysis. Both initiatives **relate specifically to a 10-year program to support National Priority 25(d).**

- Specialist school-based staff (Leaders of Learning) for early literacy and numeracy interventions with an initial pilot program carried out from 2020-2021.
- Targeted system wide professional development for teachers in-situ in the classroom.

Specialist school-based staff for early literacy and numeracy: During the course of 2021, every CESASACCS school will require a person designated as that school's Leader of Learning to deliver a system wide approach to literacy and numeracy interventions. Larger schools within CESASACCS have an existing staff member with responsibility for learning, or an Assistant/ Deputy Principal but smaller schools, disadvantaged schools or regional and rural schools do not currently have the staffing capacity to appoint a Leader of Learning from their existing staff and provide release time.

Once appointed, school-based Leaders of Learning work within their school to strengthen student identity, literacy, numeracy and pastoral care and wellbeing. They work closely with other members of the South Australian Catholic Education Office School Quality and Performance Team staff to support the Principal and the staff to deliver a coherent and co-ordinated system wide approach to strengthening student outcomes. They will engage with research-based learning about pedagogy and language that promotes high quality teaching and learning and builds a culture of high expectations for learners.

The Leaders of Learning assist in the collection and use of assessment and other data to develop strategies to strengthen student identity, literacy, numeracy and pastoral care and wellbeing.

School based Leaders of Learning would act as a key liaison point between the school's learning agenda and system strategic priorities with respect to learning. To support the work of school-based Leaders of Learning, the South Australian Catholic Education Office will appoint system Literacy and Numeracy coaches using its own recurrent funding to work directly with school-based Leaders of Learning individually, and as a group.

Targeted system wide professional development: To provide in-school professional learning for school staff and Leaders of Learning. This professional learning has a focus on:

- Strengthening a student-centred culture in each school.
- Building teacher capacity and skills in strengthening student identity, literacy, numeracy and belonging.
- Pursuing opportunities for staff conversations and language reflective of a sophisticated understanding of data.
- ~~Implementing~~Implementing targeted teaching strategies based on information from data collection.

The CAF-funding from the Fund (in the form of an annual grant) will be allocated to support the time release and the professional development of school- based Leaders of Learning. This support will be proportionate to the size of the school and sharing Leaders of Learning across schools should be considered.

~~The East Adelaide Project (Project) AND Mercy Project are pilot programs commencing in 2020. Details are contained in the 2020-2021 Workplan.~~

Commencing in 2020, the Leaders of Learning initiative will run as a pilot program through two learning projects: The East Adelaide Project (Project) and Mercy Project. From 2021 onwards, the Leaders of Learning initiative will move from its pilot phase to full implementation. The Leader of Learning initiative will run from 2021 to 2029 and will involve providing South Australian Catholic schools with a yearly direct grant to support them to appoint a School-based Leader of Learning to work within their school to strengthen student identity, literacy numeracy and pastoral care and wellbeing.

Leaders of Learning expected Outcomes 2021 – 2029:

- 95 or more SACCS schools continue to participate in the Leaders of Learning Project and will continue to receive funding from the Fund to allow for teacher release to deliver system wide literacy, numeracy, and wellbeing strategies.
- Leaders of Learning will work closely with other members of the South Australian Catholic Education Office to support school staff to deliver a coherent and co-ordinated system wide approach to strengthening student outcomes.
- The Leaders of Learning will:
 - Assist in the collection and use of assessment and other data to develop strategies to strengthen student identity, literacy, numeracy and pastoral care and wellbeing.
 - Provide in-school professional learning for school staff.
- The in-school professional learning will focus on:
 - Strengthening a student-centred culture in each school.
 - Building teacher capacity and skills in strengthening student identity, literacy, numeracy and belonging.

Leaders of Learning Indicators of Success:

- 95 or more SACCS schools have a nominated Leader of Learning operating within their school and have had professional development in the system wide approach to literacy and numeracy.
- All Leaders of Learning are:
 - Engaged in delivering the system wide literacy, numeracy, and wellbeing strategies within their schools.
 - Supporting teachers in classrooms to build their capacity.
- All schools will have a Quality and Performance Team operating in their school that is focused on meeting the current 2024 SACCS targets which will be renewed post 2024.

NATIONAL PRIORITY B: Transition Assistance

REGIONAL TRANSITION ASSISTANCE

The spending of transition funding for regional and remote schools will be deferred until 2022 to align with the implementation of the Direct Measure of Income capacity to contribute, with the entire allocation for 2020 to 2029 being spent over 2022 to 2029.

The distribution methodology is based on ensuring schools can, at the very minimum, cover annual increases in operating costs.

