



**Charter School
Agency**

Charter School Agreement
relating to
**Christchurch North College
Charter School | Kura Hourua**

Dated: 29 November 2024



Guidance Note: To assist with your review of this Charter School Agreement refer to the 'Guide to this Agreement' (Section 2.1) and Guidance Notes throughout.

IN CONFIDENCE

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This Agreement is made on

2024

between (1) Charter School Agency, acting in the name and on behalf of the Crown (Agency)

and (2) Christchurch Education Limited (Sponsor)

Introduction

- A. The Charter School model has been established under the Education and Training Amendment Act 2024 (ETA). This Agreement is a Charter School Contract for the purpose of the ETA.
- B. The Charter School Authorisation Board was established under the ETA. The Authorisation Board approves new Charter Schools | Kura Hourua (Charter Schools) and applies interventions against Sponsors that are not complying with the applicable Charter School Contract or Applicable Law.
- C. The Agency is a departmental agency hosted by the Ministry of Education. A key function of the Agency is implementing and operating the new Charter School model, including negotiating and managing Charter School Contracts, delivering funding and supporting the Authorisation Board. The Agency is authorised under the ETA to enter into this Agreement with the Sponsor.
- D. The Sponsor is the governing body of the Charter School. The Sponsor has been approved by the Authorisation Board to be a Sponsor and operate the Charter School as a Charter School.
- E. The Charter School is a new School.
- F. This Charter School Agreement records the terms and conditions on which the Sponsor will establish, operate and manage the Charter School.
- G. Following execution of this Agreement, the Minister will, by notification in the *Gazette*, notify the establishment of the Charter School as a Charter School.

Agreement

Each party agrees to the terms and conditions set out or referred to in this Agreement, including the Specific Terms, General Terms, Schedules, Performance Plan and Handbook.

Executed as an agreement.

SIGNED by Charter School Agency,
acting for and on behalf of the Crown

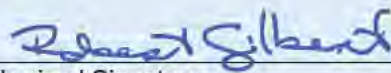
Authorised Signatory

Print Name and Position

Jane Lee, Chief Executive Officer

Date 29 November 2024

SIGNED by Christchurch Education
Limited



Authorised Signatory

Robert Gilbert - Board Convener

Print Name and Position

29 November 2024

Date

SECTION 1: SPECIFIC TERMS

Guidance Note:



This section sets out the Specific Terms that are applicable to the Charter School.



These Specific Terms may be updated over the Term of this Agreement, to reflect changes to the Charter School. The process for updates is set out in clause 9. Depending on the Specific Term, this may require notice from one party to the other party and/or approval of the Agency.

Part A: Details applicable to all Schools	
1. Charter School and Sponsor details	Charter School Name: Christchurch North College Charter School Address: 19 Sheffield Crescent, Christchurch, 8053 Charter School Number: Agency to confirm once Agreement signed. Sponsor NZBN (or other applicable number for Sponsor legal entity): 9429052498671
2. Description of Charter School	Primary ☐ Secondary ☐ Composite ☒ Single-Sex (Female) ☐ Single-Sex (Male) ☐ Co-educational ☒ Year levels: 7-11 Details of year levels to be phased in over a specified period (if applicable): N/A
3. School Year, Term Dates and School Hours	☒ January – December ☐ Other (specify) N/A Term Dates (specify) Term1: 10/02/2025 – 11/04/2025 Term 2: 28/04/2025 – 27/06/2025 Term 3: 14/07/2025 – 19/09/2025 Term 4: 06/10/2025 – 19/12/2025 School Hours (specify) 08:30am – 15:00pm
4. Establishment Roll	9(2)(b)(ii)

5. Physical Capacity of School Premises	100												
6. Requirements for teaching positions	<table border="1"> <tr> <th colspan="2">Certificated Teachers and LATs</th></tr> <tr> <td>Minimum percentage or number of Certificated Teachers</td><td>75%</td></tr> <tr> <td>Maximum percentage or number of LATs</td><td>25%</td></tr> </table>	Certificated Teachers and LATs		Minimum percentage or number of Certificated Teachers	75%	Maximum percentage or number of LATs	25%						
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Maximum percentage or number of LATs	25%												
7. Curriculum and Mode of delivery <i>Clause 4.4</i>	Curriculum (specify) New Zealand Curriculum Mode of delivery (tick one or both, as applicable): ☒ In-person ☐ Distance learning If the Charter School delivers any of the curriculum by distance learning, provide further detail (including type and scope of distance learning). Also refer to Specific Terms relating to distance learning in Part B below and further guidance in the Handbook. Specify: N/A												
8. Qualifications	☒ National Certificate of Educational Achievement (NCEA) ☐ Cambridge International Examinations ☐ International Baccalaureate (IB) ☐ Other (specify) _____												
Part B: Key details and policies													
9. Key Persons – Sponsor <i>Clause 11.3</i>	<table border="1"> <tr> <th>Role</th><th>Name</th></tr> <tr> <td>Chief Executive</td><td>Robert Gilbert</td></tr> <tr> <td>Person Responsible for Teaching and Learning</td><td>Robert Gilbert</td></tr> <tr> <td>Relationship Manager</td><td>Robert Gilbert</td></tr> <tr> <td>Contract Manager</td><td>Robert Gilbert</td></tr> <tr> <td>Other Key Persons</td><td>Sharon Keen, Eddie Norgate (Trustees)</td></tr> </table>	Role	Name	Chief Executive	Robert Gilbert	Person Responsible for Teaching and Learning	Robert Gilbert	Relationship Manager	Robert Gilbert	Contract Manager	Robert Gilbert	Other Key Persons	Sharon Keen, Eddie Norgate (Trustees)
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Other Key Persons	Sharon Keen, Eddie Norgate (Trustees)												
10. Relationship Manager – Agency	<table border="1"> <tr> <th>Role</th><th>Name</th></tr> <tr> <td>Relationship Manager</td><td>9(2)(a)</td></tr> </table>	Role	Name	Relationship Manager	9(2)(a)								
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Relationship Manager	9(2)(a)												

11. Details for Notices		Charter School	Agency
	Contact Name	Robert Gilbert	9(2)(a)
	Position	Chief Executive	Contract Implementation and Performance Manager
	Email	trustees@cnc.school.nz	9(2)(a) @charterschools.govt.nz
12. Insurance <i>Clause 13.5</i>	✓ Sponsor has confirmed that it will participate in the Ministry's risk management scheme (and has obtained the Ministry's consent to do so), in accordance with clause 13.5.		
13. Charter School Policies	Sponsor confirms that the Charter School has adopted, and agrees that it will ensure that the Charter School will maintain and comply with, the following policies: ✓ Complaints Policy that incorporates a procedure for the independent review of complaints ✓ Internal Disputes Management Policy ✓ Engagement with Charter School Community Policy		
Part C: Key dates			
14. Establishment Completion Declaration deadline <i>Clause 3.2</i>	Specify: 31 January 2024		
15. Agreement Date	Specify: 2 December 2024		
16. Commencement Date	Specify: 10 February 2025		
17. Frequency of Student reports	A Responsible Person must be informed of the progress of their children, and any barriers to progress, at no less than the following intervals: Specify: Mid-Year & End-of-Year (Realtime reporting will also be available)		
Part D: Details applicable to some Schools			
18. Is the Charter School a Converting School?	Yes ☐ No ☒ Conversion Date: _____ Other Details: _____		

<i>Schedule 3</i>	
19. Does the Converting School have any Inter-School Arrangements? <i>Schedule 3</i>	If the Charter School is a Converting School, did the board have an arrangement with any other school board regarding the sharing of education services, employees or students? Yes ☐ No ☒ Relevant Schools (specify): _____
20. School lease	☐ If the Charter School is a Converting School, and is occupying property which the Crown owns or has leased (as lessee), the Sponsor confirms that it has entered into, or will (prior to the Commencement Date) enter into, a lease with the Crown in respect of the Charter School or a deed of assignment in respect of the Crown's interest in the lease, as applicable. ☒ If the Charter School is not a Converting School and the Sponsor has entered into, or will (prior to the Commencement Date) enter into, a lease, licence or other occupation arrangement with a private landowner in respect of the Charter School, the Sponsor confirms that that document contains a permitted transfer clause in the form set out in the Handbook. Please refer to the Handbook for further detail on the purpose of the permitted transfer clause.
21. Is the Charter School intended to be operated for profit? <i>Clause 4.2(d)</i>	Yes ☐ No ☒
22. Do Approval Conditions apply?	Yes ☒ No ☐ Specify Approval Conditions: Establishment Plan completion. Sponsor must satisfy and comply with any Approval Conditions set out in this section (as updated by the Authorisation Board from time to time in accordance with the ETA).
23. International students	Sponsor must ensure that the enrolment of international students at the Charter School does not exceed the following upper limit on the number of international students that may be enrolled (if applicable): Specify (or insert Not Applicable): N/A
24. Character of Charter School <i>Clause 4.3</i>	Does the Charter School have a special or designated character including any religious, philosophical, or other distinguishing characteristics? Yes ☐ No ☒ Specify: _____ Is religious instruction and observance permitted? Yes ☐ No ☒
25. Can Sponsor require a Responsible Person to pay a property maintenance fee? <i>Clause 4.5(b)</i>	Yes ☐ No ☒ The following rate and conditions apply: _____

26. Who is responsible for providing transport assistance to eligible Students (if applicable)?	Sponsor ☒ Ministry ☐													
27. Will Sponsor operate Hostel accommodation?	Yes ☐ No ☒													
28. Will the Charter School offer distance learning? <i>Clause 4.4</i>	Yes ☐ No ☒ If yes, will distance learning be the main mode of curriculum delivery? Yes ☐ No ☐													
29. Distance Learning Practices <i>Clause 4.4</i>	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="563 819 1420 880">Distance Learning Practices</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="563 880 1420 1003">If the Charter School offers distance learning, Sponsor confirms that it has provided details of the following Distance Learning Practices to the Agency (to the satisfaction of the Agency):</td> </tr> <tr> <td data-bbox="563 1003 1294 1093">How Charter School will measure and ensure student engagement and attendance</td> <td data-bbox="1294 1003 1420 1093">☐</td> </tr> <tr> <td data-bbox="563 1093 1294 1182">How Charter School will manage pastoral care including the online safety of students</td> <td data-bbox="1294 1093 1420 1182">☐</td> </tr> <tr> <td data-bbox="563 1182 1294 1272">How Charter School will address adequate supervision arrangements for students aged under 16 years</td> <td data-bbox="1294 1182 1420 1272">☐</td> </tr> <tr> <td colspan="2" data-bbox="563 1272 1420 1335">Further detail is set out in (specify): _____</td> </tr> </tbody> </table>		Distance Learning Practices		If the Charter School offers distance learning, Sponsor confirms that it has provided details of the following Distance Learning Practices to the Agency (to the satisfaction of the Agency):		How Charter School will measure and ensure student engagement and attendance	☐	How Charter School will manage pastoral care including the online safety of students	☐	How Charter School will address adequate supervision arrangements for students aged under 16 years	☐	Further detail is set out in (specify): _____	
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Further detail is set out in (specify): _____														
Part E: Special Terms														

Schedule 2 Funding

1. Introduction

The Agency will pay the Sponsor the amounts specified in this Schedule 2 at the times set out or referred to in this Schedule 2.

2. Funding

2.1 The total funding to be paid to the Sponsor is:

9(2)(b)(ii), 9(2)(j)

which have been calculated on the basis of the categories and metrics set out below (together, in aggregate over the Term, all amounts paid under this Schedule constitute the **Funding**).

Category	Amount and frequency
1. Establishment / transition funding	9(2)(b)(ii), 9(2)(j)
2. Entitlement funding	
3. Property-based funding: Crown-owned or Crown-leased property	
4. Donations Scheme	

All amounts above include GST (if any).

2.2 The Funding will be paid to the bank account of the Sponsor as advised in writing by the Sponsor to the Agency from time to time.

3. Purpose

3.1 The Funding may be applied by the Sponsor at its discretion in order to meet its performance outcomes.

4. Metrics

- 4.1 The Funding set out above is calculated to achieve broad equivalence with that provided to State schools, and based on the number of enrolled domestic students and the following key metrics (and any other information provided to the Agency by the Sponsor for the purposes of calculating Funding):

Metric	Details
Total number of enrolled domestic Students	Refer to Establishment Roll set out in Specific Term #4.
EQI	456
School type	Composite
Property type	Third Party Leased
Māori medium school	N/A
Pacific medium school	N/A
Isolation Index	0.18
Vandalism Index	Medium Risk

5. Payment adjustments and annual review of Funding allocation

- 5.1 The Agency may adjust the amount of the Instalment from time to time in order to reflect any over-funding or under-funding made in relation to a period (as a result of any Roll adjustments or otherwise).
- 5.2 In the case of over-funding, the Agency may at its discretion elect to either reduce the amount of the next Instalment to be paid to the Sponsor by an amount equal to the over-funding, or otherwise to request that the Sponsor return any amounts which have been overfunded at the request of the Agency.
- 5.3 Any return of Funding by the Sponsor to the Agency will be paid to the bank account nominated by the Agency within 5 business days of written request or otherwise in accordance with any payment plan agreed between the Agency and the Sponsor in relation to the return of such funds.
- 5.4 The Funding provided under this Schedule will be subject to an annual review and may be adjusted as a result of that annual review.
- 5.5 The annual review process will be broadly consistent with the process of adjusting State school rates and will remain subject to Budget decisions from time to time.
- 5.6 The Agency will advise the Sponsor in writing of changes to the Funding as a result of such review and any such written notice will supersede the Funding allocation set out in clause 2 above from the date specified in the notice.

