

Year: 2018

Quarter: Quarter 3

School Details

School: The Rise UP Academy
 Type: Contributing Primary (Years 1-8) School number:
 School Physical Address: 22 Rosella Road, Mangere East, Auckland 2024
 School Postal Address: PO Box 23-165, Hunters Corner, Auckland 2155
 School Website: www.riseupacademy.school.nz

School Leader

Name: Sita Selupe Position: Principal/CEO
 Mobile: s 9(2)(a) OIA Email: sita.s@riseuptrust.org.nz

Person Responsible for Teaching and Learning (if different from above)

Name: Sita Selupe Position: Principal/CEO
 Mobile: s 9(2)(a) OIA Email: sita.s@riseuptrust.org.nz

Sponsor Representative/ Key Contact

Name: The Rise UP Trust
 Key Contact: Sita Selupe Position: CEO
 Mobile: (021)0203 7755 Email: sita.s@riseuptrust.org.nz

Organisational Structure

Have there been any changes to your organisational structure this quarter (including arrival/departure of trustees, change in CEO, changed management/governance functions of the school leadership)?

Please Choose

If yes, please provide details of the changes. If no, please specify "n/a".

N/A

Teaching Positions

The contracted number of teaching positions is listed in Clause 1 of Schedule 4 of the Partnership Schools Agreement, and the contracted number or percentage of Registered Teachers and Holders of Limited Authority to Teach (LAT) is listed in Clause 2 of Schedule 4. The contracted percentage of curriculum time taught by Registered Teachers and holders of a Limited Authority to Teach is stated in Clause 3 of Schedule 4.

NOTE: These may have been amended via Contract Variation.

Please enter the information below on the teaching positions in relation to the current quarter.

Teaching Positions	Contract	Quarter 1	Quarter 2	Quarter 3
Number of persons holding a current practising certificate	7 (min)	7	7.0	7
Number of persons holding a Limited Authority to Teach (LAT)	1.5	0	1.5	1.5
Number of teaching staff who do not hold a current practising certificate or LAT	0.0	0	0.0	0
Total	8.5	7	8.5	9
% curriculum time taught by a person holding a current practising certificate or LAT	100%	100.0%	100.0%	100.0%

If the actual number/percentage reported above is outside of the contracted performance standard, please provide an explanation and advise the date by which the situation will be rectified. If numbers and percentages are as agreed, please specify "n/a".

N/A

Term Dates

Term dates are specified in Clause 3 of Schedule 1 of the Partnership Schools Agreement, but may be changed via a Contract Variation. Please enter the actual start and end dates for each term in the table below.

	Start Contracted	End Contracted	Total Days	Actual Start	Actual End
Term 1	1/02/2018	12/04/2018	46.0	1/02/2018	12/04/2018
Term 2	30/04/2018	6/07/2018	49.0	30/04/2018	6/07/2018
Term 3	23/07/2018	28/10/2018	39.0	23/07/2018	28/09/2018
Term 4	15/10/2018	12/12/2018	47.0		

If the term dates are different to those that have been agreed, please provide an explanation. If the term dates are the same as those agreed, please specify "n/a".

N/A

Enrolment Details

Please indicate your school's actual roll below, as at the end of the term.

Current year levels:

Year

1

to year

8

Enrolment details	Contracted	Q1 Actual (as at 31 March)	Q2 Actual (as at 30 June)	Q3 Actual (as at 30 Sept)
Actual roll: number of students in years 1-6	N/A	78	77	77
Actual roll: number of students in years 7-8	N/A	22	22	23
Actual roll	N/A	100	99	100
Guaranteed Minimum Roll	N/A	N/A	NA	NA
Minimum Roll	NA	N/A	NA	NA
Maximum Roll	200	200	200	200
Enrolment Variance	100	0%	-1%	0%

Please provide further details if your roll is not between the [GMR/Minimum Roll/Enrolment Variance] and the Agreed Maximum Roll. If the actual enrolment numbers are as agreed, please specify "n/a".