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Regional Transition Assistance (\$)	-	-	1,871,107	666,586	689,250	712,684	736,916	761,972	787,878	814,666

TRANSITION ASSISTANCE

To support all schools with the transition to the new capacity to contribute funding model, SACCS has identified those schools which have been adversely impacted by the new capacity to contribute model for recurrent funding and will distribute CAF-funding from the Fund to ensure schools can, at the very minimum, cover annual increases in operating costs. Funding will be monitored and adjusted annually to take into account any changes to each school's Direct Measure of Income score.

NATIONAL PRIORITY C: Special Circumstances Funding

In order to support schools and students impacted by special circumstances, SACCS will set aside an amount of CAF-funding from the Fund on an annual basis. Any unspent portion of funds will be carried forward year on year, up until when the balance of the provision reaches a prescribed amount and will be spent or committed to be spent by 31 December 2029 in accordance with the Guidelines.

MONITORING AND MEASURING OUTCOMES OF THE INVESTMENT

Catholic Education in South Australia has a prescribed measurement framework, in respect of school quality and performance outcomes. It takes a balanced scorecard¹ approach to the framework, monitoring and measuring outcomes both at a school and system level. One of the four domains of the Balanced Scorecard focuses on high quality learning and wellbeing outcomes as evidenced by CESASACCS targets which include by 2024:

- No students below the national minimum standard in NAPLAN.
- The percentage of students in the top two bands on NAPLAN exceeds the national average.

¹ A copy of the Balanced Scorecard can be provided on request.

- 100 %per cent YR 12 completion and South Australian Certification of Education achievement.

Within the high-quality learning and wellbeing outcomes domain there are specific Key Performance Indicators, which are used to support school, region and system levels planning, target setting, action, and evaluation of school improvement.

The quality learning and wellbeing KPIs are detailed in the Workplan. These will be reviewed in 2024 and are reset for the next four-year period.

The expectation is that all ~~CESA~~ SACCS schools will focus their improvement initiatives on all four domains, and on at least the Key Performance Indicators identified in the Balanced Scorecard. The role of school ~~Principal~~ Principals is to bring about measurable and identifiable school improvement in all four domains including the domain based on high quality learning and wellbeing outcomes. This will be monitored by system leaders in line with the overall strategy.

The primary role of the Catholic Education Office is to support Principals in this endeavour while also ensuring that improvement is happening, and that it can be evidenced against targets.

PART 3 – FUNDING ARRANGEMENTS

Payment amount

~~32-30.~~ Commonwealth funding for the Fund is provided through Part 5 of the Act. Section 70 of the Act provides that the Minister may determine an amount of financial assistance that is payable for a year to a non-government representative body for a non-government school.

~~33-31.~~ Payments will be paid through state and territory treasuries to pass to the NGRB. Funding will be administered by the NGRB for its represented non-government schools, in accordance with this Agreement ~~and approved Choice and Affordability Fund work plans.~~

~~34-32.~~ The following table describes the payment amount for 2020 for the NGRB under this Agreement. Payment amounts for 2020 to 2029 are subject to annual appropriation, ministerial determination for the purposes of section 70 of the Act, and the Schooling Resource Standard (SRS) indexation factor applied to amounts from 2021 to 2029 as set out in paragraph 25B(2)(b) of the Regulation and section 11A of the Act.

	2020
Choice and Affordability Fund funding (\$)	2,874,850

~~35-33.~~ The Government has committed to review the SRS indexation factor by 2023.

~~36-34.~~ For the purposes of making a section 70 determination, in addition to the matters listed in subsection 25B(1) of the Regulation, the Minister may have regard to advice from NGRBs or the national representative body for a sector on their preferred state and territory level distribution of funding for 2020 or any subsequent year. Advice to vary the distribution for 2020 must be provided before Agreements are finalised. Advice to vary the distribution for 2021 or a subsequent year must be provided at least by the end of August of the year prior to the variation unless otherwise agreed with the Secretary.

~~37.35.~~ The department will confirm the payment amounts to NGRBs by October each year for the following year (e.g. confirmation by October 2020 for the payment amounts for 2021), once the SRS indexation factor for the year is known and the Minister has considered any advice from the national representative body or NGRB to vary the state and territory level distribution provided in accordance with paragraph 34.

~~38.36.~~ The department will publish annually on its website the final distribution of funding at a state and territory level, based on the amounts the Minister has determined are payable for an NGRB for each year by 30 June the following year.

Use of funding

~~39.37.~~ NGRBs and non-government schools are to use funding in line with the Guidelines. NGRBs must require non-government schools to provide assurance through the annual reporting and financial statement arrangements that distributed funding has been used for the purposes it was provided.

~~40.38.~~ To ensure support for regional schools during transition to the Direct Measure of Income for capacity to contribute, and in accordance with paragraph 23 of the Guidelines, the NGRB must ensure that funding as specified in the following table is provided for regional assistance. Note, the figures in this table will be revised annually to reflect final SRS indexation factors and distribution variations provided in accordance with paragraph 34.