6. Termination or expiry of the Agreement

- 6.1 The Agency will make no further payments under this Schedule 2 on and from the expiry or effective date of termination of the Agreement.
- 6.2 Upon expiry or termination of this Agreement (for any reason whatsoever), the Sponsor must return to the Agency (or any third party nominated by the Agency):

- (a) any Funding which has been paid to it to the extent that it:
 - (i) relates to the operation of the Charter School after the expiry date or the effective date of termination (as applicable); and/or
 - (ii) has not been spent by the Sponsor as at the expiry date or effective date of termination,and any such sum (as reasonably determined by the Agency) will be payable by the Sponsor as a debt due to the Agency; and
- (b) if and to the extent requested by the Agency:
 - (i) all assets acquired or developed by the Sponsor during the term of the Agreement using the Funding; and
 - (ii) in respect of any period where a Sponsor has acquired or developed assets using both the Funding and funding from other sources, such assets of the Sponsor as directed by the Agency (at the Agency's absolute discretion) which are equivalent in value to the Funding during the relevant period (provided that the Agency's rights under this clause are subject to the rights of any prior-ranking secured third party).

7. Security

- 7.1 Words and phrases used in this clause 7 have the meanings given to them in, or by virtue of, the Personal Property Securities Act 1999 (**PPSA**).
- 7.2 As security for the obligations of the Sponsor under this Schedule and the Agreement, the Sponsor grants to the Agency a security interest in all the Sponsor's right, title and interest (present and future, legal and equitable) in, to, under or derived from:
- (a) all amounts of Funding held by the Sponsor; and
 - (b) any property of the Sponsor which is required to be returned to the Agency in accordance with this Schedule or the Agreement,
- (the **Security Interest**). For the purposes of sections 71 and 72 of the PPSA, this Security Interest secures future advances.
- 7.3 The Agency may:
- (a) register a financing statement on the New Zealand Personal Property Securities Register in order to reflect the Security Interest in all present and after acquired personal property and the Sponsor waives its right to receive a copy of any verification statement in relation to the same;
 - (b) register a caveat over any real property acquired by the Sponsor using Funding (in full or in part) in order to claim its interest as a mortgagee under the agreement to mortgage granted by the Sponsor below; and/or
 - (c) require the Sponsor to grant a registered mortgage over any real property acquired by the Sponsor using Funding (in full or in part) and the Sponsor agrees to do all things required in order to register the Agency's interest as a mortgagee over any such property.
- 7.4 The Agency and the Sponsor agree that, to the maximum extent permitted by law:
- (a) they each contract out of sections 114(1)(a), 133 and 134 of the PPSA, and in doing so the Sponsor waives its rights under, or by reference to any of these sections;

- (b) the Sponsor has no rights under, or by reference to, sections 114(1)(a), 133 and 134 of the PPSA and waives its rights to sections 116, 120(2), 121, 125, 129, 131 and 148 of the PPSA; and
- (c) where the Agency has rights in addition to Part 9 of the PPSA, those rights shall continue to apply.

7.5 The Sponsor undertakes to:

- (a) at its own cost, promptly do all things, sign any further documents and/or provide any information which the Agency may reasonably require to enable the Agency to perfect and maintain the perfection of any Security Interest (including by registration of a financing statement); and
- (b) give the Agency not less than 14 days' prior written notice of any proposed change in the Sponsor's name and/or any other change in the Sponsor's details (including changes in the Sponsor's address, trading name or business practice).

8. Donations Scheme

- 8.1 If the Charter School meets the EQI eligibility criteria for the Ministry's donations scheme, the Sponsor may elect for the Charter School to opt-in to that donations scheme.
- 8.2 If the Sponsor elects for the Charter School to opt-in to the Ministry's donations scheme, the Sponsor cannot seek or receive any solicited voluntary payments from parents and caregivers for any curriculum related activities, except for overnight school camps.
- 8.3 Whether or not the Sponsor elects for the Charter School to opt-in to the Ministry's donations scheme does not affect a Sponsor's ability to fundraise through the sale of goods and services (for example running a school fair or selling raffle tickets) and does not prevent charging for sports trips or activities that are outside the curriculum, for example school sports teams.

Appendix 1 Template Establishment Completion Declaration

Establishment Completion Declaration

Sponsor name	Christchurch Education Ltd	Charter School name	Christchurch North College
Date of Declaration	29 November 2024	Charter School Commencement Date	10 February 2025
Charter School Agreement Date	2 December 2024	Issued to	Charter School Agency

We refer to the Charter School | Kura Hourua Agreement (**Agreement**) dated as set out above between the Charter School Agency and the Sponsor.

This is the Establishment Completion Declaration that the Sponsor is required to provide to the Agency before the Establishment Completion Declaration deadline specified in the Specific Terms (or otherwise approved by the Agency). In this Declaration, capitalised terms used in this Declaration have the meaning given to them in the Agreement and a reference to the Specific Terms is to the Specific Terms in Section 1 of the Agreement.

Topic	Requirement
Premises and Facilities	Sponsor is lawfully occupying the premises at the property identified in the Specific Terms. Those premises and all associated equipment are suitable to be used for the Charter School in accordance with the Agreement. All consents, approvals and authorisations required in relation to the use of the premises and the activities that will be carried out by the Sponsor from the premises have either been obtained or will be obtained no later than they are required for the relevant use or activity to be carried out lawfully. The Sponsor has met, and will continue to meet, all conditions of all consents, approvals and authorisations granted.
School leadership and key teaching staffing	The person responsible for teaching and learning at the Charter School identified in the Specific Terms has been appointed and is continuing in that role. All the key teaching staff required for the Charter School to open on the Commencement Date have been appointed, and have the necessary qualifications and skills to teach, including the Certificated Teachers and LATs referred to in the Specific Terms.
Operational Documents	Initial policies relating to the following has been completed and published (and, if applicable has been approved by ERO): • safe physical and emotional environment • child protection policy; • Curriculum Policy Document and Curriculum Handbook; and • parent, family, whānau, iwi and community engagement.

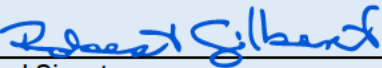
Student enrolments	The enrolment activity (including, if applicable, as contemplated by the Establishment Plan) for the Charter School to achieve the Establishment Roll specified in the Specific Terms is underway and progressing consistently with that objective. In particular, enrolment policies have been completed and published, enrolment packs have been issued and registrations of interest have been completed and returned to the Sponsor. As at the date of this Declaration, <i>[insert]</i> Students have been enrolled.
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Declaration

This declaration is executed by a Governing Member or other authorised representative of the Sponsor.

On behalf of the Sponsor, I declare that all information in this Declaration is accurate, up to date and not misleading and the Charter School is ready to open on the Commencement Date.

SIGNED by Christchurch Education Limited



Authorised Signatory

Robert Gilbert - Board Convener

Print Name and Position

29 November 2024

Date



**Charter School
Agency**

Performance Plan
relating to
**Christchurch North College
Charter School | Kura Hourua**

Dated: 29 November 2024

IN CONFIDENCE

Sponsor and Charter School Details

1. Name of Sponsor	Christchurch Education Limited
2. Name of Charter School	Christchurch North College
3. Date of Charter School Agreement	29 November 2024

4. Charter School Commencement Date	10 February 2025
5. Performance Plan last updated	November 2024

Background

- A. The Sponsor and the Charter School Agency (**Agency**) are parties to the Charter School Agreement referred to above.
- B. This Performance Plan forms part of, and is incorporated in, the Charter School Agreement.
- C. In this Performance Plan, capitalised terms not otherwise defined have the meaning given to them in the Agreement or the ETA.
- D. The Sponsor acknowledges that, as part of its Proposal and engagement with the Agency, the Sponsor has also provided the Agency with details of the steps and processes the Sponsor will adopt and implement to ensure that it complies with this Performance Plan.

Agreement

This Performance Plan applies to the Charter School and forms part of, and is incorporated in, the Charter School Agreement.

SIGNED by Charter School Agency,
acting for and on behalf of the Crown:

Authorised Signatory

Jane Lee, Chief Executive Officer

Print Name and Position

2 December 2024

Date

SIGNED by Christchurch Education Limited:

Authorised Signatory

Robert Gilbert, Board Convener

Print Name and Position

2 December 2024

Date

PART A: PERFORMANCE PLAN

This Performance Plan covers the following Performance Outcome Areas:

Performance Outcome Areas



A. Student Outcomes

- Attendance
- Achievement



B. Financial Performance



C. Standard Minimum Compliance

- Regulatory compliance

Performance Outcome Area <i>Each area that is a focus of performance management</i>	Performance Target and Minimum Performance Thresholds for Charter School	Performance Outcome Measures and Reporting <i>Specific Measures used to determine whether the Performance Targets and Minimum Performance Thresholds have been achieved (e.g., tools and data).</i>
A: STUDENT OUTCOMES		
1. Student Attendance 	Template Guidance Note: The standardised performance target is 80% of students regularly attending. Each Charter School is expected to show progression over time and work towards this target. The minimum performance thresholds are: • 60% for schools with fewer barriers (EQI Bands 1-2)	Daily attendance of Students in line with attendance regulations for State Schools. Progress within all attendance categories (regular attendance, irregular absence, moderate absence and chronic absence) will be considered when assessing a Charter School's performance. For more detail regarding these categories, please refer to the Handbook.

	• 50% for schools with moderate barriers (EQI Bands 3-5) • 35% for schools with more barriers (EQI Bands 6-7). Template Guidance Note: Charter Schools will be required to adopt an attendance management plan based on STAR (the Stepped Attendance Response system) within six months of the Commencement Date					
2. Student Achievement 	Template Guidance Note: Years 3-10 The standardised performance target for primary achievement (years 3-10) is 80% of all students at or above the expected curriculum level for their age in reading, writing and maths. Each Charter School offering years 3-10 is expected to show progression over time and work towards this target. The minimum performance thresholds are: • 70% for reading and 35% for writing and maths for schools with fewer barriers (EQI Bands 1-2) • 50% for reading and 35% for writing and maths for schools with moderate barriers (EQI Bands 3-5) • 30% for reading and 25% for writing and maths for schools with more barriers (EQI Bands 6-7)	Student achievement at the same level of detail as State Schools, including reporting by gender, year level and ethnicity, as follows: <table><tr><th>Years 3 to 10</th><th>Years 11 and above</th></tr><tr><td> • Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau </td><td>Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment </td></tr></table> Sponsor must report on years 3 to 10 twice a year (in both the End of Year Report and the Self-Audit Report) and only once a year for years 11 and above (in the Self-Audit Report).	Years 3 to 10	Years 11 and above	• Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau	Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment
Years 3 to 10	Years 11 and above					
• Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau	Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment					

		Initial assessment measures: - e-asTTle reading or pānui; writing or tuhituhi; and mathematics or pāngarau - New Zealand Council for Education Research's (NZCER) Progressive Achievement Tests for reading comprehension and reading vocabulary; punctuation and grammar; and mathematics (English-medium only) - Te Waharoa Ararau for monitoring and reporting on student progress and achievement in pānui, tuhituhi and pāngarau	NCEA achievement reporting must be included as part of the Sponsor's Self Audit Report. If the Sponsor is offering International Baccalaureate or Cambridge exams, the Sponsor must provide data through the International Assessments Collection Process to the Ministry.
		Sponsor will provide the Agency with access to school level data for e-asTTle and Te Waharoa Ararau.	
		If the Sponsor uses the NZCER Progressive Achievement Tests, the Agency and the Sponsor will agree how this data will be provided.	
		Progress in all areas will be considered when assessing a Charter School's performance.	