N/A

Student Engagement

Student Engagement performance standards are set out in Clause 2.2 of Schedule 6 of the Partnership Schools Agreement. Annex A to Schedule 6 provides specific performance standards for each year level.

Please provide your student engagement results for this quarter below.

Student Engagement	Annual Performance Standard	Q1	Q2	Q3	YTD	Annual Limit
Unjustified Absences [year 1-6]	0.01 multiplied by the number of Students multiplied by the number of days the School is open	6.0	8	8	22.0	179
Unjustified Absences [year 7-8]	0.028 multiplied by the number of Students multiplied by the number of days the School is open	3.0	2	0	5.0	502
Stand Downs [year 1-6]	0	0	0	1	1	0
Stand Downs [year 7-8]	2.1 occurrences per year per 100 Students	0	0	0	0	2
Suspensions [year 1-6]	0	0	0	0	0	0
Suspensions [year 7-8]	0.42 occurrences per year per 100 Students	0	0	0	0	0
Exclusions [year 1-6]	0	0	0	0	0	0
Exclusions [year 7-8]	0.15 occurrences per year per 100 Students	0	0	0	0	0

Please provide details if you have not met any of the student engagement performance standards. If you have met all performance standards, please specify "n/a".

The Principal enforced a Stand down of a year 5 student which exceeds the annual limit of 0 stand downs. MOE Procedures and guidelines have been adhered ensuring the Safety and Well-being of all students.

Wellbeing@School Survey

Schedule 6 of the Partnership Schools Agreement requires you to run the Wellbeing@School Survey annually.

NOTE: The Wellbeing@School survey is only available for students in years 5 and above.

Last completed:

(DD/MM/YYYY)

18.10.2018

Next scheduled: (NA if already completed in 2018)

(DD/MM/YYYY)

If you have completed the Wellbeing@School survey for this year, please summarise the key findings and any actions you are taking, or that you are planning to take, in response to the survey's findings.

The well-being survey is a resource which promotes and generates discussion on the well-being of our students at Rise UP Academy. The student population will be different from the previous year as we have included the year 4 children in the survey. There were fifty one children who participated in the well-being survey for 2018.

Our well-being survey goals for 2018 :

1. Improve pro-social student culture & student's social strategies
2. Reduce the number of students who experience aggressive behaviour such as name calling, leaving each other out in a mean way, telling lies in a mean way is reduced.

Targeting Priority Learners

Clause 2.4 of Schedule 6 of the Partnership Schools Agreement requires you to target a minimum of 75% priority learners. Please complete the table below on Priority Learners in relation to the current quarter.

NOTE: a student can only be counted in one category, even if they identify with more than one priority group.

Target % priority learners	Actual % priority learners		
	Q1	Q2	Q3
75%	100	100	100

Please provide an explanation if your quarterly result is lower than 75%. You may also choose to comment even if you have met the target range. If you have no comment, please specify "n/a".

N/A

School Curriculum

Curriculum and Qualifications are set out in Schedule 2 of the Partnership Schools Agreement. Please state if there have been any changes to the agreed Learning Areas identified in Clause 2 of Schedule 2.

Please Choose

Please provide further information if there have been changes to the agreed Learning Areas. If there have not been any changes, please specify "n/a".

N/A

Financial Performance

Financial Performance Measures are set out in Clause 2.3 of Schedule 6 of the Partnership Schools Agreement.

Operating Surplus (Target: 2%-5%)

The Operating Surplus is the difference between total revenue and total expenditure (including interest expenses, tax, and depreciation on assets). Schools should generally have a small surplus each year to ensure sufficient reserves are available to provide for any unexpected expenditure.

The Operating Surplus is calculated as follows:

Net Surplus after expense, taxes, depreciation and amortisation divided by total revenue.

Operating (Net) Surplus	Q1	Q2	Q3	YTD
Income (\$)	\$261,716	\$341,349	\$236,851	\$839,916
Expenditure - incl interest, tax & depreciation (\$)	\$294,067	\$300,145	\$330,762	\$924,974
Operating (Net) Surplus (\$) - after interest and taxes	-\$32,351	\$41,204	-\$93,911	-\$85,058
Operating (Net) Surplus (%)	-12.4%	12.1%	-39.6%	-10.1%

Please provide an explanation if the quarterly result does not meet the performance standard. Your explanation should outline the reasons for this, what actions you are taking to remedy the situation, and an estimated date by which the Operating Surplus will meet the performance standard. You can comment even if you have met the performance standard. If you have no comment, please specify "n/a".