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Regional	602,969	623,470	644,668	666,586	689,250	712,684	736,916	761,972	787,878	814,666
Transition										
Assistance (\$)										

~~41.39.~~ Subject to the requirements contained in section 31 of the Regulation and in the Guidelines which must be complied with, as well as the compulsory requirements to provide the regional assistance specified in paragraph 38 above, transition assistance (priority b)) and special circumstances funding (priority c)), NGRBs have discretion to spend Choice and Affordability funding over the period 2020 to 2029 in order to best achieve the priorities of the Fund according to their own circumstances. For avoidance of doubt, expenditure of some or all of the funds received may be spent in later years, in order to best achieve the priorities of the Fund.

~~42.40.~~ Any interest earned on the financial assistance must be spent, or committed to be spent, in the same way as the financial assistance.

PART 4 – ~~WORK PLANS,~~ REPORTING AND ~~THE~~ PAYMENT SCHEDULE

~~Work plans~~

~~43. The NGRB must submit a work plan for the Secretary's approval in accordance with the Guidelines. The NGRB must submit a two year work plan for 2020 to 2021. Four year work plans for 2022 to 2025 and 2026 to 2029 must be submitted in line with timing set out in Table 1.~~

~~44. The Parties agree to include the Fund work plan as Attachment A of this Agreement and understand that, once approved, the work plan is part of this Agreement.~~

~~45. The work plans are expected to be a flexible document that may be varied over time to accommodate changed circumstances. Except where paragraph 46 is applicable, any variations to an approved Fund work plan, including the inclusion of additional activities, must be agreed by both Parties in writing in accordance with paragraphs 16 to 17 of this Agreement.~~

~~46. The NGRB may transfer funding between categories of activities or initiatives within the work plan Budget (the Budget), without the written consent of the Secretary, provided that such transfer:~~

- ~~a) does not exceed 20 per cent of the relevant item specified in the Budget for a year from which the amount of funds is being transferred, and~~
- ~~b) requirements to provide transition assistance (priority b)), special circumstances funding (priority c)) and regional assistance set out in paragraph 40 are still met each year.~~

~~The NGRB may also vary funding allocated for an activity without the written consent of the Secretary in response to increased demand for transition assistance (priority b)) and special circumstances funding (priority c)) as well as in response to variation to the final total amount payable for a year in accordance with paragraph 41.~~

Annual reports

~~47.41.~~ The NGRB will submit an annual report in accordance with the Guidelines and the template at the Attachment (or such other template as may be approved by the Secretary in writing from time to time)-B.

Payment schedule

~~48.42.~~ For 2020, 85 per cent of the 2020 allocation for the NGRB will be paid following signing of the Agreement. The balance of 15 per cent of the 2020 allocation is expected to be paid in late 2020, subject to appropriation.

~~49.43.~~ ~~Subject to paragraph 50 below,~~ for 2021 to 2029, payments will be made in January and August, each payment being approximately 50 per cent of the year's annual allocation. An additional payment will be made before 30 June for the purposes of making adjustment payments, including for indexation for the previous year if required. In accordance with paragraph 35 above, NGRBs will be advised of payments in October for the following year. Timing of the payment scheduled for January 2021 is subject to appropriation.

~~50. For 2022 and 2026 only, the January payment referred to in paragraph 50 will be paid following receipt of a work plan to the Secretary's satisfaction for 2022 to 2025 and 2026 to 2029 respectively.~~

~~51.44.~~ The NGRB agrees to and accepts the reporting and payment schedule at Table 1. Unless otherwise agreed to by the Secretary in writing, the NGRB will submit documentation according to the reporting and payment schedule of the Fund.

Choice and Affordability Fund Agreement 2020 to 2029

Table 1. Reporting and expected payment schedule of the Choice and Affordability Fund

Report	Submission date	Payment date ¹
2020-2021 work plan	By 1 June 2020	Following signing of Agreement
-	-	Late 2020
-	-	January 2021
2020 Annual Report	By 30 June 2021	August 2021
2022-2025 work plan	By 31 October 2021	January 2022
2021 Annual Report	By 30 June 2022	August 2022
-	-	January 2023
2022 Annual Report	By 30 June 2023	August 2023
-	-	January 2024
2023 Annual Report	By 30 June 2024	August 2024
-	-	January 2025
2024 Annual Report	By 30 June 2025	August 2025
2026-2029 work plan	By 31 October 2025	January 2026
2025 Annual Report	By 30 June 2026	August 2026
-	-	January 2027
2026 Annual Report	By 30 June 2027	August 2027
-	-	January 2028
2027 Annual Report	By 30 June 2028	August 2028
-	-	January 2029
2028 Annual Report	By 30 June 2029	August 2029
2029 Annual Report	By 30 June 2030	-

- indicates no reporting requirement or payment applicable

1. Payment dates reflect the department's process timeframes and are indicative only and may be subject to change and do not factor in state or territory government payment processes.

