MINISTRY OF EDU			Partnership S	chools Kur	a Hourua	
	Year:	2018		Quarter:	Quarter 3	•
School Deta	ils					
School:	Te Kopuku High					
Type:	Senior Seconda	ry (Year 7-9)			School n	umber:
School P	Physical Address:	70 Forem	an Road, Avalon, Hamilton	3742		
School P	Postal Address:	PO Box 1	66, Ngaruawahia 3742			
School V	Vebsite:	www.teko	pukuhigh.school.nz			
School Leade Name: Mobile:	Cath Rau	s 9()	2)(a) OIA Email:	cath.rau@tekopu	Position:	: Principal
Person Respo	onsible for Tea	aching and Lea	rning (if different fro	m above)		
Name:	Cath Rau				Position	: Principal
Mobile:		s 9(2)(a) OIA Email:	cath.rau@tekopu	ukuhigh.school.nz	
Sponsor Repr	resentative/ K	ey Contact				
Name:		Kia Ata Mai Educat	ional Trust			
Key Con	tact:	Hemi Rau			Position	Chief Operating O
Mobile:		s 9(2	(a) OIA Email:	hemi.rau@tekop	ukuhigh.school.nz	
	re been any change			ncluding arrival/departure	of trustees, change in CEO, cha	anged

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.

We have had membership to an EBOT approved by the Ministr of Education as we shift from the Partnership Model to Special Characte designation.

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

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

Teaching Positions	Contract	Quarter 1	Quarter 2	Quarter 3
Number or Percentage of persons holding a current practising certificate	100% (Minimum)	10	10	9
Number or Percentage of persons holding a Limited Authority to Teach (LAT)	100% (Williamum)	1	1	1
Number or Percentage of teaching staff who do not hold a current practising certificate or LAT		0	0	0
Total	100%	11	11	10
% curriculum time taught by a person holding a current practising certificate or LAT	80%	100%	100%	1000%

Please note: Contracted teaching position standards are as noted by the sponsor in the draft variation template, but are not yet confirmed or agreed by way of 2018 Variation

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".

One t	teacher's	s practicing	certificate	expired.	The teacher	r has since	reapplied	to the	NZ 1	Teachers'	Council.

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	29/01/2018	11/04/2018	53.0	29/01/2018	11/04/2018		
Term 2	30/04/2018	4/07/2018	47.0	30/04/2018	4/07/2018		
Term 3	23/07/2018	26/09/2018	48.0	23/07/2018	26/09/2018		
Term 4	15/10/2018	11/12/2018	45.0				
Please note: "Contracted" term dates are as noted by sponsor in Q1 report. Not yet agreed by way of 2018 Variation 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".							

Enrolment	Details

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

Current year levels:

Enrolment details	Contracted	Q1 Actual (as at 31 March)	Q2 Actual (as at 30 June)	Q3 Actual (as at 30 Sept)
Actual roll	N/A	163	159	160
Guaranteed Minimum Roll	N/A	NA	NA	NA
Minimum Roll (2017 contracted standard)	67	NA	NA	NA
Maximum Roll	300	300	300	300

to year

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Please provide further details if there are any other issues you wish to report. Please specify "n/a" if you do not have any.

Year

Student Engagement

Enrolment Variance

Student Engagement performance standards are set out if 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	0.028 multiplied by the number of Students multiplied by the number of days the School is open	85	53	41	179	859
Stand Downs	2.1 occurrences per year per 100 Students	0	0	0	0	3
Suspensions	0.42 occurrences per year per 100 Students	0	0	0	0	1
Exclusions	0.15 occurrences per year per 100 students	0	0	0	0	0
Expulsions	0	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".

n/a		

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)	
9/08/2018	

Next scheduled: NA if already completed in 2018	3
(DD/MM/YYYY)	
9/08/2019	

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.

Provided in Quartlerly 2 report

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				
raiget % 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".

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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 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 (Standard: between 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 (\$)	\$495,115	\$594,309	521225	\$1,610,649
Expenditure - incl interest, tax & depreciation (\$)	\$449,668	\$504,150	559770	\$1,513,588
Operating (Net) Surplus (\$) - after interest and taxes	\$45,447	\$90,159	-\$38,545	\$97,061
Operating (Net) Surplus (%)	9.2%	15.2%	-7.4%	6.0%

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".