B. FINANCIAL PERFORMANCE		
3. Financial performance 	Template Guidance Note: The standardised performance targets are: Operating surplus 2-5% Working capital ratio 2:1 Debt/equity ratio 0.5:1 Operating cash: Positive cashflow forecast = actual Enrolment variance: Contextual measure, assessed in reports as either: Growing, Stable, or Decreasing	Sponsor must report on the following Key Financial Performance Measures in each Annual Financial Statement and Mid-Year Financial Statement: operating surplus, working capital ratio, debt/equity ratio, operating cash, and enrolment variance. Refer to further detail in the Guidance Note on Financial Performance Reporting below in Part B(4).
C. STANDARD MINIMUM COMPLIANCE (SMC)		
4. Regulatory compliance 	Charter School's compliance with regulatory requirements in the following areas: • Employment of certificated teachers and LATs • Student enrolment requirements • School day, hours and term date requirements • Property • Reporting requirements • Insurance • Transport provision requirements (if applicable)	

Guidance Note:



Charter Schools must comply with (and will be measured against) the Performance Targets set out in this Performance Plan for Student Outcomes (attendance and achievement) and Financial Performance. These Performance Targets are standardised across all Charter Schools. In the case of Student Outcomes, Charter Schools are required to work towards (and will be measured against) minimum performance thresholds (based on EQI). Performance Targets do not apply to SMC as non-compliance carries immediate risk to Students and/or operation of the Charter School.



Agency may take into account any relevant information available to the Agency and make relevant enquiries, for the purposes of setting, monitoring, assessing and updating the Performance Plan.



Agency may issue guidance to the Sponsor from time to time to supplement the Performance Plan. Additional information may be included in the Charter School Handbook.



**Charter School
Agency**

Charter School Agreement
relating to
The BUSY School NZ
Charter School | Kura Hourua

Dated: 29 November 2024



Guidance Note: To assist with your review of this Charter School Agreement refer to the 'Guide to this Agreement' (Section 2.1) and Guidance Notes throughout.

IN CONFIDENCE

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between (1) **Charter School Agency, acting in the name and on behalf of the Crown (Agency)**

and (2) **The BUSY School NZ Limited (Sponsor)**

Introduction

- A. The Charter School model has been established under the Education and Training Amendment Act 2024 (**ETA**). This Agreement is a Charter School Contract for the purpose of the ETA.
- B. The Charter School Authorisation Board was established under the ETA. The Authorisation Board approves new Charter Schools | Kura Hourua (**Charter Schools**) and applies interventions against Sponsors that are not complying with the applicable Charter School Contract or Applicable Law.
- C. The Agency is a departmental agency hosted by the Ministry of Education. A key function of the Agency is implementing and operating the new Charter School model, including negotiating and managing Charter School Contracts, delivering funding and supporting the Authorisation Board. The Agency is authorised under the ETA to enter into this Agreement with the Sponsor.
- D. The Sponsor is the governing body of the Charter School. The Sponsor has been approved by the Authorisation Board to be a Sponsor and operate the Charter School as a Charter School.
- E. The Charter School is a new School.
- F. This Charter School Agreement records the terms and conditions on which the Sponsor will establish, operate and manage the Charter School.
- G. Following execution of this Agreement, the Minister will, by notification in the *Gazette*, notify the establishment of the Charter School as a Charter School.

Agreement

Each party agrees to the terms and conditions set out or referred to in this Agreement, including the Specific Terms, General Terms, Schedules, Performance Plan and Handbook.

Executed as an agreement.

SIGNED by Charter School Agency,
acting for and on behalf of the Crown

Authorised Signatory

Jane Lee, Chief Executive Officer

Print Name and Position

29 November 2024

Date

SIGNED by The BUSY School NZ Limited

Authorised Signatory

Paul Miles - Managing Director

Print Name and Position

29/11/24

Date

SECTION 1: SPECIFIC TERMS

Guidance Note:



This section sets out the Specific Terms that are applicable to the Charter School.



These Specific Terms may be updated over the Term of this Agreement, to reflect changes to the Charter School. The process for updates is set out in clause 9. Depending on the Specific Term, this may require notice from one party to the other party and/or approval of the Agency.

Part A: Details applicable to all Schools	
1. Charter School and Sponsor details	Charter School Name: The BUSY School NZ Charter School Address: 75 Karangahape Road, Auckland 1010 Charter School Number: Agency will confirm post Agreement signed. Sponsor NZBN (or other applicable number for Sponsor legal entity): 9429052235191
2. Description of Charter School	Primary ☐ Secondary ☒ Composite ☐ Single-Sex (Female) ☐ Single-Sex (Male) ☐ Co-educational ☒ Year levels: 11 - 13 Details of year levels to be phased in over a specified period (if applicable):
3. School Year, Term Dates and School Hours	☒ January – December ☐ Other (specify) _____ Term Dates (specify) Term 1, 2025: 07/02/2025 – 11/04/2025 Term 2, 2025: 28/04/2025 – 27/06/2025 Term 3, 2025: 14/07/2025 – 19/09/2025 Term 4, 2025: 06/10/2025 – 19/12/2025 School Hours (specify) 25 hours per week
4. Establishment Roll	9(2)(b)(ii) 
5. Physical Capacity of School Premises	175

6. Requirements for teaching positions	Certificated Teachers and LATs	
	Minimum percentage or number of Certificated Teachers	75%
	Maximum percentage or number of LATs	25%
7. Curriculum and Mode of delivery <i>Clause 4.4</i>	Curriculum (specify) New Zealand Curriculum Mode of delivery (tick one or both, as applicable): ☒ In-person ☐ Distance learning If the Charter School delivers any of the curriculum by distance learning, provide further detail (including type and scope of distance learning). Also refer to Specific Terms relating to distance learning in Part B below and further guidance in the Handbook. Specify: _____	
8. Qualifications	☒ National Certificate of Educational Achievement (NCEA) ☐ Cambridge International Examinations ☐ International Baccalaureate (IB) ☐ Other (specify) _____	
Part B: Key details and policies		
9. Key Persons – Sponsor <i>Clause 11.3</i>	Role	Name
	Chief Executive	Bill Weigall
	Person Responsible for Teaching and Learning	9(2)(a)
	Relationship Manager	Bill Weigall
	Contract Manager	Bill Weigall
	Other Key Persons	9(2)(a)
10. Relationship Manager – Agency	Role	Name
	Relationship Manager	9(2)(a)

11. Details for Notices		Charter School	Agency
	Contact Name	Bill Weigall	9(2)(a)
	Position	Chief Executive	Contract Implementation and Performance Manager
	Email	9(2)(a)	9(2)(a)@charterschools.govt.nz
12. Insurance <i>Clause 13.5</i>	✓ Sponsor has confirmed that it will participate in the Ministry's risk management scheme (and has obtained the Ministry's consent to do so), in accordance with clause 13.5.		
13. Charter School Policies	Sponsor confirms that the Charter School has adopted, and agrees that it will ensure that the Charter School will maintain and comply with, the following policies: ✓ Complaints Policy that incorporates a procedure for the independent review of complaints ✓ Internal Disputes Management Policy ✓ Engagement with Charter School Community Policy		
Part C: Key dates			
14. Establishment Completion Declaration deadline <i>Clause 3.2</i>	Specify: 5 February 2025		
15. Agreement Date	Specify: 29 November 2024		
16. Commencement Date	Specify: 7 February 2025		
17. Frequency of Student reports	A Responsible Person must be informed of the progress of their children, and any barriers to progress, at no less than the following intervals: Specify: Each term, four times a year		
Part D: Details applicable to some Schools			
18. Is the Charter School a Converting School? <i>Schedule 3</i>	Yes ☐ No ☒ Conversion Date: _____ Other Details: _____		

19. Does the Converting School have any Inter-School Arrangements? <i>Schedule 3</i>	If the Charter School is a Converting School, did the board have an arrangement with any other school board regarding the sharing of education services, employees or students? Yes ☐ No ☒ Relevant Schools (specify): _____
20. School lease	☐ If the Charter School is a Converting School, and is occupying property which the Crown owns or has leased (as lessee), the Sponsor confirms that it has entered into, or will (prior to the Commencement Date) enter into, a lease with the Crown in respect of the Charter School or a deed of assignment in respect of the Crown's interest in the lease, as applicable. ☒ If the Charter School is not a Converting School and the Sponsor has entered into, or will (prior to the Commencement Date) enter into, a lease, licence or other occupation arrangement with a private landowner in respect of the Charter School, the Sponsor confirms that that document contains a permitted transfer clause in the form set out in the Handbook. Please refer to the Handbook for further detail on the purpose of the permitted transfer clause.
21. Is the Charter School intended to be operated for profit? <i>Clause 4.2(d)</i>	Yes ☐ No ☒
22. Do Approval Conditions apply?	Yes ☒ No ☐ Specify Approval Conditions: Establishment Plan completion Sponsor must satisfy and comply with any Approval Conditions set out in this section (as updated by the Authorisation Board from time to time in accordance with the ETA).
23. International students	Sponsor must ensure that the enrolment of international students at the Charter School does not exceed the following upper limit on the number of international students that may be enrolled (if applicable): Specify (or insert Not Applicable): Not Applicable
24. Character of Charter School <i>Clause 4.3</i>	Does the Charter School have a special or designated character including any religious, philosophical, or other distinguishing characteristics? Yes ☐ No ☒ Specify: It is agreed that in the next six months, the sponsor may request an amendment to become a Charter School with a distinguishing characteristic. A request will be made to the Authorisation Board for this to be considered at its sole discretion. Is religious instruction and observance permitted? Yes ☐ No ☒
25. Can Sponsor require a Responsible Person to pay a property maintenance fee?	Yes ☐ No ☒ The following rate and conditions apply: _____

Clause 4.5(b)													
26. Who is responsible for providing transport assistance to eligible Students (if applicable)?	Sponsor ☐ Ministry ☒												
27. Will Sponsor operate Hostel accommodation?	Yes ☐ No ☒												
28. Will the Charter School offer distance learning? Clause 4.4	Yes ☐ No ☒ If yes, will distance learning be the main mode of curriculum delivery? Yes ☐ No ☐												
29. Distance Learning Practices Clause 4.4	<table border="1"> <thead> <tr> <th colspan="2">Distance Learning Practices</th> </tr> </thead> <tbody> <tr> <td colspan="2">If the Charter School offers distance learning, Sponsor confirms that it has provided details of the following Distance Learning Practices to the Agency (to the satisfaction of the Agency):</td> </tr> <tr> <td>How Charter School will measure and ensure student engagement and attendance</td> <td>☐</td> </tr> <tr> <td>How Charter School will manage pastoral care including the online safety of students</td> <td>☐</td> </tr> <tr> <td>How Charter School will address adequate supervision arrangements for students aged under 16 years</td> <td>☐</td> </tr> <tr> <td colspan="2">Further detail is set out in (specify): _____</td> </tr> </tbody> </table>	Distance Learning Practices		If the Charter School offers distance learning, Sponsor confirms that it has provided details of the following Distance Learning Practices to the Agency (to the satisfaction of the Agency):		How Charter School will measure and ensure student engagement and attendance	☐	How Charter School will manage pastoral care including the online safety of students	☐	How Charter School will address adequate supervision arrangements for students aged under 16 years	☐	Further detail is set out in (specify): _____	
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How Charter School will manage pastoral care including the online safety of students	☐												
How Charter School will address adequate supervision arrangements for students aged under 16 years	☐												
Further detail is set out in (specify): _____													
Part E: Special Terms													
30. Over Funding	Notwithstanding clause 5.2 of Schedule 2, the Agency must reasonably consult with the Sponsor in each case of over-funding to reach an agreement repayment will be made to the Agency. Following such consultation, the ultimate decision on how the over-funding is repaid and over what period is at the Agency's sole discretion.												
31. Funding	For the avoidance of doubt, the Agency acknowledges and agrees that the Sponsor's mode of delivery of the curriculum specified in the Specific Terms includes delivery by way of on-site and off-site periods. For the avoidance of doubt, all enrolled students will be deemed to be full time equivalent students provided they attend on-site, and off-site days as required and will receive the full funding amounts as per Schedule 2 in this Agreement.												
32. Cap on Liability	To the maximum extent permitted by law the Sponsor's maximum liability to the Agency and each Relevant Person under or in connection with this Agreement (whether in contract, tort or otherwise), as an aggregate in												

	respect of all events and breaches of this Agreement, is limited to an amount equal to the Funds paid by the Agency under this Agreement.
33. Termination	Before the Agency or Authorisation Board (as the case may be) terminates the Agreement for any reason, except for a Performance Intervention or Termination Intervention, it must provide the Sponsor with at least one-year prior written notice of termination and with a termination date at the end of an academic year (end of December).
34. Intellectual Property	This clause revokes and replaces clause 12.5 in Section 2. a. As between the parties, each party owns all pre-existing Intellectual Property Rights and all Intellectual Property Rights developed independently of this Agreement (Pre-existing Intellectual Property Rights). b. Subject to subclause (a) above, as between the parties, the Sponsor (or its nominee) owns all Intellectual Property Rights in the materials developed by the Sponsor for the purposes of this Agreement and/or operating or managing the Charter School (Charter School Materials). c. The Sponsor grants to the Agency (and any other Sponsors) a royalty-free, perpetual licence to use the Charter School Materials, for the purposes of operating or managing the Charter School. d. Upon request from the Agency, the Sponsor agrees to licence the Agency (and any third parties requested by the Agency) to use any Pre-existing Intellectual Property Rights that are incorporated in, or relate to, Charter School Materials, to enable the Agency and any other Sponsors to fully utilise Charter School Materials for the purposes of Charter Schools. The terms of any such licence will be negotiated between the parties (acting reasonably). e. Subject to (a) and (b) in this clause, the Agency owns all Intellectual Property Rights in: i. reports, data and other information provided to the Agency or a Relevant Person by or on behalf of the Sponsor pursuant to this Agreement; and ii. reports, data, materials and other information provided to the Sponsor (including its Personnel) by or on behalf of the Agency pursuant to this Agreement, including the Handbook.