Note: From 2021, an additional payment may be scheduled prior to 30 June if required. NGRBs will be advised of payment timing and amounts in October for the following year in accordance with paragraph 35.

PART 5 – SIGNATURES

[Execution blocks omitted]

Signed for and on behalf of the Secretary of the
Department of Education, Skills and
Employment by:

.....

Mr Mark Sawade
First Assistant Secretary
Funding and Data Collection Group

Date of signature:

.....

~~Executed~~ as an agreement:

The Common Seal of the **SOUTH
AUSTRALIAN COMMISSION FOR
CATHOLIC SCHOOLS INCORPORATED**
(ABN 84 572 437 441) was affixed in the
presence of:—

)
)
).....
) **Signature of Authorised Person**
)
).....
) **Full Name**

.....
Date

.....
Signature of Witness

.....
Signature of Authorised Person

.....
Full Name of Witness

.....
Full Name

.....
Date

Attachment – Report template

[Report template attached]

Choice and Affordability Fund

Annual Report 2021

[Name of Non-Government Representative Body]

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

Drafting notes for completion of this Annual Report template

Blue text indicates a variable, red text is an instruction. Please delete all red text before submitting your work plan.

It is useful to note the following when completing your annual reports:

- The Choice and Affordability Fund (CAF) 2021 annual report informs the department on the progress being made to achieve the priorities against the objectives outlined in the CAF Agreement and/or 2020-2021 Work Plan.
- Approval of the annual report is required as a condition of ongoing funding.

As per the *Choice and Affordability Guidelines 2020-2029* (the Guidelines), the CAF annual reports must:

- (i) Be submitted by 30 June of the year following the reference year, unless a later date is approved by the Minister;
- (ii) The annual report must be in the template below
- (iii) Outline progress in achieving the agreed priorities and intended outcomes identified in the Agreement / Work Plan. This should include:
 - a. *identifying the collaborative work which has occurred in the year with non-government schools to support local priorities,*
 - b. *ensuring that all non-government schools have been afforded equity of access to appropriate initiatives and activities and participated in activities as appropriate*
 - c. *identifying key risks and strategies put in place to manage these.*
- (iv) Provide a detailed activity report including a list of schools supported and a description of outcomes. This should include:
 - a. *The timeframes for the delivery of activities where activities continue beyond 2021, or where objectives have been accomplished, including measure of the outcomes resulting from activities or achieved goals*
 - b. *Separately addressing assistance given in the year to regional and remote schools and schools that would have received support through the former National Adjustment Assistance Fund (NAAF)*
 - c. *Separately address arrangements that were in place for special circumstances, noting this is a compulsory priority.*
- (v) Report on the distribution of the CAF funding, where the report must separately identify total funding provided directly to schools by priority, as well as centrally expended support by priority
- (vi) Include a financial statement prepared in accordance with the Australian Accounting Standards.

Reporting school level details about distribution of funding or centralised delivery

The NGRB must complete *Attachment A– CAF 2021 School Level Data Report* (Excel workbook) to report funding directly distributed to schools or where schools have accessed centrally managed activity. The listing of schools and their AGEIDs is organised by CAF priority.

Please note:

- School-level allocations must be reported for all funding directly distributed to schools including the school name and AGEID.

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

- The same identifying details for schools must also be provided for the schools which have accessed centralised support, however, the attributions of centralised support provided to each school is not mandatory and this column is provided should the NGRB wish to report school level attribution rather than be limited to reporting an aggregate amount for each CAF priority.
- The NGRB must ensure that the total centralised and total distributed funding reported by priority in *Attachment A– CAF 2021 School Level Data Report* is consistent with the total funding reported by priority reported in the 2021 expenditure table below.

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

Summary of 2021

In 2-3 pages maximum, outline the major achievements of the NGRB for 2021 using funding from the Choice and Affordability Fund (CAF). The summary should draw out any overarching key themes across activities.

Please be concise and where possible avoid detailed descriptions of the activities undertaken. Further detail about activities can be provided in the activity report section below.

The summary should also briefly address:

- any consequences for delivery of activities outline in the Agreement and/or Work Plan in future years
- how the activities satisfied the expectation that the NGRB provides all non-government schools they are approved to represent with the opportunity to apply for or be supported through CAF funding (paragraph 4 of the CAF Agreements)

Overarching Risk Management (Complete if relevant, otherwise delete text and table)

In the Activity Report section of this template there are tables seeking information in relation to the NGRB's Risk Management and Stakeholder Engagement.

Where an NGRB applies its management actions for the CAF as a single work program and similarly manages risk and stakeholder engagement at a program level, the table below seeking information about Overarching Risk Management and Stakeholder Engagement can be completed, and does not need to be subsequently reported by individual activity (and the Risk Management and Stakeholder Engagement tables deleted from the Activity Report).