A significant amount of additional costs have been incurred in relation to the transition from a Charter School to a Designated Special Character School - for example, lawyers fees currently sitting at \$18k and termination payout for the Principal. Please note: The Q1 figure has been updated to reflect a small adjustment made.

Working Capital Ratio (Target: at least 2:1)

The Working Capital Ratio includes a school's ability to meet their short-term financial obligations through sound financial operation. Having a Working Capital Ratio of at least 1:1 means that a school is able to pay its short-term debts and operate with some flexibility. For example, if the Working Capital Ratio is 1.35:1, this would mean that for every \$1 of current liabilities owed, the school has \$1.35 current assets to use to meet their short-term financial obligations.

The Working Capital Ratio is calculated as follows:
current assets divided by current liabilities

Working Capital Ratio	Q1	Q2	Q3
Current Assets (\$)	\$615,448	\$625,847	\$298,215
Current Liabilities (\$)	\$363,883	\$325,767	\$82,363
Working Capital (\$)	\$251,565	\$300,080	\$215,852
Ratio (e.g. 2:1)	1.7:1	1.9:1	3.6:1

Please provide an explanation if the quarterly result does not meet the performance standard. Your explanation should outline the reasons for this, what actions you are taking to remedy this, and an estimated date by which the Working Capital Ratio will meet the performance standard. You can comment even if you have met the performance standard. If you have no comment, please specify "n/a".

Please note: The Q1 & Q2 figures have been updated to reflect small adjustments made.

Debt Equity Ratio (Target: Maximum 0.5:1)

A Debt Equity Ratio indicates how much debt an organisation is using to finance its assets relative to the amount of value it holds in equity. A ratio lower than 1 indicates that the entity has taken on manageable debt levels and has a low risk, and the lower the number, the less risk the entity is exposed to.

The Debt Equity Ratio is calculated as follows:
total liabilities divided by total equity

Debt Equity Ratio	Q1	Q2	Q3
Equity (\$)	\$478,000	\$519,248	\$425,337
Total Liabilities (\$)	\$363,883	\$325,767	\$82,363
Ratio (eg 0.5:1)	0.8:1	0.6:1	0.2:1

Please provide an explanation if the quarterly result does not meet the performance standard. Your explanation should outline the reasons for this, what action you are taking to remedy this, and an estimated date by which the Debt Equity Ratio will meet the performance standard. You can comment even if you have met the performance standard. If you have no comment, please specify "n/a".

Please note: Some Q1 & Q2 figures have been updated to reflect small adjustments made.

Operating Cash Flow (Target: positive operating cash flow)

Operating Cash Flow represents the net inflow and outflow of cash in relation to the operating activities of your school for the quarter. A positive Operating Cash Flow indicates that the school is able to generate sufficient cash flow to maintain and grow its operations.

The Operating Cash Flow is calculated as follows:

by adjusting the net surplus to take into account non-cash income and operating expenses, and changes to working capital (excluding cash)

	Operating Cash Flow	Q1	Q2	Q3	YTD
	Operating (Net) Surplus - after tax	-\$32,351	\$41,204	-\$93,911	-\$85,058
less	Non-cash income (eg Establishment Funding released over time)	\$0	\$0	\$0	\$0
plus	Non-cash Operating Expenses (eg depreciation)	\$10,529	\$8,595	\$9,683	\$28,807
less	Changes in Working Capital - excluding cash*	-\$229,098	\$38,116	-\$37,582	-\$228,564
	Operating Cash for the quarter (\$)	\$207,276	\$11,683	-\$46,646	\$172,313

* Increases in Working Capital should be inputted as a positive number, whereas decreases in Working Capital should be inputted as a negative number.

