

Vanguard Military School

Variation Agreement

2

relating to

Partnership Schools | Kura Hourua

Her Majesty the Queen in right of New Zealand acting by and on
behalf of the Minister of Education

Minister

and

Advance Training Group Limited

Sponsor

December 2016

This Agreement is made on

8th December 2016

between (1) Her Majesty the Queen in right of New Zealand acting by and on behalf of the Minister of Education (Minister)

and (2) Advance Training Group Limited (Sponsor)

Introduction

- A. Section 158D of the Education Act 1989 (the Act) enables the Minister, in the name and on behalf of the Crown, to enter into a contract with a sponsor for the operation, by that sponsor, of a Partnership School | Kura Hourua in accordance with the requirements set out in the Act.
- B. The Minister and the Sponsor (jointly known as "the parties") are parties to such a contract dated 16 September 2013 (the principal Agreement) to operate a Partnership School | Kura Hourua under the agreed terms and conditions.
- C. A variation agreement was drafted and approved by the Minister for the 2015 school year, but was not signed by the Sponsor.
- D. On 15 September 2016 the Minister and the Sponsor amended the principal Agreement ("First Variation").
- E. This Second Variation agreement further amends the principal Agreement (as amended by the First Variation) following the contract review undertaken in 2016, and as required for the 2017 school year.

Effective Part

1. Amendments to the principal Agreement

The parties agree to vary the principal Agreement with effect from the effective date by:

- (a) In clause 35.1 (Definitions and Interpretation) addition of the following definition

"Practising certificate has the meaning given in section 348 of the Education Act 1989"

- (b) The deletion of Clause 2 (International Student vacant place upper limit) of Schedule 1 (Student Enrolment and Absences) and its substitution with the following:

"2. International Student vacant place upper limit

The International Student vacant place upper limit for each Year is as follows:

Year	International Student Cap
2014	Nil
2015	Nil
2016	Nil
2017	Nil
2018	To be determined as a variation to this Agreement in accordance with 7.3(c) of this Agreement
2019	

- (c) The deletion of clause 3.2 (School Terms) of schedule 1 (Student Enrolment and Absences) and its substitution with the following:

"1.2 School terms

The minimum term dates for each Year when the School must be open for teaching Students are as follows:

Year	Term Dates			
2014	Term 1	3 February	until	24 April
	Term 2	5 May	until	4 July
	Term 3	21 July	until	3 October
	Term 4	13 October	until	12 December
	Total = 398 half days			
2015	Term 1	2 February	until	10 April
	Term 2	20 April	until	3 July
	Term 3	20 July	until	2 October
	Term 4	12 October	until	11 December
	Total = 396 half days			
2016	Term 1	25 January	until	15 April
	Term 2	2 May	until	8 July
	Term 3	25 July	until	23 September
	Term 4	10 October	until	9 December
	Total = 388 half days			
2017	Term 1	23 January	until	13 April
	Term 2	1 May	until	7 July
	Term 3	24 July	until	29 September
	Term 4	16 October	until	15 December
	Total = 391 half days including ANZAC day			
2018	To be determined as a variation to this Agreement.			
2019				

- (d) The deletion of clause 3 (Percentage of curriculum time taught by registered Teachers and Holders of Limited Authority to Teach) of Schedule 4 (Governance and Teachers) and its substitution with the following:

" 3. Percentage of Curriculum time taught by Registered Teachers and Holders of Limited Authority to Teach

The percentage of Curriculum taught by registered Teachers and holders of Limited Authority to Teach is as follows:

Year	% Curriculum time taught by Registered Teachers or holders of Limited Authority to Teach
2014	67%
2015	71%
2016	73%
2017	71%
2018	To be determined as a variation to this Agreement.
2019	

- (e) The deletion of clause 2.3 (Financial Performance) of Schedule 6 (Performance Management System) and its substitution with the following:

"2.3 Financial Performance

The Sponsor will be periodically assessed against the following Performance Standards in relation to financial performance:

Measure	Metric	Performance standard						Measure-ment Frequency
		2014	2015	2016	2017	2018	2019	
Operating surplus	Measured through information provided to the Ministry	2%-5%	2%-5%	2%-5%	2%-5%	2%-5%	2%-5%	Quarterly
Working capital ratio		2:1	2:1	2:1	2:1	2:1	2:1	
Debt/ equity ratio		0.5:1	0.5:1	0.5:1	0.5:1	0.5:1	0.5:1	
Operating cash		Positive cash flow forecast = actual	Positive cash flow forecast = actual	Positive cash flow forecast = actual	Positive cash flow forecast = actual	Positive cash flow forecast = actual	Positive cash flow forecast = actual	
Enrolment variance		108	144	156	156	TBC	TBC	

- (f) The deletion of clause 2.4 (Targeting Priority Learners) of Schedule 6 (Performance Management System) and its substitution with the following:

"1.1 Targeting priority learners

The Sponsor will be periodically assessed against the following Performance Standards in relation to targeting priority learners:

Measure	Metric	Performance Standard						Measurement Frequency
		2014	2015	2016	2017	2018	2019	
Enrolment of priority groups	Number of Students who are Māori, Pasifika, students with special education needs and students from low socio-economic backgrounds	75%	75%	75%	75%	To determined as a variation to this Agreement		Quarterly

- (g) The deletion of Annex C (Performance Standards for Student Engagement) of Schedule 6 (Performance Management System) and its substitution with the following:

"2. Secondary (Class Levels 11 to 13)

Measure	Performance Standard (maximum)					
	2014	2015	2016	2017	2018	2019
Unjustified absences	0.028 multiplied by the number of Students multiplied by the number of days the School is open				To determined as a variation to this Agreement	
Stand downs	2.1 occurrences per year per 100 Students					
Suspensions	0.42 occurrences per year per 100 Students					
Exclusions	0.15 occurrences per year per 100 Students					
Expulsions	0					

- (h) The deletion of clauses 1.4(b) and 1.4 (h) from Schedule 7 (Payment) and the replacement of 1.4 (h) with:

'For the purposes of determining any funding component described in the table in paragraph (a) of this sub clause 1.4 where the School's roll is used to calculate a payment, the School's roll will be deemed to be actual roll submitted through relevant roll returns or roll counts from ENROL as below:

Payment date	Roll used to calculate payment
1 January	Agreed projected opening roll, with subsequent adjustment based on 1 March actual roll
1 April	1 March
1 July	1 June
1 October	1 September roll count from ENROL

2. **Effective Date**

The provisions of this Second Variation will come into effect on the date this Second Variation is signed by both parties ("**Effective Date**").

3. **General Provisions**

- 3.1 This Second Variation is intended to supplement and form part of the terms and conditions contained in the principal Agreement. The parties declare that the terms and conditions set out in the principal Agreement remain in full force and effect except to the extent that they have been amended or added to by this Second Variation.
- 3.2 If there is any conflict between the terms and conditions contained in the principal Agreement and the terms and conditions set out in this Second Variation, the terms and conditions of this Second Variation will prevail.
- 3.3 Headings, underlining and bold type are for convenience and do not affect the interpretation of this Second Variation, unless the context requires otherwise.
- 3.4 Each party will do, execute and perform all such acts, deeds, matters and things as may be reasonably required by the other party to enable them to obtain the full benefit and advantage of the terms, intent and meaning of this Second Variation.

Execution

SIGNED as an agreement.

SIGNED by Her Majesty the Queen
in right of New Zealand acting by
and on behalf of the Minister
of Education in the presence of :

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)
)

Heke Parata



Print Name

s 9(2)(a) OIA

Public Servant

Witness Occupation



Place of residence

SIGNED by Advance Training Group Limited



Trustee

s 9(2)(a) OIA

NICK HYDE

Name CEO

Name



Print Name

ADMINISTRATION MANAGER

Witness Occupation

s 9(2)(a) OIA



Place of residence