Te Kopuku High reported a loss for the Sept 2018 quarter. Income dropped \$73,000. The kura received less MOE funding and sponsorship. Expenses increased \$55,600. Regular trade expenses remained stable. There were three one-off events that raised costs for the period. In July there were three pay periods. Extra gross salaries were paid - this happens twice a year. A large donation was made to a charitable organisation to assist a worthy cause. Office renovations were required to prepare for changes in 2019. These three non-regular events cost an extra \$61,400. We do not expect any further donations or extra pay periods in the December quarter. There may be further renovations and our sponsor may assist if required.

Working Capital Ratio (Standard: 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 (\$)	\$170,325	\$391,358	538995
Current Liabilities (\$)	\$93,482	\$210,802	381586
Working Capital (\$)	\$76,843	\$180,556	\$157,409
Ratio (eg 2:1)	1.8:1	1.9:1	1.4:1

r lease provide an explanation if the quarterly result does not meet the performance standard. Total explanation should outsine 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".

Working capital ratio is less than the target and has declined since the last quarter. The kura is able to pay debts as they fall due. We have not experienced any liqudity issues yet. Trade creditors and taxes are always paid on time. We have sufficient cash reserves at present and we pay careful attention to monthly cashflow requirements as part of our regular internal controls

Debt Equity Ratio (Standard: 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 (\$)	\$557,039	\$772,487	733941
Total Liabilities (\$)	\$101,710	\$219,030	389814
Ratio (eg 0.5:1)	0.2:1	0.3:1	0.5:1

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".

Standard met	

Operating Cash Flow (Standard: 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)

υ.	Operating Cash Flow		Q2	Q3	YTD
	Operating Cash Flow	Q1	Q2	પુરુ	עוז
	Operating (Net) Surplus - after tax	\$45,447	\$90,159	-\$38,545	\$97,061
	Non-cash income (eg Establishment Funding released over time)	\$0	\$0	0	\$0
plus	Non-cash Operating Expenses (eg depreciation)	\$28,500	\$36,555	34063	\$99,118
less	Changes in Working Capital - excluding cash*	\$533	\$116,814	-170278	-\$52,931
	Operating Cash for the quarter (\$)	\$73,414	\$9,900	\$165,796	\$249,110

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

standard met					
Service Coverage Ratio					
		D.110 : 0	D.:		
Clause 18.2 of the Partnership Schools Agreement report if you are servicing any term debt. The Debt	. , , ,		•	, ,	
forecast net operating income as a multiple of debt	obligations due within one year	ar. If the ratio is less tha	an 1, the borrower is	s unable to pay cur	rent debt
obligations without drawing on outside sources - wit decline in cash flow could make it unable to service		nore. If it is too close to	1 - say 1.1 - the en	tity is vulnerable, a	nd a minoi
decline in cash now could make it unable to service	its debt.				
The	e Debt Service Coverage Ra	atio is calculated as fo	ollows:		
by dividing the forecast net operating surplus for th year (including interest, principal, sinking					
year (including interest, principal, sinking	g fullu allu lease payments, ai	nd including property ar	id other operating is	eases, eg priotocop -	<i>ners)</i> .
18.2(f) Has the Sponsor serviced any interest, p	principal or lease payments	?			No
				L	
Please complete the table below if the answer is "ye					
Debt Service Coverage Ratio Forecast Operating (Net) Surplus for the next	Q1	Q2	Q3 45500	YTD	
12 months - after interest and taxes	\$4,000	\$90,160	45500	\$139,660	
Forecast Interest and Lease Payments Payable	\$362,592	\$362,600	190000	\$915,192	
for the next 12 months Forecast Operating (Net) Surplus before		+,		*******	
interest, lease payments and taxes for the next	\$366,592	\$452,760	\$235,500	\$1,054,852	
12 months					
Total debt obligations due in the current next 12 months (including interest, principal, sinking			190000		
fund and lease payments, and including	\$362,592	\$362,600		\$915,192	
property and other operating leases (eg					
photocopiers) Debt Service Coverage Ratio (%)	1:1	1.2:1	1.2:1	1.2:1	
		•			
18.2(e) Has the Sponsor defaulted on any of its default on any of its debt obligations?	debt obligations, or can rea	isonably anticipate th	at it may soon		No
default on any or its desir obligations.				L	
Please provide further detail if the answer is "yes".	If the answer is "no", please s	specify "n/a".			
n/a					
ational Management				_	
ational Management ts, family, whānau, iwi and community	y engagement policy				Yes
ts, family, whānau, iwi and community					
ts, family, whānau, iwi and community Clause 10.6 of the Partnership School Agreement r	requires you to publish and co			L	
ts, family, whānau, iwi and community	requires you to publish and co			l	
ts, family, whānau, iwi and community Clause 10.6 of the Partnership School Agreement r iwi and community engagement policy. Please con 10.6 of your Agreement.	requires you to publish and col	ed with the requirement	s set out in Clause	d with this policy. p	lease spec
ts, family, whānau, iwi and community Clause 10.6 of the Partnership School Agreement r iwi and community engagement policy. Please con	requires you to publish and col	ed with the requirement	s set out in Clause	d with this policy, p	lease spec