Please provide an explanation if the quarterly result does not meet the performance standard. Your explanation should outline the reasons for this, what action you are taking to remedy this, and an estimated date by which the Operating Cash Flow will meet the performance standard. You can comment even if you have met the performance standard. If you have no comment, please specify "n/a".

The negative operating cash for the quarter links back to the significant expenses incurred in the transition of the school.
note: Some Q1 & Q2 figures have been updated to reflect small adjustments made.

Please

Debt Service Coverage Ratio

Clause 18.2 of the Partnership Schools Agreement requires you to report on your Debt Service Coverage Ratio as part of each quarterly and each annual report if you are servicing any term debt. The Debt Service Coverage Ratio is a measure of the cash flow available to pay current debt obligations. It states forecast net operating income as a multiple of debt obligations due within one year. If the ratio is less than 1, the borrower is unable to pay current debt obligations without drawing on outside sources - without, in essence, borrowing more. If it is too close to 1 - say 1.1 - the entity is vulnerable, and a minor decline in cash flow could make it unable to service its debt.

The Debt Service Coverage Ratio is calculated as follows:

by dividing the forecast net operating surplus for the next 12 months (before interest, taxes and lease payments) by the total of debt obligations due within one year (including interest, principal, sinking fund and lease payments, and including property and other operating leases, eg photocopiers).

18.2(b) Has the Sponsor serviced any interest, principal or lease payments?

Yes

Please complete the table below if the answer is "yes".

Debt Service Coverage Ratio	Q1	Q2	Q3	YTD
Forecast Operating (Net) Surplus for the next 12 months - after interest and taxes	\$39,543	\$39,543	\$39,543	\$118,629
Forecast Interest and Lease Payments Payable for the next 12 months	\$16,704	\$16,704	\$16,704	\$50,112
Forecast Operating (Net) Surplus before interest, lease payments and taxes for the next 12 months	\$56,247	\$56,247	\$56,247	\$168,741
Total debt obligations due in the current next 12 months (including interest, principal, sinking fund and lease payments, and including property and other operating leases (eg photocopiers))	\$16,704	\$16,704	\$16,704	\$50,112
Debt Service Coverage Ratio (%)	3.4:1	3.4:1	3.4:1	3.4:1

18.2(a) Has the Sponsor defaulted on any of its debt obligations, or can reasonably anticipate that it may soon default on any of its debt obligations?

No

Please provide further detail if the answer is "yes". If the answer is "no", please specify "n/a".

Please note: Adjusted numbers highlighted red had been initially entered in Q1 & Q2 as the full year rather than 1/4.

Operational Management

Parents, family, whānau, iwi and community engagement policy

Yes

Clause 10.6 of the Partnership School Agreement requires you to publish and comply with your parents, family, whānau, iwi and community engagement policy. Please confirm whether you have complied with the requirements set out in Clause 10.6 of your Agreement.

Yes

If you have not published or complied with this policy, please provide commentary below. If you have published and complied with this policy, please specify "n/a".

N/A

Policies for ensuring a safe physical and emotional environment for students

Clause 7.5 of the Partnership School Agreement requires you to prepare and provide to the Minister the school's policies for ensuring a safe physical and emotional environment for students. Following their approval, these become an operative document with which you must comply. Please confirm whether you have complied with the requirements set out in Clause 7.5 of your Agreement.

Yes

If you have not complied with these policies, please provide commentary below. If you have complied with this policy, please specify "n/a".

N/A

Official complaints received by the Sponsor

Clause 10.5 of the Partnership School Agreement sets out requirements relating to complaints. Please identify if you received any official complaints during the quarter.

No

Please describe each complaint in general terms, without information that may be deemed confidential. Please also describe how each complaint has been resolved. If there have been no official complaints this quarter, please specify "n/a".

N/A

Challenges received under the Independent Review Framework (IRF)

Clause 1 of Schedule 8 of the Partnership School Agreement sets out requirements relating to the Independent Review Process. Please identify whether any students or parents, families and/or whānau of students have sought to use the Independent Review Process (IRP) to challenge any decisions, actions or omissions of the Partnership School.