Schedule 2 Funding

1. Introduction

The Agency will pay the Sponsor the amounts specified in this Schedule 2 at the times set out or referred to in this Schedule 2.

2. Funding

2.1 The total funding to be paid to the Sponsor is:

9(2)(j), 9(2)(b)(ii)

which have been calculated on the basis of the categories and metrics set out below (together, in aggregate over the Term, all amounts paid under this Schedule constitute the **Funding**).

Category	Amount and frequency
1. Establishment / transition funding	9(2)(j), 9(2)(b)(ii)
2. Entitlement funding	
3. Property-based funding: Crown-owned or Crown-leased property	
4. Donations Scheme	

All amounts above include GST (if any).

2.2 The Funding will be paid to the bank account of the Sponsor as advised in writing by the Sponsor to the Agency from time to time.

3. Purpose

3.1 The Funding may be applied by the Sponsor at its discretion in order to meet its performance outcomes.

4. Metrics

- 4.1 The Funding set out above is calculated to achieve broad equivalence with that provided to State schools, and based on the number of enrolled domestic students and the following key metrics (and any other information provided to the Agency by the Sponsor for the purposes of calculating Funding):

Metric	Details
Total number of enrolled domestic Students	Refer to Establishment Roll set out in Specific Term #4.
EQI	392
School type	Secondary
Property type	Third Party Leased
Māori medium school	N/A
Pacific medium school	N/A
Isolation Index	0.09
Vandalism Index	Medium Risk

5. Payment adjustments and annual review of Funding allocation

- 5.1 The Agency may adjust the amount of the Instalment from time to time in order to reflect any over-funding or under-funding made in relation to a period (as a result of any Roll adjustments or otherwise).
- 5.2 In the case of over-funding, the Agency may at its discretion elect to either reduce the amount of the next Instalment to be paid to the Sponsor by an amount equal to the over-funding, or otherwise to request that the Sponsor return any amounts which have been overfunded at the request of the Agency.
- 5.3 Any return of Funding by the Sponsor to the Agency will be paid to the bank account nominated by the Agency within 5 business days of written request or otherwise in accordance with any payment plan agreed between the Agency and the Sponsor in relation to the return of such funds.
- 5.4 The Funding provided under this Schedule will be subject to an annual review and may be adjusted as a result of that annual review.
- 5.5 The annual review process will be broadly consistent with the process of adjusting State school rates and will remain subject to Budget decisions from time to time.
- 5.6 The Agency will advise the Sponsor in writing of changes to the Funding as a result of such review and any such written notice will supersede the Funding allocation set out in clause 2 above from the date specified in the notice.

6. Termination or expiry of the Agreement

- 6.1 The Agency will make no further payments under this Schedule 2 on and from the expiry or effective date of termination of the Agreement.
- 6.2 Upon expiry or termination of this Agreement (for any reason whatsoever), the Sponsor must return to the Agency (or any third party nominated by the Agency):

- (a) any Funding which has been paid to it to the extent that it:
 - (i) relates to the operation of the Charter School after the expiry date or the effective date of termination (as applicable); and/or
 - (ii) has not been spent by the Sponsor as at the expiry date or effective date of termination,

and any such sum (as reasonably determined by the Agency) will be payable by the Sponsor as a debt due to the Agency; and
- (b) if and to the extent requested by the Agency:
 - (i) all assets acquired or developed by the Sponsor during the term of the Agreement using the Funding; and
 - (ii) in respect of any period where a Sponsor has acquired or developed assets using both the Funding and funding from other sources, such assets of the Sponsor as directed by the Agency (at the Agency's absolute discretion) which are equivalent in value to the Funding during the relevant period (provided that the Agency's rights under this clause are subject to the rights of any prior-ranking secured third party).

7. Security

- 7.1 Words and phrases used in this clause 7 have the meanings given to them in, or by virtue of, the Personal Property Securities Act 1999 (**PPSA**).
- 7.2 As security for the obligations of the Sponsor under this Schedule and the Agreement, the Sponsor grants to the Agency a security interest in all the Sponsor's right, title and interest (present and future, legal and equitable) in, to, under or derived from:
 - (a) all amounts of Funding held by the Sponsor; and
 - (b) any property of the Sponsor which is required to be returned to the Agency in accordance with this Schedule or the Agreement,

(the **Security Interest**). For the purposes of sections 71 and 72 of the PPSA, this Security Interest secures future advances.
- 7.3 The Agency may:
 - (a) register a financing statement on the New Zealand Personal Property Securities Register in order to reflect the Security Interest in all present and after acquired personal property and the Sponsor waives its right to receive a copy of any verification statement in relation to the same;
 - (b) register a caveat over any real property acquired by the Sponsor using Funding (in full or in part) in order to claim its interest as a mortgagee under the agreement to mortgage granted by the Sponsor below; and/or
 - (c) require the Sponsor to grant a registered mortgage over any real property acquired by the Sponsor using Funding (in full or in part) and the Sponsor agrees to do all things required in order to register the Agency's interest as a mortgagee over any such property.
- 7.4 The Agency and the Sponsor agree that, to the maximum extent permitted by law:
 - (a) they each contract out of sections 114(1)(a), 133 and 134 of the PPSA, and in doing so the Sponsor waives its rights under, or by reference to any of these sections;

- (b) the Sponsor has no rights under, or by reference to, sections 114(1)(a), 133 and 134 of the PPSA and waives its rights to sections 116, 120(2), 121, 125, 129, 131 and 148 of the PPSA; and
- (c) where the Agency has rights in addition to Part 9 of the PPSA, those rights shall continue to apply.

7.5 The Sponsor undertakes to:

- (a) at its own cost, promptly do all things, sign any further documents and/or provide any information which the Agency may reasonably require to enable the Agency to perfect and maintain the perfection of any Security Interest (including by registration of a financing statement); and
- (b) give the Agency not less than 14 days' prior written notice of any proposed change in the Sponsor's name and/or any other change in the Sponsor's details (including changes in the Sponsor's address, trading name or business practice).

8. Donations Scheme

- 8.1 If the Charter School meets the EQI eligibility criteria for the Ministry's donations scheme, the Sponsor may elect for the Charter School to opt-in to that donations scheme.
- 8.2 If the Sponsor elects for the Charter School to opt-in to the Ministry's donations scheme, the Sponsor cannot seek or receive any solicited voluntary payments from parents and caregivers for any curriculum related activities, except for overnight school camps.
- 8.3 Whether or not the Sponsor elects for the Charter School to opt-in to the Ministry's donations scheme does not affect a Sponsor's ability to fundraise through the sale of goods and services (for example running a school fair or selling raffle tickets) and does not prevent charging for sports trips or activities that are outside the curriculum, for example school sports teams.



**Charter School
Agency**

Performance Plan
relating to
The BUSY School NZ
Charter School | Kura Hourua

Dated: 29 November 2024

IN CONFIDENCE

Sponsor and Charter School Details

1. Name of Sponsor	The BUSY School NZ Limited
2. Name of Charter School	The BUSY School NZ
3. Date of Charter School Agreement	29 November 2024

4. Charter School Commencement Date	7 February 2025
5. Performance Plan last updated	November 2024

Background

- A. The Sponsor and the Charter School Agency (**Agency**) are parties to the Charter School Agreement referred to above.
- B. This Performance Plan forms part of, and is incorporated in, the Charter School Agreement.
- C. In this Performance Plan, capitalised terms not otherwise defined have the meaning given to them in the Agreement or the ETA.
- D. The Sponsor acknowledges that, as part of its Proposal and engagement with the Agency, the Sponsor has also provided the Agency with details of the steps and processes the Sponsor will adopt and implement to ensure that it complies with this Performance Plan.

Agreement

This Performance Plan applies to the Charter School and forms part of, and is incorporated in, the Charter School Agreement.

SIGNED by Charter School Agency,
acting for and on behalf of the Crown:

Authorised Signatory

Jane Lee, Chief Executive Officer

Print Name and Position

2 December 2024

Date

SIGNED by The BUSY School NZ Limited:

Authorised Signatory

Paul Miles - Managing Director

Print Name and Position

2/12/2024

Date

PART A: PERFORMANCE PLAN

This Performance Plan covers the following Performance Outcome Areas:

Performance Outcome Areas



A. Student Outcomes

- Attendance
- Achievement



B. Financial Performance



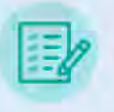
C. Standard Minimum Compliance

- Regulatory compliance

Performance Outcome Area <i>Each area that is a focus of performance management</i>	Performance Target and Minimum Performance Thresholds for Charter School	Performance Outcome Measures and Reporting <i>Specific Measures used to determine whether the Performance Targets and Minimum Performance Thresholds have been achieved (e.g., tools and data).</i>
A: STUDENT OUTCOMES		
1. Student Attendance 	Template Guidance Note: The standardised performance target is 80% of students regularly attending. Each Charter School is expected to show progression over time and work towards this target. The minimum performance thresholds are: • 60% for schools with fewer barriers (EQI Bands 1-2)	Daily attendance of Students in line with attendance regulations for State Schools. Progress within all attendance categories (regular attendance, irregular absence, moderate absence and chronic absence) will be considered when assessing a Charter School's performance. For more detail regarding these categories, please refer to the Handbook.

	• 50% for schools with moderate barriers (EQI Bands 3-5) • 35% for schools with more barriers (EQI Bands 6-7). Template Guidance Note: Charter Schools will be required to adopt an attendance management plan based on STAR (the Stepped Attendance Response system) within six months of the Commencement Date.					
2. Student Achievement 	Template Guidance Note: Years 3-10 The standardised performance target for primary achievement (years 3-10) is 80% of all students at or above the expected curriculum level for their age in reading, writing and maths. Each Charter School offering years 3-10 is expected to show progression over time and work towards this target. The minimum performance thresholds are: • 70% for reading and 35% for writing and maths for schools with fewer barriers (EQI Bands 1-2) • 50% for reading and 35% for writing and maths for schools with moderate barriers (EQI Bands 3-5) • 30% for reading and 25% for writing and maths for schools with more barriers (EQI Bands 6-7)	Student achievement at the same level of detail as State Schools, including reporting by gender, year level and ethnicity, as follows: <table><tr><th>Years 3 to 10</th><th>Years 11 and above</th></tr><tr><td> • Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau </td><td> Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment </td></tr></table> Sponsor must report on years 3 to 10 twice a year (in both the End of Year Report and the Self-Audit Report) and only once a year for years 11 and above (in the Self-Audit Report).	Years 3 to 10	Years 11 and above	• Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau	Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment
Years 3 to 10	Years 11 and above					
• Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau	Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment					

	Template Guidance Note: Years 11-13 The standardised performance target for secondary school achievement (years 11-13) is 95% of school leavers attaining NCEA Level 2 (or equivalent). Each Charter School offering years 11 and above is expected to show progression over time and work towards this target. The minimum performance thresholds are: 95% for schools with fewer barriers (EQI Bands 1-2) 80% for schools with moderate barriers (EQI Bands 3-5) 65% for schools with more barriers (EQI Bands 6-7).	Initial assessment measures: - e-asTTle reading or pānui; writing or tuhituhi; and mathematics or pāngarau - New Zealand Council for Education Research's (NZCER) Progressive Achievement Tests for reading comprehension and reading vocabulary; punctuation and grammar; and mathematics (English-medium only) - Te Waharoa Ararau for monitoring and reporting on student progress and achievement in pānui, tuhituhi and pāngarau	NCEA achievement reporting must be included as part of the Sponsor's Self Audit Report. If the Sponsor is offering International Baccalaureate or Cambridge exams, the Sponsor must provide data through the International Assessments Collection Process to the Ministry.
		Sponsor will provide the Agency with access to school level data for e-asTTle and Te Waharoa Ararau.	
		If the Sponsor uses the NZCER Progressive Achievement Tests, the Agency and the Sponsor will agree how this data will be provided.	
		Progress in all areas will be considered when assessing a Charter School's performance.	