Where the NGRB manages risk and stakeholder engagement at the activity level, the Risk Management and Stakeholder Engagement tables in the Activity Report should be used to ensure the local circumstances are reported. For example, the Overarching Risk Management may be completed for all activities, and Risk Management section may also be kept in for one or more activities in the Activity Report which have unique risks.

If this Overarching Risk Management section is removed, the Risk Management Section must be completed for each activity in the Activity Report as appropriate.

Further guidance on the risks is provided in the Activity Report section below.

Risk	How the risk will be managed
Briefly describe the high-level risks to your CAF activities and how risk may have potential to impact future activities outlined in the Agreement / 2022-2025 Work Plan.	Briefly describe the strategies that have been put in place to monitor risk/have been used to manage risk.

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

Financial Report

2021 Budgeted Funding and Actual Expenditure

Expenditure for 2021 by activity is outlined in the table below. Expenditure for 2021 by school is outlined in *Attachment A – CAF 2021 School Level Data Report*.

Please do not vary this table other than to fill in the blue text, or to add or delete rows as required to align activities outlined in the Agreement/Work Plan and/or undertaken in 2021. If you wish to provide additional information, please provide as footnotes or a separate table. It is important to read footnote references before populating the table.

Please ensure the total centralised and total distributed funding reported by priority in the table below is consistent with the total funding reported by priority reported in *Attachment A – CAF 2021 School Level Data Report*.

Activities/Initiatives	Expenditure type	Budgeted for 2021 ¹	Actual Spend in 2021 ²
<u>A – Choice and Affordability</u>			
<i>Activity name</i>	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
<i>Activity name</i>	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
Total for Priority A (only required if more than one activity for the priority)	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
<u>B – Transition Assistance³</u>			
<i>Activity name</i>	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
<i>Activity name</i>	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
Total for Priority B (only required if more than one activity for the priority)	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
<u>C – Special Circumstances Funding</u>			
<i>Activity name</i>	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
<i>Activity name</i>	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
Total for Priority C (only required if more than one activity for the priority)	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
<u>D – Strengthening outcomes for schools and educationally disadvantaged schools and students</u>			
<i>Activity name</i>	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
<i>Activity name</i>	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
Total for Priority D (only required if more than one activity for the priority)	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX

¹ This must reflect the Agreement or 2020-2021 Work Plan.

² If there is a variation, a concise explanation must be provided in the Activity Report section. Please note, only minor variations should be reported in this section. Under paragraph 53 of CAF Guidelines, the NGRB will be assessed on the consistency of the annual report to with the Agreement / Work Plan. Substantial variations must be agreed with the Department through revisions to the Agreement / Work Plan. Substantial variations cannot be agreed retrospectively.

³ Transition assistance for regional schools must be separately identified as an activity. Transition assistance for schools that would have been eligible for the National Adjustment Assistance Fund must be separately identified as an activity.

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

Activities/Initiatives	Expenditure type	Budgeted for 2021 ¹	Actual Spend in 2021 ²
E – Student wellbeing and support			
Activity name	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
Activity name	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
Total for Priority E (only required if more than one activity for the priority)	Centralised	\$XXX	\$XXX
	Distributed	\$XXX	\$XXX
	Administrative costs⁴	\$XXX	\$XXX
	Total expenditure⁵	\$XXX	\$XXX⁶
	Deferred funding	\$XXX	\$XXX

Other funding sources in 2021 (Complete if relevant, otherwise delete the text and table)

If the NGRB has contributed funding from other sources towards the delivery of any activities, please provide a description of each funding source and the activity it relates to. This information is requested to help quantify the outcomes attributed to CAF funding.

Activities/Initiatives	Other funding source	Budgeted for 2021 ⁷	Actual Spend in 2021
List the relevant activity	Describe the funding source	\$XXX	\$XXX
		\$XXX	\$XXX

Interest earned that is being carried forward to 2022 (Complete if relevant, otherwise delete the text and table)

Where an NGRB has earned interest on CAF funds paid to the NGRB in 2020 or 2021 since the 2020 CAF Annual Report and has not spent that interest in 2021, the table below must be completed.

Where the NGRB has earned interest on CAF funds paid to the NGRB in 2020 or 2021 since the 2020 CAF Annual Report, and has spent the interest earned during 2021, the NGRB's Acquittal Certificate must be used to certify that interest earned on financial assistance paid to the NGRB by the Department of Education, Skills and Employment (the department) in accordance with the *Australian Education Act 2013* (the Act) has been spent, or committed to be spent, in accordance with section 31 of the Act.

If no interest is being carried forward into 2022, this section can be removed entirely.

Interest earned but not spent since last annual report⁸	\$XXX
---	-------

Schools' Use of Distributed CAF Funding (Complete if relevant, otherwise delete the text)

Where an NGRB has distributed funding directly to one or more schools and that funding has been spent or committed to be spent by the school in 2021, please provide a statement here that confirms that NGRB has met its obligation under section 49 of

⁴ The NGRB's administrative costs directly associated with implementing the activities. These should not exceed two per cent of total funding over 2020 to 2029. In limited circumstances an NGRB may apply in writing for an increase in allowance.