No

Please describe any challenges using the IRP in general terms, without information that may be deemed confidential. Please also describe how each challenge has been resolved under the IRP. If there have been no challenges under the IRP this quarter, please specify "n/a".

N/A

Contractual Requirements

Contractual requirements are set out in the Partnership Schools Agreement as follows:

- Part 2: Key Requirements
- Part 3: Performance Regime
- Part 7: General Requirements of the Agreement for the current quarter.

Please identify if you have met each of the contractual requirements specified below.

Part 2 of the Agreement: Key Requirements

Clause	Q1	Q2	Q3
2.1(c): the Sponsor has acted in accordance with all of its approved operative documents (ie Parents, family, whānau, iwi and community engagement policy and policies for ensuring a safe physical and emotional environment).	Met	Met	Met
9.1(a): the Sponsor will ensure that it teaches its students in accordance with the Curriculum described in Schedule 2.	Met	Met	Met
9.1(b): notwithstanding any description of the Curriculum in Schedule 2, the Sponsor must ensure that the Curriculum is, at a minimum, in line with any Foundation Curriculum Policy Statement.	Met	Met	Met
14.2: the Sponsor will ensure that it has, at all times, the equipment that is suitable for the Curriculum			

7.2: the Sponsor will ensure that it has, at all times, the equipment that is suitable for the Curriculum being delivered or to be delivered at the school, the class level(s) and abilities of its students.	Met	Met	Met
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If any of the above have been recorded as "Not Met" for the quarter, please record the clause number, reason, and remedy or mitigation for this. If all Key Requirements have been met, please specify "n/a".

N/A

Part 3 of the Agreement: Minimum Requirements and Performance Regime

Clause	Q1	Q2	Q3
16.1(a): no serious incident occurs in relation to the School that compromises the health and safety of a Student that could reasonably have been prevented by the Sponsor.	Met	Met	Met
16.1(b): no serious criminal activity is discovered to have taken place on the premises.	Met	Met	Met
16.1(c): the Sponsor has operated the School in accordance with the requirements set out in the requirements set out in the Gazette Notice.	Met	Met	Met
16.1(e): the Sponsor has accepted students in accordance with clauses 7.2 to 7.4 of the Agreement.	Met	Met	Met
16.1(f): The School hours and term dates have not reduced below the minimum levels set out in Schedule 1 of the Agreement.	Met	Met	Met
16.1(g): the stand down or suspension periods for Student have not exceeded the maximum periods set out in the Act.	Met	Met	Not Met
16.1(h): the Sponsor has complied with the legislative requirements in relation to standing down, suspending, excluding or expelling.	Met	Met	Met
16.1(i): the Sponsor has complied with every direction given under the Act or the Agreement.	Met	Met	Met
16.1(j): any transport required is provided as described in Schedule 3 of the Agreement.	Met	Met	Met
16.1(k): the Sponsor has a person appointed as the person responsible for teaching and learning at all times with a proven background in educational leadership.	Met	Met	Met
16.1(n): The Sponsor has complied with all requirements in relation to Police vetting under clauses 78C to 78D of the Act (as applied by section 158U of the Act) and reporting on Police vetting under the Agreement.	Met	Met	Met
16.1(q): the Sponsor has reported to parents in accordance with clause 7.8 of the Agreement.	Met	Met	Met
18.1(a) and (b): in addition to the requirements for enrolment records set out in Section 77A of the Act, the Sponsor must: (i) use a student management system that is approved by the Minister for use by the Sponsor, which the Minister notifies the Sponsor of in writing; and (ii) use electronic attendance files for gathering data on Student attendance at School.	Met	Met	Met
18.1(c): the Sponsor must maintain detailed records in accordance with prudent business practice and sufficient to enable the Sponsor to complete its reporting obligations under this Agreement, the Act or any other applicable laws.	Met	Met	Met

If any of the above requirements have been recorded as "Not Met", please record the clause number and reason why it was not met and the remedy or mitigation for this. If all Minimum Requirements have been met, please specify "n/a".

16.1 g was not met due to the need to enforce a Stand down as mentioned above.