B. FINANCIAL PERFORMANCE		
3. Financial performance 	Template Guidance Note: The standardised performance targets are: Operating surplus 2-5% Working capital ratio 2:1 Debt/equity ratio 0.5:1 Operating cash: Positive cashflow forecast = actual Enrolment variance: Contextual measure, assessed in reports as either: Growing, Stable, or Decreasing	Sponsor must report on the following Key Financial Performance Measures in each Annual Financial Statement and Mid-Year Financial Statement: operating surplus, working capital ratio, debt/equity ratio, operating cash, and enrolment variance. Refer to further detail in the Guidance Note on Financial Performance Reporting below in Part B(4).
C. STANDARD MINIMUM COMPLIANCE (SMC)		
4. Regulatory compliance 	Charter School's compliance with regulatory requirements in the following areas: • Employment of certificated teachers and LATs • Student enrolment requirements • School day, hours and term date requirements • Property • Reporting requirements • Insurance • Transport provision requirements (if applicable)	

Guidance Note:



Charter Schools must comply with (and will be measured against) the Performance Targets set out in this Performance Plan for Student Outcomes (attendance and achievement) and Financial Performance. These Performance Targets are standardised across all Charter Schools. In the case of Student Outcomes, Charter Schools are required to work towards (and will be measured against) minimum performance thresholds (based on EQI). Performance Targets do not apply to SMC as non-compliance carries immediate risk to Students and/or operation of the Charter School.



Agency may take into account any relevant information available to the Agency and make relevant enquiries, for the purposes of setting, monitoring, assessing and updating the Performance Plan.



Agency may issue guidance to the Sponsor from time to time to supplement the Performance Plan. Additional information may be included in the Charter School Handbook.



**Charter School
Agency**

Charter School Agreement
relating to
Ecole Francaise Internationale Auckland
Charter School | Kura Hourua

Dated: 2 December 2024



Guidance Note: To assist with your review of this Charter School Agreement refer to the 'Guide to this Agreement' (Section 2.1) and Guidance Notes throughout.

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This Agreement is made on

2024

between (1) **Charter School Agency, acting in the name and on behalf of the Crown (Agency)**

and (2) **Ecole Francaise Internationale Auckland (Sponsor)**

Introduction

- A. The Charter School model has been established under the Education and Training Amendment Act 2024 (**ETA**). This Agreement is a Charter School Contract for the purpose of the ETA.
- B. The Charter School Authorisation Board was established under the ETA. The Authorisation Board approves new Charter Schools | Kura Hourua (**Charter Schools**) and applies interventions against Sponsors that are not complying with the applicable Charter School Contract or Applicable Law.
- C. The Agency is a departmental agency hosted by the Ministry of Education. A key function of the Agency is implementing and operating the new Charter School model, including negotiating and managing Charter School Contracts, delivering funding and supporting the Authorisation Board. The Agency is authorised under the ETA to enter into this Agreement with the Sponsor.
- D. The Sponsor is the governing body of the Charter School. The Sponsor has been approved by the Authorisation Board to be a Sponsor and operate the Charter School as a Charter School.
- E. The Charter School is a new School.
- F. This Charter School Agreement records the terms and conditions on which the Sponsor will establish, operate and manage the Charter School.
- G. Following execution of this Agreement, the Minister will, by notification in the Gazette, notify the establishment of the Charter School as a Charter School.

Agreement

Each party agrees to the terms and conditions set out or referred to in this Agreement, including the Specific Terms, General Terms, Schedules, Performance Plan and Handbook.

Executed as an agreement.

SIGNED by Charter School Agency,
acting for and on behalf of the Crown

SIGNED by Ecole Francaise Internationale
Auckland

Authorised Signatory

Authorised Signatory

Jane Lee, Chief Executive Officer

Print Name and Position

Print Name and Position

2 December 2024

Date

Date

SECTION 1: SPECIFIC TERMS

Guidance Note:



This section sets out the Specific Terms that are applicable to the Charter School.



These Specific Terms may be updated over the Term of this Agreement, to reflect changes to the Charter School. The process for updates is set out in clause 9. Depending on the Specific Term, this may require notice from one party to the other party and/or approval of the Agency.

Part A: Details applicable to all Schools	
1. Charter School and Sponsor details	Charter School Name: Ecole Francaise Internationale Auckland Charter School Address: 127 & 131 Remuera Road, Remuera, Auckland 1050 Charter School Number: _____ Sponsor NZBN (or other applicable number for Sponsor legal entity): CC62560
2. Description of Charter School	Primary ☒ Secondary ☐ Composite ☐ Single-Sex (Female) ☐ Single-Sex (Male) ☐ Co-educational ☒ Year levels: 1-3 Details of year levels to be phased in over a specified period (if applicable): 2025: Years 1-3 2026-2028: Phase in one year level each year (4-6) offering by 2028 years 1-6 2029: Open a college for years 7-13
3. School Year, Term Dates and School Hours	☒ January – December ☐ Other (specify) _____ Term Dates (specify) Term 1: 03/02/2025 – 11/04/2025 Term 2: 28/04/2025 – 27/06/2025 Term 3: 14/07/2025 – 19/09/2025 Term 4: 06/10/2025 – 19/12/2025 School Hours (specify) Between 08:00am and 16:00pm

4. Establishment Roll	9(2)(b)(ii)												
5. Physical Capacity of School Premises	90												
6. Requirements for teaching positions	<table border="1"> <tr> <th colspan="2">Certificated Teachers and LATs</th></tr> <tr> <td>Minimum percentage or number of Certificated Teachers</td><td>75%</td></tr> <tr> <td>Maximum percentage or number of LATs</td><td>25%</td></tr> </table>	Certificated Teachers and LATs		Minimum percentage or number of Certificated Teachers	75%	Maximum percentage or number of LATs	25%						
Certificated Teachers and LATs													
Minimum percentage or number of Certificated Teachers	75%												
Maximum percentage or number of LATs	25%												
7. Curriculum and Mode of delivery Clause 4.4	Curriculum (specify) _French Curriculum Mode of delivery (tick one or both, as applicable): ☒ In-person ☐ Distance learning If the Charter School delivers any of the curriculum by distance learning, provide further detail (including type and scope of distance learning). Also refer to Specific Terms relating to distance learning in Part B below and further guidance in the Handbook. Specify: _____												
8. Qualifications	☐ National Certificate of Educational Achievement (NCEA) ☒ Cambridge International Examinations ☐ International Baccalaureate (IB) ☒ Other (specify) N/A												
Part B: Key details and policies													
9. Key Persons – Sponsor Clause 11.3	<table border="1"> <tr> <th>Role</th><th>Name</th></tr> <tr> <td>Chief Executive</td><td>Emmanuelle Geron</td></tr> <tr> <td>Person Responsible for Teaching and Learning</td><td>Principal TBC</td></tr> <tr> <td>Relationship Manager</td><td>Emmanuelle Geron</td></tr> <tr> <td>Contract Manager</td><td>Emmanuelle Geron</td></tr> <tr> <td>Other Key Persons</td><td>Yves-Louis Dorsemaine</td></tr> </table>	Role	Name	Chief Executive	Emmanuelle Geron	Person Responsible for Teaching and Learning	Principal TBC	Relationship Manager	Emmanuelle Geron	Contract Manager	Emmanuelle Geron	Other Key Persons	Yves-Louis Dorsemaine
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Person Responsible for Teaching and Learning	Principal TBC												
Relationship Manager	Emmanuelle Geron												
Contract Manager	Emmanuelle Geron												
Other Key Persons	Yves-Louis Dorsemaine												

10. Relationship Manager – Agency	<table border="1"> <tr> <th data-bbox="544 199 994 266">Role</th><th data-bbox="994 199 1457 266">Name</th></tr> <tr> <td data-bbox="544 266 994 333">Relationship Manager</td><td data-bbox="994 266 1457 333">9(2)(a)</td></tr> </table>	Role	Name	Relationship Manager	9(2)(a)								
Role	Name												
Relationship Manager	9(2)(a)												
11. Details for Notices	<table border="1"> <tr> <th data-bbox="544 430 837 497"></th><th data-bbox="837 430 1129 497">Charter School</th><th data-bbox="1129 430 1457 497">Agency</th></tr> <tr> <td data-bbox="544 497 837 564">Contact Name</td><td data-bbox="837 497 1129 564">Emmanuelle Geron</td><td data-bbox="1129 497 1457 564">9(2)(a)</td></tr> <tr> <td data-bbox="544 564 837 687">Position</td><td data-bbox="837 564 1129 687">Chief Executive and Contract Manager</td><td data-bbox="1129 564 1457 687">Contract Implementation and Performance Manager</td></tr> <tr> <td data-bbox="544 687 837 777">Email</td><td data-bbox="837 687 1129 777">9(2)(a)</td><td data-bbox="1129 687 1457 777">9(2)(a)@charterschools.govt.nz</td></tr> </table>		Charter School	Agency	Contact Name	Emmanuelle Geron	9(2)(a)	Position	Chief Executive and Contract Manager	Contract Implementation and Performance Manager	Email	9(2)(a)	9(2)(a)@charterschools.govt.nz
	Charter School	Agency											
Contact Name	Emmanuelle Geron	9(2)(a)											
Position	Chief Executive and Contract Manager	Contract Implementation and Performance Manager											
Email	9(2)(a)	9(2)(a)@charterschools.govt.nz											
12. Insurance <i>Clause 13.5</i>	Insurances to be confirmed within 5 business days of the Commencement Date <table border="1"> <tr> <th data-bbox="544 934 1043 1001">Cover</th><th data-bbox="1043 934 1449 1001">Minimum level</th></tr> <tr> <td data-bbox="544 1001 1043 1068">Professional indemnity</td><td data-bbox="1043 1001 1449 1270" rowspan="3">9(2)(b)(ii)</td></tr> <tr> <td data-bbox="544 1068 1043 1214">Professional indemnity for the person responsible for teaching and learning at the Charter School</td></tr> <tr> <td data-bbox="544 1214 1043 1281">Public liability</td></tr> <tr> <td data-bbox="544 1281 1043 1348">Contents</td><td data-bbox="1043 1281 1449 1348">\$Replacement Value</td></tr> <tr> <td data-bbox="544 1348 1043 1415">Vehicle (if applicable)</td><td data-bbox="1043 1348 1449 1415">\$Replacement Value</td></tr> <tr> <td data-bbox="544 1415 1043 1482">Building Insurance</td><td data-bbox="1043 1415 1449 1482">\$Replacement Value</td></tr> </table> ☐ Sponsor has confirmed that it will participate in the Ministry's risk management scheme (and has obtained the Ministry's consent to do so), in accordance with clause 13.5.	Cover	Minimum level	Professional indemnity	9(2)(b)(ii)	Professional indemnity for the person responsible for teaching and learning at the Charter School	Public liability	Contents	\$Replacement Value	Vehicle (if applicable)	\$Replacement Value	Building Insurance	\$Replacement Value
Cover	Minimum level												
Professional indemnity	9(2)(b)(ii)												
Professional indemnity for the person responsible for teaching and learning at the Charter School													
Public liability													
Contents	\$Replacement Value												
Vehicle (if applicable)	\$Replacement Value												
Building Insurance	\$Replacement Value												
13. Charter School Policies	Sponsor confirms that the Charter School has adopted, and agrees that it will ensure that the Charter School will maintain and comply with, the following policies: ✓ Complaints Policy that incorporates a procedure for the independent review of complaints ✓ Internal Disputes Management Policy ✓ Engagement with Charter School Community Policy												
Part C: Key dates													
14. Establishment Completion	Specify: 30 January 2025												

Declaration deadline <i>Clause 3.2</i>	
15. Agreement Date	Specify: 02 December 2024
16. Commencement Date	Specify: 3 February 2025
17. Frequency of Student reports	A Responsible Person must be informed of the progress of their children, and any barriers to progress, at no less than the following intervals: Specify: Twice per year
Part D: Details applicable to some Schools	
18. Is the Charter School a Converting School? <i>Schedule 3</i>	Yes ☐ No ☒ Conversion Date: _____ Other Details: _____
19. Does the Converting School have any Inter-School Arrangements? <i>Schedule 3</i>	If the Charter School is a Converting School, did the board have an arrangement with any other school board regarding the sharing of education services, employees or students? Yes ☐ No ☒ Relevant Schools (specify): _____
20. School lease	☐ If the Charter School is a Converting School, and is occupying property which the Crown owns or has leased (as lessee), the Sponsor confirms that it has entered into, or will (prior to the Commencement Date) enter into, a lease with the Crown in respect of the Charter School or a deed of assignment in respect of the Crown's interest in the lease, as applicable. ☒ If the Charter School is not a Converting School and the Sponsor has entered into, or will (prior to the Commencement Date) enter into, a lease, licence or other occupation arrangement with a private landowner in respect of the Charter School, the Sponsor confirms that that document contains a permitted transfer clause in the form set out in the Handbook. Please refer to the Handbook for further detail on the purpose of the permitted transfer clause.
21. Is the Charter School intended to be operated for profit? <i>Clause 4.2(d)</i>	Yes ☐ No ☒
22. Do Approval Conditions apply?	Yes ☒ No ☐ Specify Approval Conditions: Establishment Plan completion Sponsor must satisfy and comply with any Approval Conditions set out in this section (as updated by the Authorisation Board from time to time in accordance with the ETA).