⁵ Sum of centralised, distributed, and administrative expenditure

⁶ The amount recorded in this cell should match the NGRB Acquittal Certificate of funding spent in 2021

⁷ This must be taken from the 2020-2021 work plan. If not included in the 2020-2021 work plan, please put N/A in this column

⁸ This should include all interest earned to 31 December 2021 that is being carried forward into 2022. Please also include any interest earned in 2020 that was not reported in the 2020 CAF annual report that is also being carried forward into 2022

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

the CAF Guidelines to require non-government schools to certify that distributed funding has been used for the purposes it was provided. Please remove this yellow highlight before submitting this document.

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

Expenditure Profile for 2022–2029

This table reflects the NGRB’s planned expenditure over 2022 to 2029 consistent with its CAF Agreement and, where applicable, its CAF Work Plan, with any variations outlined below.

Please provide the latest expenditure profile to 2029. Please note, this table should only be used to report minor variations. Under paragraph 53 of CAF Guidelines, the NGRB will be assessed on the consistency of future annual reports with the Agreement / Work Plan. Substantial variations must be agreed with the Department through revisions to the Agreement and/or Work Plan.

	2022	2023	2024	2025	2026*	2027*	2028*	2029*
NGRB’s total estimated funding allocation as advised by the department	\$4,271,574	\$4,399,720	\$4,531,712	\$4,667,664	\$4,807,694	\$4,951,926	\$5,100,480	\$5,253,498
NGRB’s estimated Regional Transition Assistance funding allocation as advised by the department	\$639,690	\$658,880	\$678,646	\$699,006	\$719,976	\$741,576	\$763,822	\$786,738
Accrued deferred funding from 2020 and 2021 to be carried forward to 2022 ⁹	\$XXX							
Accrued interest earned on funds held in 2020 and 2021 to be carried forward to 2022 ¹⁰	\$XXX							
NGRB’s planned expenditure for the relevant year ¹¹	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX
NGRB’s planned regional transition assistance expenditure for the relevant year ¹²	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX
NGRB’s planned deferred funding for the relevant year to be spent in a future year ¹³	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	

⁹ Please note this is the amount paid by the Department in 2020 and 2021 that has been carried forward into 2022. The amount in this row should be attributed as expenditure in a future year(s) in the planned expenditure row below.

¹⁰ Please note this is actual interest earned only that has been carried forward into 2022. The amount in this row should be attributed as expenditure in a future year(s) in the planned expenditure row below. If no interest is being brought forward in to 2022, please put N/A.

¹¹ Please note this row should include all CAF funding (except amounts spent in 2020 and 2021) and where applicable, actual interest earned on funds held in 2020 and 2021 being brought forward in to 2022.

¹² Please note this row is used to monitor the rate of expenditure to ensure agreed proportions of investment are met.

¹³ Please note this is any amount of CAF funding to be paid by the Department for the relevant year that is not spent in the relevant year. This row should include deferred CAF funding paid by the Department and, where applicable, for 2022 may include actual interest earned on funds held in 2020 and 2021 being carried forward again into to 2023. For example, an NGRB may plan to defer \$5 million in 2022 and defer another \$5 million in 2023, with the resulting \$10 million to be spent in 2024. This row would show \$5 million in deferred expenditure in 2022, \$5 million deferred in 2023 and then \$0 in 2024.

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

	2022	2023	2024	2025	2026*	2027*	2028*	2029*
Accrued deferred funding from the relevant year and previous years to be spent in a future year ¹⁴	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX

*[*NGRBs with Work Plans can include the following note: Funding over 2026 to 2029 is indicative and will finalised through 2026-2029 Work Plan to be settled in 2025.]*

Reason for variations to Expenditure Profile (Complete if relevant, otherwise delete the text)

Please clearly explain and provide reasons for any variances to the expenditure profile compared to the latest expenditure profile provided to the department (e.g. for NGRBs with Agreements, this may be the 2021 Annual Reports and for NGRBs with Workplans, this may be the 2022-2025 Work Plan). Please note, this section should only be used to report minor variations. Under paragraph 53 of CAF Guidelines, the NGRB will be assessed on the consistency of future annual reports to with the Agreement / Work Plan. Substantial variations must be agreed with the Department through revisions to the Agreement and/or Work Plan.

¹⁴ Please note this is the total amount carried forward to the next year or any subsequent year and will show the cumulative deferred expenditure from the relevant year and/or previous years that has not yet been spent. This row should include deferred CAF funding paid by the Department and, where applicable, actual interest earned on funds held in 2020 and 2021 being brought forward in to 2022. Continuing the example from the deferred expenditure row where an NGRB may plan to defer \$5 million in 2022 and defer another \$5 million in 2023, with the resulting \$10 million to be spent in 2024. This row would show \$5 million in accrued expenditure in 2022, \$10 million in 2023 and then \$0 in 2024.

