



**Charter School
Agency**

Charter School Agreement
relating to
North West College
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.

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) **Educanz 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
3 December 2024

Date

SIGNED by Educanz Limited

Sherida Penman Walters

Authorised Signatory
Sherida Penman Walters - Director

Print Name and Position
Dated: 3rd December 2024

Date

SECTION 1: SPECIFIC TERMS

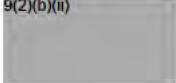
Guidance Note:



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: North West Creative Arts College Charter School Address: 103 Matua Road, Huapai, Auckland 0810 Charter School Number: _____ Sponsor NZBN (or other applicable number for Sponsor legal entity): 9429052353215
2. Description of Charter School	Primary ☐ Secondary ☐ Composite ☒ Single-Sex (Female) ☐ Single-Sex (Male) ☐ Co-educational ☒ Year levels: 7-9 Details of year levels to be phased in over a specified period (if applicable): 2026-2029: Phase in one year level annually (2026 year 10, 2027 year 11, 2028 year 12 and 2029 year 13) operating years 7-13 by 2029.
3. School Year, Term Dates and School Hours	☒ January – December ☐ Other (specify) N/A Term Dates (specify) 10/02/25 - 12/04/25, 29/04/25 - 05/07/25, 29/07/ - 28/09, 14/10-06/12 School Hours (specify) 08:30 – 15:30 five days a week
4. Establishment Roll	9(2)(b)(ii) 
5. Physical Capacity of School Premises	160

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) <u>New Zealand Curriculum</u> 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	Sherida Penman Walters
	Person Responsible for Teaching and Learning	Sherida Penman Walters
	Relationship Manager	Sherida Penman Walters
	Contract Manager	Sherida Penman Walters
	Other Key Persons	Ken Pemberton
10. Relationship Manager – Agency	Role	Name
	Relationship Manager	9(2)(a)

11. Details for Notices		Charter School	Agency
	Contact Name	Sherida Penman Walters	9(2)(a)
	Position	Chief Executive Officer	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: 31 January 2025		
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: Four times per year, at the end of each term.		
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: 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" data-bbox="555 808 1449 871">Distance Learning Practices</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="555 871 1449 996">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="555 996 1316 1093">How Charter School will measure and ensure student engagement and attendance</td> <td data-bbox="1316 996 1449 1093">☐</td> </tr> <tr> <td data-bbox="555 1093 1316 1189">How Charter School will manage pastoral care including the online safety of students</td> <td data-bbox="1316 1093 1449 1189">☐</td> </tr> <tr> <td data-bbox="555 1189 1316 1285">How Charter School will address adequate supervision arrangements for students aged under 16 years</td> <td data-bbox="1316 1189 1449 1285">☐</td> </tr> <tr> <td colspan="2" data-bbox="555 1285 1449 1346">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)(i), 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)(i), 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	406
School type	Composite
Property type	Third Party Lease
Māori medium school	N/A
Pacific medium school	N/A
Isolation Index	0.60
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
North West College
Charter School | Kura Hourua

Dated: 2 December 2024

IN CONFIDENCE

Sponsor and Charter School Details

1. Name of Sponsor	Educanz Limited
2. Name of Charter School	North West College
3. Date of Charter School Agreement	2 December 2024

4. Charter School Commencement Date	10 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

3 December 2024

Date

SIGNED by Educanz Limited:

Sherida Penman Walters

Authorised Signatory

Sherida Penman Walters - Director

Print Name and Position

Dated: 3rd 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



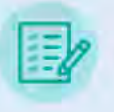
C. Standard Minimum Compliance

- 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:	NCEA achievement reporting must be included as part of the Sponsor's Self Audit Report.
		- 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	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
Te Rito, Te Kura Taiao
Charter School | Kura Hourua

Dated: 29 November 2024



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acting for and on behalf of the Crown