23. International students	Sponsor must ensure that the enrolment of international students at the Charter School does not exceed the following upper limit on the number of international students that may be enrolled (if applicable): Specify (or insert Not Applicable): N/A
24. Character of Charter School <i>Clause 4.3</i>	Does the Charter School have a special or designated character including any religious, philosophical, or other distinguishing characteristics? Yes ☐ No ☒ Specify: It is agreed that in the next six months, the sponsor may request an amendment to become a Charter School with a distinguishing characteristic. A request will be made to the Authorisation Board for this to be considered at its sole discretion. Is religious instruction and observance permitted? Yes ☐ No ☐
25. Can Sponsor require a Responsible Person to pay a property maintenance fee? <i>Clause 4.5(b)</i>	Yes ☐ No ☒ The following rate and conditions apply: _____
26. Who is responsible for providing transport assistance to eligible Students (if applicable)?	Sponsor ☒ Ministry ☐
27. Will Sponsor operate Hostel accommodation?	Yes ☐ No ☒
28. Will the Charter School offer distance learning? <i>Clause 4.4</i>	Yes ☐ No ☒ If yes, will distance learning be the main mode of curriculum delivery? Yes ☐ No ☐

29. Distance Learning Practices <i>Clause 4.4</i>	<table border="1"> <thead> <tr> <th colspan="2">Distance Learning Practices</th> </tr> </thead> <tbody> <tr> <td colspan="2">If the Charter School offers distance learning, Sponsor confirms that it has provided details of the following Distance Learning Practices to the Agency (to the satisfaction of the Agency):</td> </tr> <tr> <td>How Charter School will measure and ensure student engagement and attendance</td> <td>☐</td> </tr> <tr> <td>How Charter School will manage pastoral care including the online safety of students</td> <td>☐</td> </tr> <tr> <td>How Charter School will address adequate supervision arrangements for students aged under 16 years</td> <td>☐</td> </tr> <tr> <td colspan="2">Further detail is set out in (specify): _____</td> </tr> </tbody> </table>	Distance Learning Practices		If the Charter School offers distance learning, Sponsor confirms that it has provided details of the following Distance Learning Practices to the Agency (to the satisfaction of the Agency):		How Charter School will measure and ensure student engagement and attendance	☐	How Charter School will manage pastoral care including the online safety of students	☐	How Charter School will address adequate supervision arrangements for students aged under 16 years	☐	Further detail is set out in (specify): _____	
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How Charter School will manage pastoral care including the online safety of students	☐												
How Charter School will address adequate supervision arrangements for students aged under 16 years	☐												
Further detail is set out in (specify): _____													
Part E: Special Terms													
30. Right to Report	The Agency acknowledges and accepts that the Sponsor will be delivering the French curriculum and will be registered with the French Ministry of Education and the Agency further agrees and consents that the Sponsor, notwithstanding clause 5 in Section 2, will be entitled to participate and partake in any reporting, research, review, or evaluation to comply with the requirements of the French Ministry of Education. The Sponsor must comply with all applicable laws, in particular all privacy laws and ensuring that the data remains anonymous.												
31. Cap on Liability	To the maximum extent permitted by law the Sponsor's maximum liability to the Agency and each Relevant Person under or in connection with this Agreement (whether in contract, tort or otherwise), as an aggregate in respect of all events and breaches of this Agreement, will be an amount equal to the lesser of the Funds paid by the Agency under this Agreement.												
32. Assignment	The Agency agrees that it will not unreasonably withhold or refuse the Sponsor's request to assign or transfer any of the Sponsor's rights or obligations under this Agreement and provided that the proposed assignee or transferee provides reasonable evidence that it can meet the obligations of the Sponsor under this Agreement and the Education and Training Act 2020.												

Schedule 2 Funding

1. Introduction

The Agency will pay the Sponsor the amounts specified in this Schedule 2 at the times set out or referred to in this Schedule 2.

2. Funding

2.1 The total funding to be paid to the Sponsor is:

9(2)(j), 9(2)(b)(ii)

which have been calculated on the basis of the categories and metrics set out below (together, in aggregate over the Term, all amounts paid under this Schedule constitute the **Funding**).

Category	Amount and frequency
1. Establishment / transition funding	9(2)(j), 9(2)(b)(ii)
2. Entitlement funding	
3. Property-based funding: Crown-owned or Crown-leased property	
4. Donations Scheme	

All amounts above include GST (if any).

2.2 The Funding will be paid to the bank account of the Sponsor as advised in writing by the Sponsor to the Agency from time to time.

3. Purpose

3.1 The Funding may be applied by the Sponsor at its discretion in order to meet its performance outcomes.

4. Metrics

- 4.1 The Funding set out above is calculated to achieve broad equivalence with that provided to State schools, and based on the number of enrolled domestic students and the following key metrics (and any other information provided to the Agency by the Sponsor for the purposes of calculating Funding):

Metric	Details
Total number of enrolled domestic Students	Refer to Establishment Roll set out in Specific Term #4.
EQI	374
School type	Primary
Property type	Third Party Leased
Māori medium school	N/A
Pacific medium school	N/A
Isolation Index	0.12
Vandalism Index	Low Risk

5. Payment adjustments and annual review of Funding allocation

- 5.1 The Agency may adjust the amount of the Instalment from time to time in order to reflect any over-funding or under-funding made in relation to a period (as a result of any Roll adjustments or otherwise).
- 5.2 In the case of over-funding, the Agency may at its discretion elect to either reduce the amount of the next Instalment to be paid to the Sponsor by an amount equal to the over-funding, or otherwise to request that the Sponsor return any amounts which have been overfunded at the request of the Agency.
- 5.3 Any return of Funding by the Sponsor to the Agency will be paid to the bank account nominated by the Agency within 5 business days of written request or otherwise in accordance with any payment plan agreed between the Agency and the Sponsor in relation to the return of such funds.
- 5.4 The Funding provided under this Schedule will be subject to an annual review and may be adjusted as a result of that annual review.
- 5.5 The annual review process will be broadly consistent with the process of adjusting State school rates and will remain subject to Budget decisions from time to time.
- 5.6 The Agency will advise the Sponsor in writing of changes to the Funding as a result of such review and any such written notice will supersede the Funding allocation set out in clause 2 above from the date specified in the notice.

6. Termination or expiry of the Agreement

- 6.1 The Agency will make no further payments under this Schedule 2 on and from the expiry or effective date of termination of the Agreement.
- 6.2 Upon expiry or termination of this Agreement (for any reason whatsoever), the Sponsor must return to the Agency (or any third party nominated by the Agency):

- (a) any Funding which has been paid to it to the extent that it:
 - (i) relates to the operation of the Charter School after the expiry date or the effective date of termination (as applicable); and/or
 - (ii) has not been spent by the Sponsor as at the expiry date or effective date of termination,

and any such sum (as reasonably determined by the Agency) will be payable by the Sponsor as a debt due to the Agency; and
- (b) if and to the extent requested by the Agency:
 - (i) all assets acquired or developed by the Sponsor during the term of the Agreement using the Funding; and
 - (ii) in respect of any period where a Sponsor has acquired or developed assets using both the Funding and funding from other sources, such assets of the Sponsor as directed by the Agency (at the Agency's absolute discretion) which are equivalent in value to the Funding during the relevant period (provided that the Agency's rights under this clause are subject to the rights of any prior-ranking secured third party).

7. Security

- 7.1 Words and phrases used in this clause 7 have the meanings given to them in, or by virtue of, the Personal Property Securities Act 1999 (PPSA).
- 7.2 As security for the obligations of the Sponsor under this Schedule and the Agreement, the Sponsor grants to the Agency a security interest in all the Sponsor's right, title and interest (present and future, legal and equitable) in, to, under or derived from:
 - (a) all amounts of Funding held by the Sponsor; and
 - (b) any property of the Sponsor which is required to be returned to the Agency in accordance with this Schedule or the Agreement,

(the **Security Interest**). For the purposes of sections 71 and 72 of the PPSA, this Security Interest secures future advances.
- 7.3 The Agency may:
 - (a) register a financing statement on the New Zealand Personal Property Securities Register in order to reflect the Security Interest in all present and after acquired personal property and the Sponsor waives its right to receive a copy of any verification statement in relation to the same;
 - (b) register a caveat over any real property acquired by the Sponsor using Funding (in full or in part) in order to claim its interest as a mortgagee under the agreement to mortgage granted by the Sponsor below; and/or
 - (c) require the Sponsor to grant a registered mortgage over any real property acquired by the Sponsor using Funding (in full or in part) and the Sponsor agrees to do all things required in order to register the Agency's interest as a mortgagee over any such property.
- 7.4 The Agency and the Sponsor agree that, to the maximum extent permitted by law:
 - (a) they each contract out of sections 114(1)(a), 133 and 134 of the PPSA, and in doing so the Sponsor waives its rights under, or by reference to any of these sections;

- (b) the Sponsor has no rights under, or by reference to, sections 114(1)(a), 133 and 134 of the PPSA and waives its rights to sections 116, 120(2), 121, 125, 129, 131 and 148 of the PPSA; and
- (c) where the Agency has rights in addition to Part 9 of the PPSA, those rights shall continue to apply.

7.5 The Sponsor undertakes to:

- (a) at its own cost, promptly do all things, sign any further documents and/or provide any information which the Agency may reasonably require to enable the Agency to perfect and maintain the perfection of any Security Interest (including by registration of a financing statement); and
- (b) give the Agency not less than 14 days' prior written notice of any proposed change in the Sponsor's name and/or any other change in the Sponsor's details (including changes in the Sponsor's address, trading name or business practice).

8. Donations Scheme

- 8.1 If the Charter School meets the EQI eligibility criteria for the Ministry's donations scheme, the Sponsor may elect for the Charter School to opt-in to that donations scheme.
- 8.2 If the Sponsor elects for the Charter School to opt-in to the Ministry's donations scheme, the Sponsor cannot seek or receive any solicited voluntary payments from parents and caregivers for any curriculum related activities, except for overnight school camps.
- 8.3 Whether or not the Sponsor elects for the Charter School to opt-in to the Ministry's donations scheme does not affect a Sponsor's ability to fundraise through the sale of goods and services (for example running a school fair or selling raffle tickets) and does not prevent charging for sports trips or activities that are outside the curriculum, for example school sports teams.



**Charter School
Agency**

Performance Plan
relating to
Ecole Francaise Internationale Auckland
Charter School | Kura Hourua

Dated: 2 December 2024

IN CONFIDENCE

Sponsor and Charter School Details

1.	Name of Sponsor	Ecole Francaise Internationale Auckland
2.	Name of Charter School	Ecole Francaise Internationale Auckland
3.	Date of Charter School Agreement	2 December 2024

4.	Charter School Commencement Date	3 February 2025
5.	Performance Plan last updated	December 2024

Background

- A. The Sponsor and the Charter School Agency (**Agency**) are parties to the Charter School Agreement referred to above.
- B. This Performance Plan forms part of, and is incorporated in, the Charter School Agreement.
- C. In this Performance Plan, capitalised terms not otherwise defined have the meaning given to them in the Agreement or the ETA.
- D. The Sponsor acknowledges that, as part of its Proposal and engagement with the Agency, the Sponsor has also provided the Agency with details of the steps and processes the Sponsor will adopt and implement to ensure that it complies with this Performance Plan.

Agreement

This Performance Plan applies to the Charter School and forms part of, and is incorporated in, the Charter School Agreement.

SIGNED by Charter School Agency,
acting for and on behalf of the Crown:

Authorised Signatory

Jane Lee, Chief Executive Officer

Print Name and Position

2 December 2024

Date

SIGNED by Ecole Francaise Internationale
Auckland:

Authorised Signatory

Print Name and Position

Date

PART A: PERFORMANCE PLAN

This Performance Plan covers the following Performance Outcome Areas:

Performance Outcome Areas



A. Student Outcomes

- Attendance
- Achievement



B. Financial Performance



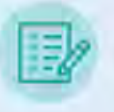
C. Standard Minimum Compliance

- Regulatory compliance

Performance Outcome Area <i>Each area that is a focus of performance management</i>	Performance Target and Minimum Performance Thresholds for Charter School	Performance Outcome Measures and Reporting <i>Specific Measures used to determine whether the Performance Targets and Minimum Performance Thresholds have been achieved (e.g., tools and data).</i>
A: STUDENT OUTCOMES		
1. Student Attendance 	Template Guidance Note: The standardised performance target is 80% of students regularly attending. Each Charter School is expected to show progression over time and work towards this target. The minimum performance thresholds are: • 60% for schools with fewer barriers (EQI Bands 1-2)	Daily attendance of Students in line with attendance regulations for State Schools. Progress within all attendance categories (regular attendance, irregular absence, moderate absence and chronic absence) will be considered when assessing a Charter School's performance. For more detail regarding these categories, please refer to the Handbook.