Part 4 of the Agreement: General Requirements

Clause	Q1	Q2	Q3
33: The Sponsor will be required to maintain all necessary insurances needed for the ongoing operation of the School in accordance with this Agreement and any applicable laws. This shall include, at a minimum, holding the types of insurance at the levels specified in Schedule 9.	Met	Met	Met
34.4(a): The Sponsor must not sub-contract any obligations under this Agreement without the written consent of the Minister. IF written consent is provided by the Minister, the Sponsor will remain fully responsible for the performance of all obligations under the Agreement (and responsible and liable for any non-performance) and will be responsible for all acts, defaults, and neglects of any sub-contractor.	Met	Met	Met
34.5(a): The Sponsor may not assign or transfer any of its rights of obligations under this Agreement without the written consent of the Minister.	Met	Met	Met

If any of the above requirements have been recorded as "Not Met", please record the clause number and reason why it was not met and the remedy or mitigation for this. If all General Requirements have been met, please specify "n/a".

n/a

Year:

2018

Date:

15-Nov-18

School Details

School: The Rise UP Academy

Type: Contributing Primary (Years 1-8)

School number:

School Physical Address: 22 Rosella Road, Mangere East, Auckland 2024

School Postal Address: PO Box 23-165, Hunters Corner, Auckland 2155

School Website: www.riseupacademy.school.nz

School Leader

Name: Sita Selupe

Position:

Principal/CEO

Mobile:

s 9(2)(a) OIA

Email:

sita.s@riseuptrust.org.nz

Sponsor Representative/ Key Contact

Name: The Rise UP Trust

Key Contact: Sita Selupe

Position:

CEO

Mobile:

s 9(2)(a) OIA

Email:

sita.s@riseuptrust.org.nz

Please note: the following does not affect the general good faith obligation to cooperate and to raise and discuss matters with one another where appropriate.

Please confirm that you do not anticipate any changes during Quarter 4 to

Changes expected, see explanation below

Organisational Structure:

including arrival/departure of trustees, change in CEO, changed management/governance functions of the school leadership

Teaching Positions:

any changes to the contracted number of teaching positions as listed in Clause 1 of Schedule 4 of the Partnership Schools Agreement, the contracted number or percentage of Registered Teachers and Holders of Limited Authority to Teach (LAT) is listed in Clause 2 of Schedule 4 or the contracted percentage of curriculum time taught by Registered Teachers and holders of a Limited Authority to Teach is stated in Clause 3 of Schedule 4. NOTE: These may have been amended via Contract Variation.

School Curriculum

Curriculum and Qualifications are set out in Schedule 2 of the Partnership Schools Agreement. Do you anticipate any changes to the agreed Learning Areas identified in Clause 2 of Schedule 2 in Quarter 4?

If any changes are anticipated to any of the above, please provide details of the expected changes. If no, please specify "n/a".

There will be a change in Management as Kui Sifaheone takes up the position of Principal in term four.

Please notify the Contract Manager if any of the following occurs before 5 December 2018:

Student Engagement

Please notify the Contract Manager if you have had any stand-downs, suspensions, exclusions or expulsions during Quarter 4.

Official complaints received by the Sponsor

Clause 10.5 of the Partnership School Agreement sets out requirements relating to complaints. Please notify the Contract Manager if you receive any official complaints during Quarter 4

Challenges received under the Independent Review Framework (IRF)

Clause 1 of Schedule 8 of the Partnership School Agreement sets out requirements relating to the Independent Review Process. Please notify your Contract Manager if any students or parents, families and/or whānau of students have sought to use the Independent Review Process (IRP) to challenge any decisions, actions or omissions of the Partnership School in Quarter 4

Please confirm that you have met, and expect to continue to meet through Quarter 4:

Met, expect to continue to meet. Notify Ministry if changes occur

Operational Management

Parents, family, whānau, iwi and community engagement policy

Clause 10.6 of the Partnership School Agreement requires you to publish and comply with your parents, family, whānau, iwi and community engagement policy. Please confirm that you expect to comply with the requirements set out in Clause 10.6 of your Agreement for Quarter 4.