SIGNED by Te Rito Limited

Authorised Signatory
Jane Lee, Chief Executive Officer

Authorised Signatory
Daniel Tobin - Director

Print Name and Position

Print Name and Position

29 November 2024

29/11/2024

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: Te Rito, Te Kura Taiao Charter School Address: 19 Walters Way, Cable Bay, Far North 0420 Charter School Number: Agency to confirm post Agreement signed. Sponsor NZBN (or other applicable number for Sponsor legal entity): 9429047034297
2. Description of Charter School	Primary ☐ Secondary ☐ Composite ☒ Single-Sex (Female) ☐ Single-Sex (Male) ☐ Co-educational ☒ Year levels: 1-6 Details of year levels to be phased in over a specified period (if applicable): 2026-2027: Phase in one year level annually (2026 year 7, 2027 year 8) operating years 1-8 by 2027.
3. School Year, Term Dates and School Hours	☒ January – December ☐ Other (specify) _____ Term Dates (specify) Term 1 (10 weeks) 3 February 2025 – 11 April (98 half days) Term 2 (9 weeks) 28 April 2025 – 27 June 2025 (86 half days). Term 3 (10 weeks) 14 July – 19 September 2025 (100 half days). Term 4 (10 weeks + 3 days) 6 October – 17 December 2025 (104 half days). School Hours (specify) 08:45am – 14:45pm
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%						
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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												
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/Kaihautū</td><td>Hailey-Jane Tobin</td></tr> <tr> <td>Person Responsible for Teaching and Learning</td><td>Lovinia Chapman</td></tr> <tr> <td>Relationship Manager</td><td>Erina Harrison</td></tr> <tr> <td>Contract Manager</td><td>Hailey-Jane Tobin</td></tr> <tr> <td>Other Key Persons</td><td>Daniel Tobin</td></tr> </table>	Role	Name	Chief Executive/Kaihautū	Hailey-Jane Tobin	Person Responsible for Teaching and Learning	Lovinia Chapman	Relationship Manager	Erina Harrison	Contract Manager	Hailey-Jane Tobin	Other Key Persons	Daniel Tobin
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Role	Name												
Relationship Manager	9(2)(a)												

11. Details for Notices		Charter School	Agency
	Contact Name	Halley-Jane Tobin	9(2)(a)
	Position	Kaihautū	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: 31 January 2025		
15. Agreement Date	Specify: 29 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: End of each term, four times in a year		
Part D: Details applicable to some Schools			
18. Is the Charter School a Converting School?	Yes ☐ No ☒ Conversion Date: _____ Other Details: _____		

Commented [ED1]: First day of Term One

Schedule 3	
19. Does the Converting School have any Inter-School Arrangements? Schedule 3	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? Clause 4.2(d)	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 Clause 4.3	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 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 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	504
School type	Primary
Property type	Sponsor Owned
Māori medium school	Yes
Pacific medium school	N/A
Isolation Index	2.66
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
Te Rito, Te Kura Taiao
Charter School | Kura Hourua

Dated: 29 November 2024

IN CONFIDENCE

Sponsor and Charter School Details

1. Name of Sponsor	Te Rito Limited
2. Name of Charter School	Te Rito, Te Kura Taiao
3. Date of Charter School Agreement	29 November 2024

4. Charter School Commencement Date	3 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

Date 29 November 2024

SIGNED by Te Rito Limited:

Authorised Signatory

Daniel Tobin - Director

Print Name and Position

29/11/2024

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	
		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
TIPENE
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) Te Tuara Trust (Sponsor)

Introduction

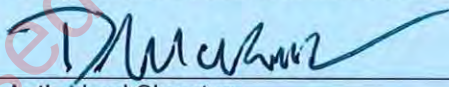
- A. The Charter School model has been established under the Education and Training Amendment Act 2024 (ETA). This Agreement is a Charter School Contract for the purpose of the ETA.
- B. The Charter School Authorisation Board was established under the ETA. The Authorisation Board approves new Charter 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

Duane McKibben, Acting Chief Executive

Print Name and Position

13/12/24

Date

SIGNED by Te Tuara Trust



Authorised Signatory

Te Tuara Flavell, Chair

Print Name and Position

13/12/24

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: TIPENE Charter School Address: 1832 Great South Road, Bombay 2675 Charter School Number: Agency to confirm post Agreement signing. Sponsor NZBN (or other applicable number for Sponsor legal entity): 9429052402203
2. Description of Charter School	Primary ☐ Secondary ☒ Composite ☐ Single-Sex (Female) ☐ Single-Sex (Male) ☒ Co-educational ☐ Year levels: 9 - 10 Details of year levels to be phased in over a specified period (if applicable): 2026-2028: Phase in one year level annually (2026 year 11, 2027 year 12, 2028 year 13) operating years 9-13 by 2029.
3. School Year, Term Dates and School Hours	☒ January – December ☐ Other (specify) _____ Term Dates (specify) Term 1: 6 February – 15 March, 23 March – 9 April Term 2: 28 April – 27 June Term 3: 13 July – 19 September Term 4: 6 October – 6 December School Hours (specify) 06:30am – 21:00pm
4. Establishment Roll	9(2)(b)(ii)
5. Physical Capacity of School Premises	300

