

MEMORANDUM OF UNDERSTANDING

Between

**PAERANGI LTD
"Paerangi Board"**

**And
THE MINISTER OF EDUCATION
("Minister")**

FOR THE COLLECTIVE OF MAORI BOARDING SCHOOLS

**Ministry of Education
P O Box 1666
WELLINGTON**

BACKGROUND

- A The Treaty of Waitangi is recognised as New Zealand's founding document and establishes a basis for relations between the Crown and Maori.
- B The Crown recognises it has continuing and special obligations to Maori derived from the Treaty of Waitangi.
- C The Paerangi Board is established as a charitable limited liability company by the Proprietors, Board of Trustees, and Principal of each of the following Maori Boarding Schools, namely: Hato Petera College, Queen Victoria School, Hukarere, St Joseph's Maori Girls' College, Te Aute College, Hato Paora College, and Turakina Maori Girls' College.
- D The Paerangi Board and the Minister (as representative of the Crown) desire to establish a formal relationship consistent with the Treaty of Waitangi to lift the educational achievement of Maori students, and to ensure the viability of education for Maori, within the collective of Maori Boarding Schools.
- E The Paerangi Board and the Minister now seek to define the nature of that formal relationship, based upon the provisions of this Memorandum.

- G This Memorandum records the educational partnership relationship between the Paerangi Board and the Minister.
- H The Board acknowledges that the Minister will maintain an oversight of the educational partnership relationship, but that the operational functions will be undertaken for the Minister by the Ministry of Education ("the Ministry"). Notwithstanding this, the Paerangi Board may from time to time communicate independently with the Minister.
- I The Runanga and the Secretary for Education express their commitment to support the Paerangi Board and the Minister, and have signed this Memorandum as a gesture of that commitment.

TERMS OF THIS UNDERSTANDING

- 1 The Paerangi Board and the Minister will work in an educational partnership relationship to strengthen education outcomes for all students enrolled in Maori Boarding Schools. For the purpose of supporting that educational partnership, the Minister has, subject to an annual appropriation from Parliament and approval of the Paerangi Business Case, and provided appropriate reporting is complied with and specified outcomes met, agreed to pay Paerangi the amounts specified in Schedule 2.

- 2 The term of this relationship shall be for an initial 3 year period to 30th May 2004.

- 3 The Paerangi Board and the Minister have agreed to direct this educational partnership relationship towards strengthening education in Maori Boarding Schools by:
 - (a) Working together to discuss and establish co-operative activities leading to improved educational outcomes for students, improved governance and management of schools, and ensured viability of education for Maori within the collective. The Minister and the Paerangi Board will ensure that their co-operative activities are consistent with the Ministry's Maori Education Strategy including:
 - i. supporting Maori to get more benefit from education; and
 - ii. building the capacity and equality of Maori-medium education.
 - (b) Working together to develop, implement, and manage the Paerangi business case for improved student accommodation, improved student facilities, and improved student outcomes;
 - (c) Working together to support the autonomy of individual schools within the collective;
 - (d) Working together from time to time to consider and progress ancillary and emergency issues.

- 4 The Paerangi Board and the Minister will establish lines of communication for the purpose of assisting with the operation of this Memorandum.

5 Representatives of the Paerangi Board and the Ministry of Education will formally meet once a year to make recommendations to the Paerangi Runanga and Minister and will:

(a) Plan activities that will promote the educational partnership relationship and assess the performance of that relationship including its current initiatives and future development;

(b) Address matters relating to education within the collective of Paerangi schools that are considered to be within the scope of this

Memorandum.

6 Any outcome or resource to be provided as a consequence of the annual meeting is specified in Schedule 1.

7 The Minister and the Paerangi Board acknowledge that the annual meeting does not give a legitimate expectation that resources will be provided for the purpose of supporting the educational partnership relationship.

8 The Minister and the Paerangi Board acknowledge and respect this arrangement in utmost good faith.

9 Nothing in this Memorandum is intended to restrict, limit, or in any way affect the Paerangi Board from complying with its functions, duties, and obligations under its constitution.

10 The Paerangi Board acknowledges that the administrative functions, to support |
the educational partnership for the purpose of this Memorandum, will be
undertaken on the Minister's behalf by the Secretary for Education.

**SIGNED for on behalf of the
PAERANGI LTD by AWI RIDDELL,
Chairperson**

Awī RiddeLL
.....

**SIGNED for on behalf of the PAERANGI
RUNANGA by ALYSON BULLOCK,
Chairperson**

Alyson Bullock
.....

**SIGNED by Trevor Mallard,
MINISTER OF EDUCATION**

Trevor Mallard
.....

**SIGNED by Parekura Horomia,
ASSOCIATE MINISTER OF
EDUCATION**

Parekura Horomia
.....

**SIGNED by Howard Fancy,
SECRETARY FOR EDUCATION**

Howard Fancy
.....

Schedule 1

OUTCOMES FOR WHICH RESOURCES ARE MADE AVAILABLE IN 2001/02

- 1 The management structure for Paerangi Ltd will be established. This involves the appointment of a Chief Executive Officer and support personnel, the setting up of office premises and facilities, and the establishment of operations systems.
- 2 Working relationships will be established with the major stakeholders - Ministry of Education, boards of trustees, proprietors and the schools' communities. Included also are Te Puni Kokiri, other crown agencies as appropriate, iwi and church representatives.
- 3 It is expected that Paerangi Ltd will formulate directions that will contribute to the overall Government's Education Strategy, through working with the Runanga and the Ministry of Education.
- 4 Paerangi Ltd will, in conjunction with the Ministry, develop and co-ordinate the implementation of the Paerangi Business Case.
- 5 Paerangi Ltd will formulate and begin to implement plans to address and manage the collective strategic issues across all of the partnership schools. The proposal for "Benchmarking Maori Boarding Schools" research will be the continued responsibility of Paerangi Ltd.

At each Milestone Reporting Date (Schedule 2) the Paerangi Board will provide the Ministry of Education a report against progress of the above outcomes, additional outcomes to be negotiated during the term of this Memorandum, and a variance report of expenditure against the budget.

Schedule 2

Budget to Paerangi Ltd (establishment costs and three-year funding), is subject to an annual appropriation by Parliament and appropriate progress against identified outcomes. Funding in 2001/02, 2002/03 and 2003/04 is subject to Minister's agreement to a Paerangi Business Case, except for \$60.300 for a Paerangi CEO salary in 2001/02.

Set-up 2000/01 S100,000 (including GST) to be paid upon signing of this Memorandum of Understanding.

Operations 2000/01 \$49,799 (including GST). (\$40,056 already deposited with Paerangi Ltd April 2001. Balance of \$9,743 to be paid upon signing of this Memorandum of Understanding).

Operations 2001/02 S270,858 (including GST)

Operations 2002/03 S278,358 (including GST)

Operations 2003/04 \$222,467 (including GST)

Milestone Reporting Dates (Subject to approval of a business case)

Milestone 1 30th June 2001

Milestone 2 31st December 2001

Milestone 3 30th June 2002

Milestone 4 31st December 2002

Milestone 5 30th June 2003

Milestone 6 31st December 2003

Milestone 7 30th June 2004