Policies for ensuring a safe physical and emotional environment for students

Clause 7.5 of the Partnership School Agreement requires you to prepare and provide to the Minister the school's policies for ensuring a safe physical and emotional environment for students. Following their approval, these become an operative document with which you must comply. Please confirm you expect to comply with the requirements set out in Clause 7.5 of your Agreement for Quarter 4.

Contractual Requirements

Contractual requirements are set out in the Partnership Schools Agreement as follows:

- Part 2: Key Requirements
- Part 3: Performance Regime
- Part 7: General Requirements of the Agreement for the current quarter.

Part 2 of the Agreement: Key Requirements

Clause
2.1(c): the Sponsor has acted in accordance with all of its approved operative documents (ie Parents, family, whānau, iwi and community engagement policy and policies for ensuring a safe physical and emotional environment).
9.1(a): the Sponsor will ensure that it teaches its students in accordance with the Curriculum described in Schedule 2.
9.1(b): notwithstanding any description of the Curriculum in Schedule 2, the Sponsor must ensure that the Curriculum is, at a minimum, in line with any Foundation Curriculum Policy Statement.

14.2: the Sponsor will ensure that it has, at all times, the equipment that is suitable for the Curriculum being delivered or to be delivered at the school, the class level(s) and abilities of its students.

Part 3 of the Agreement: Minimum Requirements and Performance Regime

Clause
16.1(a): no serious incident occurs in relation to the School that compromises the health and safety of a Student that could reasonably have been prevented by the Sponsor.
16.1(b): no serious criminal activity is discovered to have taken place on the premises.
16.1(c): the Sponsor has operated the School in accordance with the requirements set out in the requirements set out in the Gazette Notice.
16.1(e): the Sponsor has accepted students in accordance with clauses 7.2 to 7.4 of the Agreement.
16.1(f): The School hours and term dates have not reduced below the minimum levels set out in Schedule 1 of the Agreement.
16.1(g): the stand down or suspension periods for Student have not exceeded the maximum periods set out in the Act.
16.1(h): the Sponsor has complied with the legislative requirements in relation to standing down, suspending, excluding or expelling.
16.1(i): the Sponsor has complied with every direction given under the Act or the Agreement.
16.1(j): any transport required is provided as described in Schedule 3 of the Agreement.
16.1(k): the Sponsor has a person appointed as the person responsible for teaching and learning at all times with a proven background in educational leadership.
16.1(n): The Sponsor has complied with all requirements in relation to Police vetting under clauses 78C to 78D of the Act (as applied by section 158U of the Act) and reporting on Police vetting under the Agreement.
16.1(q): the Sponsor has reported to parents in accordance with clause 7.8 of the Agreement.
18.1(a) and (b): in addition to the requirements for enrolment records set out in Section 77A of the Act, the Sponsor must: (i) use a student management system that is approved by the Minister for use by the Sponsor, which the Minister notifies the Sponsor of in writing; and (ii) use electronic attendance files for gathering data on Student attendance at School.
18.1(c): the Sponsor must maintain detailed records in accordance with prudent business practice and sufficient to enable the Sponsor to complete its reporting obligations under this Agreement, the Act or any other applicable laws.

Part 7 of the Agreement: General Requirements

Clause
33: The Sponsor will be required to maintain all necessary insurances needed for the ongoing operation of the School in accordance with this Agreement and any applicable laws. This shall include, at a minimum, holding the types of insurance at the levels specified in Schedule 9.
34.4(a): The Sponsor must not sub-contract any obligations under this Agreement without the written consent of the Minister. IF written consent is provided by the Minister, the Sponsor will remain fully responsible for the performance of all obligations under the Agreement (and responsible and liable for any non-performance) and will be responsible for all acts, defaults, and neglects of any sub-contractor.
34.5(a): The Sponsor may not assign or transfer any of its rights of obligations under this Agreement without the written consent of the Minister.

If you do not expect to comply with the above policies and/or contractual requirements in Quarter 4, please provide commentary below. If you expect to comply with this policy, please specify "n/a".

n/a

If there are any other matters or issues that you would like raise, please comment below.

n/a