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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8. Qualifications	☒ National Certificate of Educational Achievement (NCEA) ☐ Cambridge International Examinations ☐ International Baccalaureate (IB) ☐ Other (specify) _____												
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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>Yvette McCausland-Durie</td></tr> <tr> <td>Person Responsible for Teaching and Learning</td><td>Nathan Durie</td></tr> <tr> <td>Relationship Manager</td><td>Yvette McCausland-Durie</td></tr> <tr> <td>Contract Manager</td><td>Yvette McCausland-Durie</td></tr> <tr> <td>Other Key Persons</td><td>Te Ururoa Flavell (Chair)</td></tr> </table>	Role	Name	Chief Executive	Yvette McCausland-Durie	Person Responsible for Teaching and Learning	Nathan Durie	Relationship Manager	Yvette McCausland-Durie	Contract Manager	Yvette McCausland-Durie	Other Key Persons	Te Ururoa Flavell (Chair)
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Other Key Persons	Te Ururoa Flavell (Chair)												
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11. Details for Notices	<table border="1"> <tr> <th></th><th>Charter School</th><th>Agency</th></tr> <tr> <td>Contact Name</td><td>Yvette McCausland-Durie</td><td>9(2)(a)</td></tr> <tr> <td>Position</td><td>Co-Tumuaki</td><td>Contract Implementation and Performance Manager</td></tr> <tr> <td>Email</td><td>9(2)(a)</td><td>9(2)(a)@charterschools.govt.nz</td></tr> </table>		Charter School	Agency	Contact Name	Yvette McCausland-Durie	9(2)(a)	Position	Co-Tumuaki	Contract Implementation and Performance Manager	Email	9(2)(a)	9(2)(a)@charterschools.govt.nz
	Charter School	Agency											
Contact Name	Yvette McCausland-Durie	9(2)(a)											
Position	Co-Tumuaki	Contract Implementation and Performance Manager											
Email	9(2)(a)	9(2)(a)@charterschools.govt.nz											
12. Insurance <i>Clause 13.5</i>	Insurance to be confirmed before Establishment Completion Declaration is signed and submitted. <table border="1"> <tr> <th>Cover</th><th>Minimum level</th></tr> <tr> <td>Professional indemnity</td><td rowspan="7">9(2)(b)(ii)</td></tr> <tr> <td>Professional indemnity for the person responsible for teaching and learning at the Charter School</td></tr> <tr> <td>Professional liability</td></tr> <tr> <td>Public liability</td></tr> <tr> <td>Contents</td></tr> <tr> <td>Vehicle (if applicable)</td></tr> <tr> <td>Building Insurance</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	Professional liability	Public liability	Contents	Vehicle (if applicable)	Building Insurance		
Cover	Minimum level												
Professional indemnity	9(2)(b)(ii)												
Professional indemnity for the person responsible for teaching and learning at the Charter School													
Professional liability													
Public liability													
Contents													
Vehicle (if applicable)													
Building Insurance													
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 2025												

15. Agreement Date	Specify: 29 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: Every term, four times 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): N/A
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

Clause 4.4

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 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	548
School type	Secondary
Property type	Third Party Leased
Māori medium school	Yes
Pacific medium school	No
Isolation Index	0.30
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
TIPENE
Charter School | Kura Hourua

Dated: 29 November 2024

IN CONFIDENCE

Sponsor and Charter School Details

1.	Name of Sponsor	Te Tuara Trust
2.	Name of Charter School	TIPENE
3.	Date of Charter School Agreement	29 November 2024

4.	Charter School Commencement Date	3 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

Duane McKibben, Acting Chief Executive

Print Name and Position

Date

13/12/24

SIGNED by Te Tuara Trust:

Authorised Signatory

Te Uruora Flavell, Chair

Print Name and Position

Date

13/12/24

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 a 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
Twin Oaks Classical School
Charter School | Kura Hourua

Dated: 14 February 2025

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

2025

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

and (2) **Twin Oaks Classical School 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
10 March 2025

Date

SIGNED by Twin Oaks Classical School Limited

Authorised Signatory
Tuhi Isaachsen, Board Chair

Print Name and Position
10th March 2025

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: Twin Oaks Classical School Charter School Address: 300 Great South Road, Greenlane Charter School Number: TBC by the Agency Sponsor NZBN (or other applicable number for Sponsor legal entity): 9429052264580
2. Description of Charter School	Primary ☐ Secondary ☐ Composite ☒ Single-Sex (Female) ☐ Single-Sex (Male) ☐ Co-educational ☒ Year levels: Details of year levels to be phased in over a specified period (if applicable): Years 1-13 beginning with years 1-9 in 2025 and extending each year
3. School Year, Term Dates and School Hours	☒ January – December ☐ Other (specify) N/A Term Dates (specify) Term one: 11 weeks January, Term two: 9 weeks starting April, Term 3: 10 weeks starting July, Term 4: 9-10 weeks starting October School Hours (specify) Monday to Wednesday 08:45am – 15:15pm and Thursday Friday learning from home
4. Establishment Roll	9(2)(b)(ii)
5. Physical Capacity of School Premises	80 to be extended in 2026

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) Classical 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: Three days learning in class (Monday through Wednesday) and two days home learning (Thursday and Friday)	
8. Qualifications	☐ National Certificate of Educational Achievement (NCEA) ☐ Cambridge International Examinations ☐ International Baccalaureate (IB) ☒ Other (specify) US High School Diploma governed by and assessed in line with Accredited Commission for Schools, Western Association of Schools and Colleges	
Part B: Key details and policies		
9. Key Persons – Sponsor	Role	Name
	Chief Executive	Amanda Goodchild
	Person Responsible for Teaching and Learning	Beth Isaachsen
	Relationship Manager	9(2)(a)
	Contract Manager	Tuhi Isaachsen
	Other Key Persons	
10. Relationship Manager – Agency	Role	Name
	Relationship Manager	9(2)(a)

11. Details for Notices		Charter School	Agency
	Contact Name	Tuhi Isaachsen	9(2)(a)
	Position	Board Chair	Contract Implementation and Performance Manager
	Email	9(2)(a)	9(2)(a)@charterschools.govt.nz
12. Insurance	✓ Sponsor has confirmed that it will participate in the Ministry's risk management scheme (and will obtain 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: 30 June 2025		
15. Agreement Date	Specify: 14 February 2025		
16. Commencement Date	Specify: 14 July 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 School 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	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 ☒		

Inter-School Arrangements?	Relevant Schools (specify): N/A
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 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: 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 ☐ The sponsor must be responsive to the sensitivities of students and parents of different religious or philosophical affiliations and not require a student of a different religious or philosophical affiliation to participate in religious observances and religious instruction concerned with particular observances if a parent of the student states that they do not wish that student to participate.
25. Can Sponsor require a Responsible Person to pay a property	Yes ☐ No ✓ The following rate and conditions apply: N/A

maintenance fee? <i>Clause 4.5(b)</i>													
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="555 936 1449 1010">Distance Learning Practices</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="555 1010 1449 1144">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="555 1144 1313 1249">How Charter School will measure and ensure student engagement and attendance</td><td data-bbox="1313 1144 1449 1249">☒</td> </tr> <tr> <td data-bbox="555 1249 1313 1355">How Charter School will manage pastoral care including the online safety of students</td><td data-bbox="1313 1249 1449 1355">☒</td> </tr> <tr> <td data-bbox="555 1355 1313 1460">How Charter School will address adequate supervision arrangements for students aged under 16 years</td><td data-bbox="1313 1355 1449 1460">☒</td> </tr> <tr> <td colspan="2" data-bbox="555 1460 1449 1594">Further detail is set out in (specify): Distance Learning Practises guide - Twin Oaks Classical School To be supplied to the Agency before contract signing.</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): Distance Learning Practises guide - Twin Oaks Classical School To be supplied to the Agency before contract signing.	
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Part E: Special Terms													
30. General Obligations	This clause revokes and replaces clause 4.2 in Section 2. The Sponsor undertakes that it will: (a) operate the Charter School with appropriately trained, knowledgeable and experienced Personnel; (b) operate (and use best endeavours to ensure that its Personnel operate) the Charter School: (i) to a standard, and in a manner, that supports the objectives and relationship principles set out in the Handbook; and (ii) with due care, skill and diligence, and in a professional manner;												