	• 50% for schools with moderate barriers (EQI Bands 3-5) • 35% for schools with more barriers (EQI Bands 6-7). Template Guidance Note: Charter Schools will be required to adopt an attendance management plan based on STAR (the Stepped Attendance Response system) within six months of the Commencement Date.					
2. Student Achievement 	Template Guidance Note: Years 3-10 The standardised performance target for primary achievement (years 3-10) is 80% of all students at or above the expected curriculum level for their age in reading, writing and maths. Each Charter School offering years 3-10 is expected to show progression over time and work towards this target. The minimum performance thresholds are: • 70% for reading and 35% for writing and maths for schools with fewer barriers (EQI Bands 1-2) • 50% for reading and 35% for writing and maths for schools with moderate barriers (EQI Bands 3-5) • 30% for reading and 25% for writing and maths for schools with more barriers (EQI Bands 6-7)	Student achievement at the same level of detail as State Schools, including reporting by gender, year level and ethnicity, as follows: <table><tr><th>Years 3 to 10</th><th>Years 11 and above</th></tr><tr><td> • Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau </td><td> Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment </td></tr></table> Sponsor must report on years 3 to 10 twice a year (in both the End of Year Report and the Self-Audit Report) and only once a year for years 11 and above (in the Self-Audit Report).	Years 3 to 10	Years 11 and above	• Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau	Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment
Years 3 to 10	Years 11 and above					
• Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau	Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment					

		Initial assessment measures:	
		- e-asTTle reading or pānui; writing or tuhituhi; and mathematics or pāngarau - New Zealand Council for Education Research's (NZCER) Progressive Achievement Tests for reading comprehension and reading vocabulary; punctuation and grammar; and mathematics (English-medium only) - Te Waharoa Ararau for monitoring and reporting on student progress and achievement in pānui, tuhituhi and pāngarau	
		Sponsor will provide the Agency with access to school level data for e-asTTle and Te Waharoa Ararau.	
		If the Sponsor uses the NZCER Progressive Achievement Tests, the Agency and the Sponsor will agree how this data will be provided.	
		Progress in all areas will be considered when assessing a Charter School's performance.	

B. FINANCIAL PERFORMANCE		
3. Financial performance 	Template Guidance Note: The standardised performance targets are: Operating surplus 2-5% Working capital ratio 2:1 Debt/equity ratio 0.5:1 Operating cash: Positive cashflow forecast = actual Enrolment variance: Contextual measure, assessed in reports as either: Growing, Stable, or Decreasing	Sponsor must report on the following Key Financial Performance Measures in each Annual Financial Statement and Mid-Year Financial Statement: operating surplus, working capital ratio, debt/equity ratio, operating cash, and enrolment variance. Refer to further detail in the Guidance Note on Financial Performance Reporting below in Part B(4).
C. STANDARD MINIMUM COMPLIANCE (SMC)		
4. Regulatory compliance 	Charter School's compliance with regulatory requirements in the following areas: • Employment of certificated teachers and LATs • Student enrolment requirements • School day, hours and term date requirements • Property • Reporting requirements • Insurance • Transport provision requirements (if applicable)	

Guidance Note:



Charter Schools must comply with (and will be measured against) the Performance Targets set out in this Performance Plan for Student Outcomes (attendance and achievement) and Financial Performance. These Performance Targets are standardised across all Charter Schools. In the case of Student Outcomes, Charter Schools are required to work towards (and will be measured against) minimum performance thresholds (based on EQI). Performance Targets do not apply to SMC as non-compliance carries immediate risk to Students and/or operation of the Charter School.



Agency may take into account any relevant information available to the Agency and make relevant enquiries, for the purposes of setting, monitoring, assessing and updating the Performance Plan.



Agency may issue guidance to the Sponsor from time to time to supplement the Performance Plan. Additional information may be included in the Charter School Handbook.



**Charter School
Agency**

Charter School Agreement
relating to
**Mastery Schools New Zealand - Arapaki
Charter School | Kura Hourua**

Dated: 22 November 2024



Guidance Note: To assist with your review of this Charter School Agreement refer to the 'Guide to this Agreement' (Section 2.1) and Guidance Notes throughout.

IN CONFIDENCE

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This Agreement is made on

2024

between (1) **Charter School Agency, acting in the name and on behalf of the Crown (Agency)**

and (2) **Mastery Schools New Zealand Limited (Sponsor)**

Introduction

- A. The Charter School model has been established under the Education and Training Amendment Act 2024 (**ETA**). This Agreement is a Charter School Contract for the purpose of the ETA.
- B. The Charter School Authorisation Board was established under the ETA. The Authorisation Board approves new Charter Schools | Kura Hourua (**Charter Schools**) and applies interventions against Sponsors that are not complying with the applicable Charter School Contract or Applicable Law.
- C. The Agency is a departmental agency hosted by the Ministry of Education. A key function of the Agency is implementing and operating the new Charter School model, including negotiating and managing Charter School Contracts, delivering funding and supporting the Authorisation Board. The Agency is authorised under the ETA to enter into this Agreement with the Sponsor.
- D. The Sponsor is the governing body of the Charter School. The Sponsor has been approved by the Authorisation Board to be a Sponsor and operate the Charter School as a Charter School.
- E. The Charter School is a new School.
- F. This Charter School Agreement records the terms and conditions on which the Sponsor will establish, operate and manage the Charter School.
- G. Following execution of this Agreement, the Minister will, by notification in the *Gazette*, notify the establishment of the Charter School as a Charter School.

Agreement

Each party agrees to the terms and conditions set out or referred to in this Agreement, including the Specific Terms, General Terms, Schedules, Performance Plan and Handbook.

Executed as an agreement.

SIGNED by Charter School Agency,
acting for and on behalf of the Crown



Authorised Signatory

Jane Lee, Chief Executive

Print Name and Position

25/11/2024

Date

SIGNED by Mastery Schools New Zealand
Limited



Authorised Signatory

Print Name and Position

David Jessep

Date

22/11/2024

SECTION 1: SPECIFIC TERMS

Guidance Note:



This section sets out the Specific Terms that are applicable to the Charter School.



These Specific Terms may be updated over the Term of this Agreement, to reflect changes to the Charter School. The process for updates is set out in clause 9. Depending on the Specific Term, this may require notice from one party to the other party and/or approval of the Agency.

Part A: Details applicable to all Schools	
1. Charter School and Sponsor details	Charter School Name: Mastery Schools New Zealand - Arapaki Charter School Address: 8 Kennedy Place, Hillsborough, Christchurch 8022 Charter School Number: _____ Sponsor NZBN (or other applicable number for Sponsor legal entity): 9429051878368
2. Description of Charter School	Primary ☒ Secondary ☐ Composite ☐ Single-Sex (Female) ☐ Single-Sex (Male) ☐ Co-educational ☒ Year levels: 1 - 8 Details of year levels to be phased in over a specified period (if applicable): Years 4-8 opening in Term 1 2025 and years 1-3 opening in Term 3 2025
3. School Year, Term Dates and School Hours	☒ January – December ☐ Other (specify) N/A Term Dates (specify) Term1 (3rd February 2025 – 11th April 2025) Term 2 (28th April 2025 – 27th June 2025) Term 3 (21st July 2025 – 19th September 2025) Term 4 (6th October 2025 – 5th December 2025) School Hours (specify) 08:30 – 15:30 Monday – Friday (6-hour school day)
4. Establishment Roll	9(2)(b)(ii)
5. Physical Capacity of School Premises	210

6. Requirements for teaching positions	Certificated Teachers and LATs	
	Minimum percentage or number of Certificated Teachers	75%
	Maximum percentage or number of LATs	25%
7. Curriculum and Mode of delivery <i>Clause 4.4</i>	Curriculum (specify) _____ Mode of delivery (tick one or both, as applicable): ☒ In-person ☐ Distance learning If the Charter School delivers any of the curriculum by distance learning, provide further detail (including type and scope of distance learning). Also refer to Specific Terms relating to distance learning in Part B below and further guidance in the Handbook. Specify: _____	
8. Qualifications	☐ National Certificate of Educational Achievement (NCEA) ☐ Cambridge International Examinations ☐ International Baccalaureate (IB) ☒ Other (specify) N/A for school years (1 – 8)	
Part B: Key details and policies		
9. Key Persons – Sponsor <i>Clause 11.3</i>	Role	Name
	Chief Executive	Rose McInerney
	Person Responsible for Teaching and Learning	Lillian Dowd
	Relationship Manager	Rose McInerney
	Contract Manager	Dave Jessep
	Other Key Persons	Jo Jessep (Managing Director)
10. Relationship Manager – Agency	Role	Name
	Relationship Manager	9(2)(a)

11. Details for Notices		Charter School	Agency
	Contact Name	David Jessop	9(2)(a)
	Position	Director	Contract Implementation and Performance Manager
	Email	9(2)(a)	9(2)(a)@charterschools.govt.nz

12. Insurance <i>Clause 13.5</i>	Cover	Minimum level

☐ Sponsor has confirmed that it will participate in the Ministry's risk management scheme (and has obtained the Ministry's consent to do so), in accordance with clause 13.5.

13. Charter School Policies	Sponsor confirms that the Charter School has adopted, and agrees that it will ensure that the Charter School will establish, maintain and comply with, the following policies: ✓ Complaints Policy that incorporates a procedure for the independent review of complaints ✓ Internal Disputes Management Policy ✓ Engagement with Charter School Community Policy
Part C: Key dates	
14. Establishment Completion Declaration deadline <i>Clause 3.2</i>	Specify: 17 January 2025
15. Agreement Date	Specify: 22 November 2024
16. Commencement Date	Specify: 3 February 2025
17. Frequency of Student reports	A Responsible Person must be informed of the progress of their children, and any barriers to progress, at no less than the following intervals: Specify: Twice per year
Part D: Details applicable to some Schools	
18. Is the Charter School a Converting School? <i>Schedule 3</i>	Yes ☐ No ☒ Conversion Date: N/A Other Details: N/A
19. Does the Converting School have any Inter-School Arrangements? <i>Schedule 3</i>	If the Charter School is a Converting School, did the board have an arrangement with any other school board regarding the sharing of education services, employees or students? Yes ☐ No ☒ Relevant Schools (specify): _____
20. School lease	☐ If the Charter School is a Converting School, and is occupying property which the Crown owns or has leased (as lessee), the Sponsor confirms that it has entered into, or will (prior to the Commencement Date) enter into, a lease with the Crown in respect of the Charter School or a deed of assignment in respect of the Crown's interest in the lease, as applicable. ✓ If the Charter School is not a Converting School and the Sponsor has entered into, or will (prior to the Commencement Date) enter into, a lease, licence or other occupation arrangement with a private landowner in respect of the Charter School, the Sponsor confirms that that document contains a permitted transfer clause in the form set out

	in the Handbook. Please refer to the Handbook for further detail on the purpose of the permitted transfer clause.
21. Is the Charter School intended to be operated for profit? <i>Clause 4.2(d)</i>	Yes ☐ No ☒
22. Do Approval Conditions apply?	Yes ☒ No ☐ Specify Approval Conditions: Establishment Plan completion. Sponsor must satisfy and comply with any Approval Conditions set out in this section (as updated by the Authorisation Board from time to time in accordance with the ETA).
23. International students	Sponsor must ensure that the enrolment of international students at the Charter School does not exceed the following upper limit on the number of international students that may be enrolled (if applicable): Specify (or insert Not Applicable): N/A
24. Character of Charter School <i>Clause 4.3</i>	Does the Charter School have a special or designated character including any religious, philosophical, or other distinguishing characteristics? Yes ☐ No ☒ Specify: _____ Is religious instruction and observance permitted? Yes ☐ No ☒
25. Can Sponsor require a Responsible Person to pay a property maintenance fee? <i>Clause 4.5(b)</i>	Yes ☐ No ☒ The following rate and conditions apply: N/A
26. Who is responsible for providing transport assistance to eligible Students (if applicable)?	Sponsor ☐ Ministry ☐ N/A
27. Will Sponsor operate Hostel accommodation?	Yes ☐ No ☒
28. Will the Charter School offer distance learning? <i>Clause 4.4</i>	Yes ☐ No ☒ If yes, will distance learning be the main mode of curriculum delivery? Yes ☐ No ☐

29. Distance Learning Practices <i>Clause 4.4</i>	Distance Learning Practices	
	If the Charter School offers distance learning, Sponsor confirms that it has provided details of the following Distance Learning Practices to the Agency (to the satisfaction of the Agency):	
	How Charter School will measure and ensure student engagement and attendance	☐
	How Charter School will manage pastoral care including the online safety of students	☐
	How Charter School will address adequate supervision arrangements for students aged under 16 years	☐
Further detail is set out in (specify): _____		
Part E: Special Terms		

Schedule 2 Funding

1. Introduction

The Agency will pay the Sponsor the amounts specified in this Schedule 2 at the times set out or referred to in this Schedule 2.