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

Activity Report

In this section, please provide detailed information about each of the activities/initiatives undertaken in 2021. Details about each initiative should be limited to four pages in length.

Please report separately on the following compulsory priorities:

- transition assistance for schools that would have been eligible for the former National Adjustment Assistance Fund, and
- transition assistance for regional schools, and
- transition for other schools, and
- special circumstances funding.

Activity/Initiative	Name
Priority	A – Choice and Affordability B – Transition Assistance C – Special Circumstances Funding D – Strengthening outcomes for schools and educationally disadvantaged schools and students E – Student wellbeing and support

Activity Description

Please provide a clear, plain language description of the activity delivery. The description should make it clear how the activity has contributed to achieving the relevant priority - this is important as activities can only be funded under the CAF where they are designed to achieve the outcomes that align with the CAF priorities.

The activity description should include an explanation about how centralised expenditure and/or distributed funding assisted schools, and any criteria which formed the basis for supporting schools.

The activity description should address how the NGRB will use the findings from the measures of success to develop its projects or objectives for subsequent years.

Outcomes Achieved

This section must include quantifiable outcomes using the NGRB's indicators of success as outlined in the CAF Agreement and/or 2020-2021 work plan. Additional outcomes may be added. Add rows as required for each identified outcome.

- **Indicators of Success** are expected to be described for all activities addressing CAF priorities. Although Indicators of success may not first appear relevant for some CAF priorities such as Priority B (transition) and Priority C (special circumstances), indicators of success can cover the NGRB's expectations such as output targets and time based factors which are critical to delivery.
- An example of this such could be in the form of support grants having targets for processing times and grants released to recipients. Support making it to the recipient at the right time is of critical relevance to priority C and delivery of timely support when there is an urgency.
- Further indicators of success for priority C activity could also be that the timely output of a grant achieves the objective in that 'urgent need was met'.

Outcomes	Indicators of success
List the outcomes delivered from the initiative/activity and how they have worked to address the identified priority.	Provide quantifiable measure/s of success where possible. Measures should directly relate to the expected outcomes.

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

Risk Management

This section must include identified risks to the initiative/activity and how these have/will be managed, where either the Overarching Risk Management section above has not been completed or the activity has a unique risk that needs to be managed. Add rows as needed for each identified risk.

NGRB are expected to report at a high level on their approach to strategic risks, particularly risks to delivery. Effective risk management is critical to the success of activities addressing CAF priorities.

- COVID-19 has created new challenges for schools and NGRBs, and the department observed the impacts of this in previous CAF annual reports. Given the long-term impact is still not clear and COVID and related variants may be with us for some time yet, COVID-19 may continue to threaten the effective delivery of the CAF.
- Proportionality is a fundamental principle and primary consideration in this context and appreciation of the risk environments in which projects operate is a central feature of the Commonwealth Resource Management Framework.
- The NGRB would use its own systems to identify the risks, the degree of strategic importance to activities or implementation, and how these need to be managed. For example, it could be that the Risk Management table reflects references to risks outlined in existing pandemic plans already in place in your operations.
- The key strategic risks related to the work program can assist to sufficiently show that assurance processes for the CAF are effectively targeted.

The department does not expect an exhaustive risk analysis only that NGRB will concentrate on the top strategic risks and strategies for managing them.

Examples could include:

- Considering the risks to delivery approaches that could be significantly impacted by COVID-19 lockdowns, particularly where such approaches are key elements on an initiative and could have flow on impacts to delivery.
- Considering the risks associated with having resources on hand to support schools in times of emergency for Priority C, or for demand driven activities.
- Similarly, demand driven activities may need consideration of how to ensure funding is still well spent if demand is less than expected.
- If the NGRB is relying on third party contributions to deliver an activity, how will the NGRB adapt if the third-party contribution does not come to fruition.

Risk	How the risk will be managed
Briefly describe the high-level risks to your CAF activity and how risk may have potential to impact future activities outlined in the Agreement / 2022-2025 Work Plan.	Briefly describe the strategies that have been put in place to monitor risk/have been used to manage risk.

Key stakeholders

NGRB can vary approaches to the CAF over time as local priorities emerge, and strategies are further developed, evaluated, and considered. NGRB are expected to work collaboratively with schools to determine updates as required, revise work plans where relevant, and to help achieve priority outcomes.

NGRBs are also expected to provide all schools they represent with the opportunity to apply for or be supported through the CAF funding and consider how they will enable the approved authorities they support to participate in activities as appropriate.