	(c) adopt financial management practices and procedures for the Charter School that are consistent with prudent business and accounting practice, including ensuring that: (i) all financial information provides a full record of the nature, source and application of funds; and (ii) no person with any prior conviction for an offence involving dishonesty will be permitted to handle money on behalf of the Charter School or access bank accounts; (d) not operate the Charter School for profit unless the Specific Terms specify that the Sponsor intends to do so; and (e) ensure that it does not (and use best endeavours to ensure that its Personnel do not) engage in any activity, or permit any circumstances to occur, that could reasonably be expected to result in adverse publicity or reputational damage for the Agency, Ministry or Charter School or be contrary to the public interest.
31. 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 clause 12.5(a), as between the parties, the Agency (or its nominee) owns all Intellectual Property Rights in materials developed by the Sponsor for the purposes of this Agreement and/or operating or managing the Charter School (Charter School Materials). (c) The Agency hereby grants the Sponsor a perpetual royalty-free licence to use and develop the Charter School Materials. Upon request from the Sponsor, the Agency agrees to grant any Related Sponsor a royalty-free licence to use and develop the Charter School Materials for the purposes of operating or managing any other 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) Without limiting this clause 12.5, 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 Sponsor pursuant to this Agreement, including the Handbook. (f) For the avoidance of doubt, this clause is without prejudice to clause 12.1 and nothing in this clause requires the Sponsor to undertake any activity that would infringe on the Intellectual Property Rights of any third party.

32. Sponsor Indemnity	This clause revokes and replaces clause 13.1 in Section 2. The Sponsor must indemnify each Relevant Person against any loss, damage, cost or expense suffered or incurred by that Relevant Person arising directly or indirectly from, and as a reasonably foreseeable consequence of, the Sponsor's breach of this Agreement. The Agency must mitigate (and take reasonable steps to procure that any applicable Relevant Person mitigates) any such loss.
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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
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Total number of enrolled domestic Students	Refer to Establishment Roll set out in Specific Term #4.
EQI	382
School type	Composite
Property type	Third Party Leased
Māori medium school	Not Applicable
Pacific medium school	Not Applicable
Isolation Index	0.17
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
**Twin Oaks Classical School
Charter School | Kura Hourua**

Dated: 14 February 2025

IN CONFIDENCE

Sponsor and Charter School Details

1. Name of Sponsor	Twin Oaks Classical School Limited
2. Name of Charter School	Twin Oaks Classical School
3. Date of Charter School Agreement	14 February 2025

4. Charter School Commencement Date	14 July 2025
5. Performance Plan last updated	February 2025

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

10 March 2025

Date

SIGNED by Twin Oaks Classical School
Limited

Authorised Signatory

Tuhi Isaachsen, Board Chair

Print Name and Position

10th March 2025

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 	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. Performance Target: 80% Minimum Performance Threshold: 60% The Sponsor will be required to adopt an attendance management plan based on STAR (the Stepped Attendance Response	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.

	system) within six months of the Commencement Date					
2. Student Achievement 	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. Performance Target: 80% Minimum Performance Thresholds: 70% Reading 35% Writing and Maths	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 • Writing • Mathematics </td><td> Qualification attainment: • US Diploma (governed by and assessed in line with Accredited Commission for Schools, Western Association of Schools and Colleges) </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 • Writing • Mathematics	Qualification attainment: • US Diploma (governed by and assessed in line with Accredited Commission for Schools, Western Association of Schools and Colleges)
Years 3 to 10	Years 11 and above					
• Reading • Writing • Mathematics	Qualification attainment: • US Diploma (governed by and assessed in line with Accredited Commission for Schools, Western Association of Schools and Colleges)					

		Initial assessment measures:	
		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)	
		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 	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.