2. Funding

2.1 The total funding to be paid to the Sponsor is:

9(2)(j), 9(2)(b)(ii)

which has been calculated on the basis of the categories and metrics set out below (together, in aggregate over the Term, all amounts paid under this Schedule constitute the Funding).

Category	Amount and frequency
1. Establishment / transition funding	9(2)(j), 9(2)(b)(ii)
2. Entitlement funding	
3. Property-based funding: Crown-owned or Crown-leased property	
4. Donations Scheme	

All amounts above include GST (if any).

2.2 The Funding will be paid to the bank account of the Sponsor as advised in writing by the Sponsor to the Agency from time to time.

3. Purpose

3.1 The Funding may be applied by the Sponsor at its discretion in order to meet its performance outcomes.

4. Metrics

- 4.1 The Funding set out above is calculated to achieve broad equivalence with that provided to State schools, and based on the number of enrolled domestic students and the following key metrics (and any other information provided to the Agency by the Sponsor for the purposes of calculating Funding):

Metric	Details
Total number of enrolled domestic Students	Refer to Establishment Roll set out in Specific Term #4.
EQI	451
School type	Primary
Property type	Leased from Third Party
Māori medium school	N/A
Pacific medium school	N/A
Isolation Index	0.14
Vandalism Index	3.84

5. Payment adjustments and annual review of Funding allocation

- 5.1 The Agency may adjust the amount of the Instalment from time to time in order to reflect any over-funding or under-funding made in relation to a period (as a result of any Roll adjustments or otherwise).
- 5.2 In the case of over-funding, the Agency may at its discretion elect to either reduce the amount of the next Instalment to be paid to the Sponsor by an amount equal to the over-funding, or otherwise to request that the Sponsor return any amounts which have been overfunded at the request of the Agency.
- 5.3 Any return of Funding by the Sponsor to the Agency will be paid to the bank account nominated by the Agency within 5 business days of written request or otherwise in accordance with any payment plan agreed between the Agency and the Sponsor in relation to the return of such funds.
- 5.4 The Funding provided under this Schedule will be subject to an annual review and may be adjusted as a result of that annual review.
- 5.5 The annual review process will be broadly consistent with the process of adjusting State school rates and will remain subject to Budget decisions from time to time.
- 5.6 The Agency will advise the Sponsor in writing of changes to the Funding as a result of such review and any such written notice will supersede the Funding allocation set out in clause 2 above from the date specified in the notice.

6. Termination or expiry of the Agreement

- 6.1 The Agency will make no further payments under this Schedule 2 on and from the expiry or effective date of termination of the Agreement.
- 6.2 Upon expiry or termination of this Agreement (for any reason whatsoever), the Sponsor must return to the Agency (or any third party nominated by the Agency):

- (a) any Funding which has been paid to it to the extent that it:
 - (i) relates to the operation of the Charter School after the expiry date or the effective date of termination (as applicable); and/or
 - (ii) has not been spent by the Sponsor as at the expiry date or effective date of termination,

and any such sum (as reasonably determined by the Agency) will be payable by the Sponsor as a debt due to the Agency; and
- (b) if and to the extent requested by the Agency:
 - (i) all assets acquired or developed by the Sponsor during the term of the Agreement using the Funding; and
 - (ii) in respect of any period where a Sponsor has acquired or developed assets using both the Funding and funding from other sources, such assets of the Sponsor as directed by the Agency (at the Agency's absolute discretion) which are equivalent in value to the Funding during the relevant period (provided that the Agency's rights under this clause are subject to the rights of any prior-ranking secured third party).

7. Security

7.1 Words and phrases used in this clause 7 have the meanings given to them in, or by virtue of, the Personal Property Securities Act 1999 (**PPSA**).

7.2 As security for the obligations of the Sponsor under this Schedule and the Agreement, the Sponsor grants to the Agency a security interest in all the Sponsor's right, title and interest (present and future, legal and equitable) in, to, under or derived from:

- (a) all amounts of Funding held by the Sponsor; and
- (b) any property of the Sponsor which is required to be returned to the Agency in accordance with this Schedule or the Agreement,

(the **Security Interest**). For the purposes of sections 71 and 72 of the PPSA, this Security Interest secures future advances.

7.3 The Agency may:

- (a) register a financing statement on the New Zealand Personal Property Securities Register in order to reflect the Security Interest in all present and after acquired personal property and the Sponsor waives its right to receive a copy of any verification statement in relation to the same;
- (b) register a caveat over any real property acquired by the Sponsor using Funding (in full or in part) in order to claim its interest as a mortgagee under the agreement to mortgage granted by the Sponsor below; and/or
- (c) require the Sponsor to grant a registered mortgage over any real property acquired by the Sponsor using Funding (in full or in part) and the Sponsor agrees to do all things required in order to register the Agency's interest as a mortgagee over any such property.

7.4 The Agency and the Sponsor agree that, to the maximum extent permitted by law:

- (a) they each contract out of sections 114(1)(a), 133 and 134 of the PPSA, and in doing so the Sponsor waives its rights under, or by reference to any of these sections;

- (b) the Sponsor has no rights under, or by reference to, sections 114(1)(a), 133 and 134 of the PPSA and waives its rights to sections 116, 120(2), 121, 125, 129, 131 and 148 of the PPSA; and
- (c) where the Agency has rights in addition to Part 9 of the PPSA, those rights shall continue to apply.

7.5 The Sponsor undertakes to:

- (a) at its own cost, promptly do all things, sign any further documents and/or provide any information which the Agency may reasonably require to enable the Agency to perfect and maintain the perfection of any Security Interest (including by registration of a financing statement); and
- (b) give the Agency not less than 14 days' prior written notice of any proposed change in the Sponsor's name and/or any other change in the Sponsor's details (including changes in the Sponsor's address, trading name or business practice).

8. Donations Scheme

- 8.1 If the Charter School meets the EQI eligibility criteria for the Ministry's donations scheme, the Sponsor may elect for the Charter School to opt-in to that donations scheme.
- 8.2 If the Sponsor elects for the Charter School to opt-in to the Ministry's donations scheme, the Sponsor cannot seek or receive any solicited voluntary payments from parents and caregivers for any curriculum related activities, except for overnight school camps.
- 8.3 Whether or not the Sponsor elects for the Charter School to opt-in to the Ministry's donations scheme does not affect a Sponsor's ability to fundraise through the sale of goods and services (for example running a school fair or selling raffle tickets) and does not prevent charging for sports trips or activities that are outside the curriculum, for example school sports teams.



**Charter School
Agency**

Performance Plan
relating to
**Mastery Schools New Zealand - Arapaki
Charter School | Kura Hourua**

Dated: 22 November 2024

IN CONFIDENCE

Sponsor and Charter School Details

1. Name of Sponsor	Mastery Schools New Zealand Limited
2. Name of Charter School	Mastery Schools New Zealand Limited - Arapaki
3. Date of Charter School Agreement	22 November 2024

4. Charter School Commencement Date	3 February 2025
5. Performance Plan last updated	22 November 2024

Background

- A. The Sponsor and the Charter School Agency (**Agency**) are parties to the Charter School Agreement referred to above.
- B. This Performance Plan forms part of, and is incorporated in, the Charter School Agreement.
- C. In this Performance Plan, capitalised terms not otherwise defined have the meaning given to them in the Agreement or the ETA.
- D. The Sponsor acknowledges that, as part of its Proposal and engagement with the Agency, the Sponsor has also provided the Agency with details of the steps and processes the Sponsor will adopt and implement to ensure that it complies with this Performance Plan.

Agreement

This Performance Plan applies to the Charter School and forms part of, and is incorporated in, the Charter School Agreement.

SIGNED by Charter School Agency,
acting for and on behalf of the Crown:

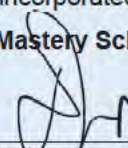


Authorised Signatory
Jane Lee, Chief Executive

Print Name and Position
25/11/2024

Date

SIGNED by Mastery Schools New Zealand Limited:



Authorised Signatory
David Jessep

Print Name and Position
22/11/24

Date

PART A: PERFORMANCE PLAN

This Performance Plan covers the following Performance Outcome Areas:

Performance Outcome Areas



A. Student Outcomes

- Attendance
- Achievement



B. Financial Performance



C. Standard Minimum Compliance

- Regulatory compliance

Performance Outcome Area <i>Each area that is a focus of performance management</i>	Performance Target and Minimum Performance Thresholds for Charter School	Performance Outcome Measures and Reporting <i>Specific Measures used to determine whether the Performance Targets and Minimum Performance Thresholds have been achieved (e.g., tools and data).</i>
A: STUDENT OUTCOMES		
1. Student Attendance 	Template Guidance Note: The standardised performance target is 80% of students regularly attending. Each Charter School is expected to show progression over time and work towards this target. The minimum performance thresholds are: • 60% for schools with fewer barriers (EQI Bands 1-2)	Daily attendance of Students in line with attendance regulations for State Schools. Progress within all attendance categories (regular attendance, irregular absence, moderate absence and chronic absence) will be considered when assessing a Charter School's performance. For more detail regarding these categories, please refer to the Handbook.

	• 50% for schools with moderate barriers (EQI Bands 3-5) • 35% for schools with more barriers (EQI Bands 6-7). Template Guidance Note: Charter Schools will be required to adopt an attendance management plan based on STAR (the Stepped Attendance Response system) within six months of the Commencement Date					
2. Student Achievement 	Template Guidance Note: Years 3-10 The standardised performance target for primary achievement (years 3-10) is 80% of all students at or above the expected curriculum level for their age in reading, writing and maths. Each Charter School offering years 3-10 is expected to show progression over time and work towards this target. The minimum performance thresholds are: • 70% for reading and 35% for writing and maths for schools with fewer barriers (EQI Bands 1-2) • 50% for reading and 35% for writing and maths for schools with moderate barriers (EQI Bands 3-5) • 30% for reading and 25% for writing and maths for schools with more barriers (EQI Bands 6-7)	Student achievement at the same level of detail as State Schools, including reporting by gender, year level and ethnicity, as follows: <table><tr><th>Years 3 to 10</th><th>Years 11 and above</th></tr><tr><td> • Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau </td><td> Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment </td></tr></table> Sponsor must report on years 3 to 10 twice a year (in both the End of Year Report and the Self-Audit Report) and only once a year for years 11 and above (in the Self-Audit Report).	Years 3 to 10	Years 11 and above	• Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau	Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment
Years 3 to 10	Years 11 and above					
• Reading or pānui • Writing or tuhituhi • Mathematics or pāngarau	Qualification attainment: • NCEA achievement • Any other nationally or internationally recognised non-NCEA Assessment					

		Initial assessment measures:	
		- e-asTTle reading or pānui; writing or tuhituhi; and mathematics or pāngarau - New Zealand Council for Education Research's (NZCER) Progressive Achievement Tests for reading comprehension and reading vocabulary; punctuation and grammar; and mathematics (English-medium only) - Te Waharoa Ararau for monitoring and reporting on student progress and achievement in pānui, tuhituhi and pāngarau	
		Sponsor will provide the Agency with access to school level data for e-asTTle and Te Waharoa Ararau.	
		If the Sponsor uses the NZCER Progressive Achievement Tests, the Agency and the Sponsor will agree how this data will be provided.	
		Progress in all areas will be considered when assessing a Charter School's performance.	

B. FINANCIAL PERFORMANCE		
3. Financial performance 	Template Guidance Note: The standardised performance targets are: Operating surplus 2-5% Working capital ratio 2:1 Debt/equity ratio 0.5:1 Operating cash: Positive cashflow forecast = actual Enrolment variance: Contextual measure, assessed in reports as either: Growing, Stable, or Decreasing	Sponsor must report on the following Key Financial Performance Measures in each Annual Financial Statement and Mid-Year Financial Statement: operating surplus, working capital ratio, debt/equity ratio, operating cash, and enrolment variance. Refer to further detail in the Guidance Note on Financial Performance Reporting below in Part B(4).
C. STANDARD MINIMUM COMPLIANCE (SMC)		
4. Regulatory compliance 	Charter School's compliance with regulatory requirements in the following areas: • Employment of certificated teachers and LATs • Student enrolment requirements • School day, hours and term date requirements • Property • Reporting requirements • Insurance • Transport provision requirements (if applicable)	

Guidance Note:



Charter Schools must comply with (and will be measured against) the Performance Targets set out in this Performance Plan for Student Outcomes (attendance and achievement) and Financial Performance. These Performance Targets are standardised across all Charter Schools. In the case of Student Outcomes, Charter Schools are required to work towards (and will be measured against) minimum performance thresholds (based on EQI). Performance Targets do not apply to SMC as non-compliance carries immediate risk to Students and/or operation of the Charter School.



Agency may take into account any relevant information available to the Agency and make relevant enquiries, for the purposes of setting, monitoring, assessing and updating the Performance Plan.



Agency may issue guidance to the Sponsor from time to time to supplement the Performance Plan. Additional information may be included in the Charter School Handbook.