The table below is designed to capture key, high-level information about how the NGRB is considering its engagement strategies and the work the NGRB undertakes to collaborate with stakeholders. This could include

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

identifying other parties who are involved or impacted by the delivery of the activity. i.e. other local organisations, schools, state government agencies, etc. NGRB can add rows as required for each stakeholder or may refer to a single governance committee or meeting of school principals.

- The table asks NGRB to identify key stakeholders in initiatives and activities, and how these stakeholders benefit from success and how expectations are being managed (i.e. what regular communication is occurring). The table should only contain brief high-level descriptions about the key stakeholders in activities, their level of involvement or reliance on outcomes and how the NGRB and the key stakeholders have interacted in development and planning or delivery.
- The information provided in relation to the way’s engagement is occurring helps to share innovation around engagement, when Agreements and Workplans are made public as well as assist stakeholders to understand how they may be involved in the activity.

Stakeholder	Engagement Work
<p>Stakeholder name</p> <p>Please identify key stakeholders in the Activity and briefly describe their interest (stake) in the activity.</p> <p>E.g. “the activity assists regional schools to review their business models in their transition to the Direct Measure of Income arrangements (DMI). The activity ensures stakeholders are kept informed about critical information in relation to the DMI and that schools are supported to adjust to the new funding arrangements”</p>	<p>Briefly describe how the NGRB and the stakeholder[s] interact in the activity to manage the activity and its delivery, and whether there are regular interactions through meetings or communications between stakeholders.</p> <p>E.g. “The CAF governance committee/school principals meeting/ school resource staff meeting, convenes via a virtual meeting each month to consider CAF priorities, discuss resource needs and to develop plans.”</p>

Variations from Agreement / Work Plan (Complete if relevant, otherwise delete the text)

The description should address variations between the planned activity as set out in the Agreement / Work Plan and the activities being reported in this annual report including any variations to planned expenditure, eligible schools, and timeframes. Please note, only minor variations should be reported in this section. Under paragraph 53 of CAF Guidelines, the NGRB will be assessed on the consistency of the annual report to with the Agreement / Work Plan (if applicable). Substantial variations must be agreed with the Department through revisions to the Agreement / Work Plan. Substantial variations cannot be agreed retrospectively.

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

NGRB Annual Report Sign Off (Please complete this section when submitting your CAF 2021 Annual Report to the Department – this section can be removed before publishing your CAF 2021 Annual Report)

Please remove this yellow highlight before submitting this document.

This annual report is submitted in fulfillment of the annual report requirements in sections 50, 51 and 52 of the CAF Guidelines.

**Name and Position of the person signing
off on behalf of the NGRB¹⁵:**

Date:

¹⁵ Name and position of the person within the NGRB with authority to sign off.

Choice and Affordability Fund – Annual Report 2021

[Name of NGRB]

Attachment A – CAF 2021 School Level Data Report

Copy of template School Level Data Report attached

EXECUTED as a Deed.

SIGNED, SEALED AND)
DELIVERED for and on behalf of the)
Secretary of the Department of)
Education, Skills and Employment)
by:

Fabian Harding
First Assistant Secretary
Funding and Data Collection Division
(SES employee in the Schools and
Youth Cluster)



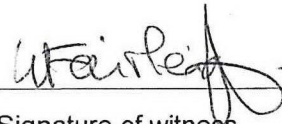
Name and position of signatory

Signature

In the presence of:

Wendy Fairleigh

Name of witness

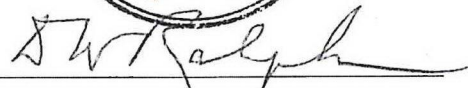
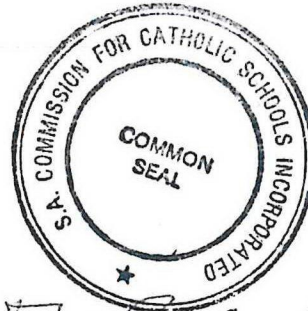


Signature of witness

The common seal of the **South**)
Australian Commission for)
Catholic Schools Incorporated)
ABN 84 572 437 441 was affixed in)
the presence of:

Professor Denis W. Ralph
Chair
South Australian Commission
for Catholic Schools

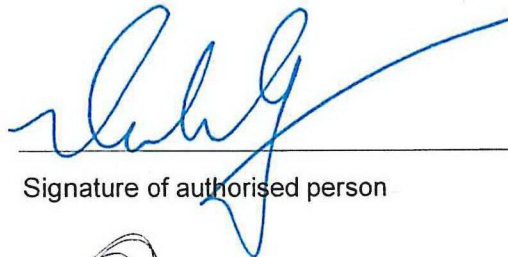
Name and position of authorised
person



Signature of authorised person

DR NEIL MCGORAN
Executive Officer

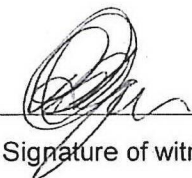
Name and position of authorised
person



Signature of authorised person

REBEKAH LYONS

Name of witness



Signature of witness