

# **Te Kura Māori o Waatea**

## **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

Manukau Urban Māori Authority

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) Manukau Urban Māori Authority (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 11 September 2014 (the **principal Agreement**) to operate a Partnership School | Kura Hourua under the agreed terms and conditions.
- C. On 15 September 2016 the Minister and the Sponsor amended the principal Agreement ("**First Variation**").
- D. 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

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

- (a) in clause 35.1 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   |
|------|---|
| 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 |   |
| 2020 |   |

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

**"3.2 School Terms**

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

| Year | Term Dates  |
|------|---|
| 2015 | Term 1 - 2 February until 2 April (80 half days)      |
|      | Term 2 - 20 April until 3 July (106 half days)        |
|      | Term 3 - 20 July until 25 September (100 half days)   |
|      | Term 4 - 12 October until 18 December (98 half days)  |
|      | Total = 384 half days                                 |
| 2016 | Term 1 - 2 February until 15 April (98 half days)     |
|      | Term 2 - 2 May until 8 July (98 half days)            |
|      | Term 3 - 25 July until 23 September (88 half days)    |
|      | Term 4 - 10 October until 16 December (100 half days) |
|      | Total = 384 half days                                 |
| 2017 | Term 1 - 31 January until 13 April (104 half days)    |
|      | Term 2 - 1 May until 7 July (98 half days)            |
|      | Term 3 - 24 July until 29 September (100 half days)   |
|      | Term 4 - 16 October until 14 December (86 half days)  |
|      | Total = 388 half days                                 |
| 2018 | To be determined as a variation to this Agreement.    |
| 2019 |   |
| 2020 |   |

- (d) The deletion of clause 1 (Teaching Positions) of Schedule 4 (Governance and Teachers) and its substitution with the following:

"The number of full time teaching equivalent Teaching Positions for the School is as follows:

| Year | Position      | No. |
|------|---------------|-----|
| 2015 | Teachers      | 2.5 |
|      | Teacher Aides | 2   |
|      | Total         | 4.5 |
| 2016 | Teachers      | 4   |
|      | Teacher Aides | 1   |
|      | Total         | 5   |

|      |               |  |
|------|---------------|--|
| 2017 | Teachers      | 5.25   |
|      | Teacher Aides | 3  |
|      | Total         | 8.25   |
| 2018 | Teachers      | To be determined as a variation to this Agreement. |
|      | Teacher Aides |  |
|      | Total         |  |
| 2019 | Teachers      |  |
|      | Teacher Aides |  |
|      | Total         |  |
| 2020 | Teachers      |  |
|      | Teacher Aides |  |
|      | Total         |  |

- (e) The deletion of clause 2 (Number or Percentage of Registered Teachers and Holders of Limited Authority to Teach) of Schedule 4 (Governance and Teachers) and its substitution with the following:

**"2. Number or Percentage of Registered Teachers and Holders of Limited Authority to Teach**

The number or percentage of Registered Teachers and Holders of Limited Authority to Teach is as follows:

| Year | Registered   | Limited Authority to Teach | Subtotal Reg/LAT (minimum) | Non Registered (Maximum) | Total (Minimum) |
|------|--|----------------------------|----------------------------|--------------------------|-----------------|
| 2015 | 2.5  | 0                          | 2.5                        | 2.0                      | 4.5             |
| 2016 | 4  | 0                          | 4                          | 1.0                      | 5               |
| 2017 | 5  | 1                          | 6                          | 0                        | 6               |
| 2018 | To be determined as a variation to this Agreement. |                            |                            |                          |                 |
| 2019 |  |                            |                            |                          |                 |
| 2020 |  |                            |                            |                          |                 |
|      |  |                            |                            |                          |                 |

- (f) Deletion of clause 3 (Percentage of Curriculum time taught by Registered Teachers and Holders of Limited Authority to Teach) from Schedule 4 (Governance and teachers) and replacement with:

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

The percentage of the 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 |
|------|--|
| 2015 | 80%  |
| 2016 | 80%  |
| 2017 | 100%   |
| 2018 | To be determined as a variation to this Agreement.                                       |
| 2019 |  |
| 2020 |  |

- (g) 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                 |                                      |                                      |                                      | Measurement Frequency |
|-----------------------|---|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|-----------------------|
|                       |   | 2015                                 | 2016                                 | 2017                                 | 2018                                 |                       |
| Operating surplus     | Measured through information provided to the Ministry | 2%-5%                                | 2%-5%                                | 2%-5%                                | 2%-5%                                | Quarterly             |
| Working capital ratio |   | 2:1                                  | 2:1                                  | 2:1                                  | 2:1                                  |                       |
| Debt/equity ratio     |   | 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 |                       |
| Enrolment variance    |   | Establishment Roll                   | 80                                   | 100                                  | TBC                                  |                       |

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

**"2.4 Targeting priority learners**

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

| Measure                      | Metric   | Performance Standard |      |      |  |      |      | Measure-<br>ment<br>Frequency |
|------------------------------|--|----------------------|------|------|--|------|------|-------------------------------|
|                              |  | 2015                 | 2016 | 2017 | 2018   | 2019 | 2020 |                               |
| 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%  | To determined as a variation to this Agreement |      |      | Quarterly                     |

- (i) The deletion of clause 2 of Annex C (Performance Standards for Student engagement) of Schedule 6 (Performance Management System) and substitution with the following:

| Measure              | Performance Standard  |      |      |      |      |      |
|----------------------|---|------|------|------|------|------|
|                      | 2015  | 2016 | 2017 | 2018 | 2019 | 2020 |
| Unjustified absences | 0.28 multiplied by the number of Students multiplied by the number of days the School is open |      |      |      |      |      |
| 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   |      |      |      |      |      |

- (j) The deletion of clause 3 (Performance Standards for Student engagement) of Annex C to Schedule 6 (Performance Management System).
- (k) The deletion of clause 1.2 (Guaranteed Minimum Roll) of Schedule 7 (Payment) and its substitution with the following:

**"1.2 Guaranteed Minimum Roll**

- (a) Where this schedule refers to the Guaranteed Minimum Roll, this is 60 for the 2015 year, 80 for the 2016 year, and 100 for the 2017 year.
- (b) The Guaranteed Minimum Roll for each subsequent Year will be agreed by the Minister and the Sponsor in writing by way of a variation to this Agreement, by the end of the then current Year. If agreement cannot be reached between the parties, the Minister shall make the final decision'
- (c) The Guaranteed Minimum Roll is used for the purpose of calculating certain payments during the first three years of this Agreement.
- (d) The Minister reserves the right to adjust the Guaranteed Minimum Roll at any time of any year, in which the Guaranteed Minimum Roll is in effect"
- (l) The deletion of clause 1.4(b) and 1.4 (h) from Schedule 7 (Payment) and the replacement of 1.4 (h) with:

'For the 2017 Year, for the purpose of determining any funding component described in the table in paragraph (a) of this clause 1.4 where the School's roll is used to calculate a payment, the School's roll will be deemed to be the Guaranteed Minimum Roll or (if higher) the actual roll submitted through relevant roll returns or roll counts from ENROL as below:

| Payment date | Roll used to calculate payment   |
|--------------|--|
| 1 January    | An adjustment will be made based on 1 March roll return if higher than GMR |
| 1 April      | 1 March Roll Return  |
| 1 July       | 1 June roll count from ENROL   |
| 1 October    | 1 September roll count from ENROL  |

## 2. **Effective Date**

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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**

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- 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 :



Print Name


PUBLIC SERVANT


Witness Occupation

Place of residence

s 9(2)(a) OIA

SIGNED by Manukau Urban Māori Authority

  
Name

  
Name

s 9(2)(a) OIA

In the presence of

Print Name

PA to CEO  
Witness Occupation

Auckland  
Place of residence