

# **South Auckland Middle School**

## **Variation Agreement**

### **# 4**

**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**

**Villa Education Trust**

**Sponsor**

**December 2016**

This Agreement is made on

8 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) Villa Education Trust (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 to operate a Partnership School | Kura Hourua (South Auckland Middle School) under the agreed terms and conditions ("the **principal Agreement**").
- C. In February 2015, the Minister and the Sponsor agreed to amend the principal Agreement ("**First Variation**") as required for the 2015 school year.
- D. On 16 November 2015 the Minister and the Sponsor amended the principal Agreement as amended by the First Variation ("**Second Variation**") to increase the maximum roll of the school, increase the Guaranteed Minimum Roll of the school, and update related terms and conditions affected by these increases.
- E. On 15 September 2016 the Minister and the Sponsor amended the principal Agreement as amended by the First and Second Variations ("**Third Variation**").
- F. This **Fourth Variation** agreement further amends the principal Agreement (as amended by the previous Variations) 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 definitions

"**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 clause 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 - 10 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 - 3 February until 2 April
	Term 2 - 20 April until 3 July
	Term 3 - 20 July until 25 September
	Term 4 - 12 October until 18 December
	Total = 384 half days
2016	Term 1- 3 February 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 = 376 half days
2017	Term 1 - 1 February until 13 April

	Term 2 - 1 May until 7 July
	Term 3 - 24 July until 29 September
	Term 4 - 16 October until 8 December
	Total = 382 half days
2018	To be determined as a variation to this Agreement.
2019	

- (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.
2014	Academic Leaders	2
	Registered Teachers	6
	Non Registered Teachers	1.5
	Total	9.5
2015	Academic Leaders	2
	Registered Teachers	8
	Non Registered Teachers	2
	Total	12
2016	Academic Leaders	3
	Registered Teachers	11
	Non Registered Teachers	4
	Total	18
2017	Academic Leaders	3
	Registered Teachers	11
	Non Registered Teachers	2
	Total	16
2018	Academic Leaders	To be determined as a variation to this Agreement.
	Registered Teachers	
	Non Registered Teachers	
	Total	
2019	Academic Leaders	
	Registered Teachers	
	Non Registered Teachers	
	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 holders of a teacher's practising certificate and Holders of Limited Authority to Teach is as follows:

Year	Practising Certificate	Limited Authority to Teach	Subtotal Cert/LAT (Minimum)	Non Certificated (Maximum)	Total (Minimum)
2014	9	0	9	0.5	9.5
2015	11	0	11	1	12
2016	16.5	0	16.5	1.5	18
2017	14	1	15	1	16
2018	To be determined as a variation to this Agreement.				
2019					

- (f) 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	80%
2015	80%
2016	80%
2017	80%
2018	80%
2019	80%

- (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						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		90	115	150	150	TBC	TBC	

- (h) The deletion of clause 1.2 (Targeting Priority Learners) of Schedule 6 (Performance Management System) and its substitution with the following:

#### " 1.2 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-ment 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

- (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:

#### "Annex C: Performance Standards for Student Engagement

##### 1. Class Levels 7 to 13

Measure	Performance standard
	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
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

- (j) 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 Fourth Variation will come into effect on the date this Fourth Variation is signed by both parties ("**Effective Date**").

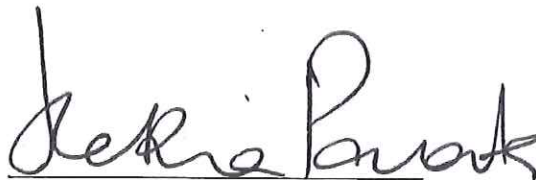
## 3. **General Provisions**

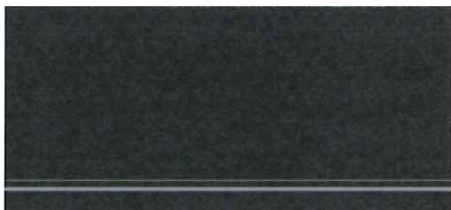
- 3.1 This Fourth Variation is intended to supplement and form part of the terms and conditions contained in the principal Agreement. The parties declare that the terms and conditions set out in the principal Agreement remain in full force and effect except to the extent that they have been amended or added to by this Fourth Variation or any other validly executed variation agreement.
- 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 Fourth Variation, the terms and conditions of this Fourth Variation will prevail.
- 3.3 Headings, underlining and bold type are for convenience and do not affect the interpretation of this Fourth 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 Fourth 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

SIGNED by Villa Education Trust



Trustee

s 9(2)(a) OIA

Karen Bode

Name



Trustee

Alwyn Poole

Name

In the presence of



Print Name

Office Manager

Witness Occupation

Auckland

Place of residence