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.
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.
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".
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.
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.

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,	Met	Met	Met
family, whānau, iwi and community engagement policy and policies for ensuring a safe physical and 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 being delivered or to be delivered at the school, the class level(s) and abilities of its students.	Met	Met	Met
If any of the above have been recorded as "Not Met" for the quarter, please record the clause number, recorded the clause number number, recorded the clause number number number, recorded the clause number number number, recorded the clause number	ason, and remedy	or mitigation for th	nis. If all Key
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. 16.1(g): the stand down or suspension periods for Student have not exceeded the maximum periods set	Met	Met	Met
out in the Act. 16.1(h): the Sponsor has complied with the legislative requirements in relation to standing down,	Met	Met	Met
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	Met Met
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	Met	Met	Met
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.	Met	Met	Met
16.1(q): the Sponsor has reported to parents in accordance with clause 7.8 of the Agreement.	Not 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 mitigation for this. If all Minimum Requirements have been met, please specify "n/a". n/a	reason why it was	s not met and the r	emedy or
7 of the Agreement: General Requirements			
Clause 33: The Sponsor will be required to maintain all necessary insurances needed for the ongoing operation of	Q1	Q2	Q3
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 ob written consent of the Minister.	ligations under this Agreement without the	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	s not met and the re	emedy or
mitigation for this. If all General Requirements have been me				•

MINISTRY OF EDUCATION TE TÄHUHU O TE MÄTAURANGA	Partnersl	hip Schools Kur	a Hourua			
Year: 20	118	Date:	15-N	lov-18		
School Details						
School: Te Kopuku High						
Type: Senior Secondary (Year 7-	-9)			School number:		
School Physical Address:	70 Foreman Road, Avalon, Hamilton	n 3742				
School Postal Address:	PO Box 166, Ngaruawahia 3742					
School Website:	www.tekopukuhigh.school.nz					
School Leader						
Name: Cath Rau				Position:	Principal	
Mobile:	O/O)/-) OIA Email:	cath.rau@tekopukuhigh.	school nz	r osition.	Типораг	
S	9(2)(a) OIA	edelinade tellopaltarigi	Serioonii			
Sponsor Representative/ Key Conta	act					
· <u></u>	lai Educational Trust					
Key Contact: Hemi Rau				Position:	Chief Operating Officer	
	2)(a) OIA Email:	hemi.rau@tekopukuhigh	n.school.nz			
	-)(a) OIA					
Please note: the following does not affect	t the general good faith obligation	ion to cooperate and to raise	and discuss matters	s with one anothe	r where appropriate.	
Please confirm that you do not	anticipate any changes	during Quarter 4 to		Changes e.	xpected, see explanation below	w
Organisational Structure:	including arrival/departure	e of trustees, change in CEO, cha	nged management/gove	ernance functions of	the school leadership	
Teaching Positions:	contracted number or percentage	acted number of teaching position centage of Registered Teachers a e of curriculum time taught by Reg se may have been amended via C	and Holders of Limited A gistered Teachers and h	uthority to Teach (L/	AT) is listed in Clause 2 of Scheo	dule 4 or
School Curriculum		ions are set out in Schedule 2 of t in Clause 2 of Schedule 2 in Qua		Agreement. Do you	anticipate any changes to the ac	greed
If any changes are anticipated to any o	of the above, please provide details of	of the expected changes. If no, p	lease specify "n/a".			
EBOT will be fully functioning An additional two teachers will have be	een employed for term 4 as the schoo made to include a senior school curri		in roll in 2019			

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 explusions 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 onissions 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

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 "h/a".
n/a
If there are any other matters or issues that you would like raise, please comment below. nil