

The Rise UP Academy

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**

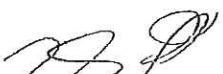
Minister

and

The Rise UP Trust

Sponsor

December 2016

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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) The Rise UP 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 under the agreed terms and conditions ("the **principal Agreement**").
- C. On 9 December 2014 the Minister of Education amended the Gazette Notice issued under section 158B of the Act and which approved the Sponsor to operate a partnership school for class levels 1-6 inclusive to also include years 7 and 8 in the class levels for which education may be given at the school.
- D. The Minister and the Sponsor also amended the principal Agreement on 9 December 2014, to increase the Maximum Roll of the school and to provide for performance standards reflecting the addition of years 7 and 8 to the class levels for which education may be given at the school ("**First Variation**").
- E. The **Second Variation** agreement further amended the principal Agreement (as amended by the First Variation) as required for the 2015 school year.
- F. On 15 September 2016 the Minister and the Sponsor amended the principal Agreement as amended by the First and Second Variations ("**Third Variation**").
- G. 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

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
2014	Nil
2015	Nil
2016	Nil
2017	Nil
2018	To be determined as a variation to this Agreement.
2019	

- (c) The deletion of clause 3.1 (School hours) of Schedule 1 (Student Enrolment and Absences) and its substitution with the following:

3.1 School hours

The minimum number of hours each day that the School must be open and teaching Students during the term times set out in this Agreement is as follows:

Day	Hours
Monday	9.00am – 3.00pm - Curriculum Delivery;
Tuesday	9.00am – 3.00pm - Curriculum Delivery;
Wednesday	9.00am – 3.00pm - Curriculum Delivery;
Thursday	9.00am – 3.00pm - Curriculum Delivery;
Friday	9.00am – 3.00pm - Curriculum Delivery;
Saturday	Closed
Sunday	Closed
Public Holidays	Closed

- (d) 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:

School terms

Year	Term Dates
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2014	Term 1	7 February	until	17 April
	Term 2	5 May	until	4 July
	Term 3 September	21 July	until	26
	Term 4	13 October	until	17 December
	Total = 382 half days			
2015	Term 1	2 February	until	2 April
	Term 2	20 April	until	3 July
	Term 3 September	20 July	until	25
	Term 4	12 October	until	15 December
	Total = 370 half days			
2016	Term 1	2 February	until	15 April
	Term 2	20 April	until	3 July
	Term 3	20 July	until	25 September
	Term 4	12 October	until	15 December
	Total = 370 half days			
2017	Term 1	3 February	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 = 370 half days			
2018	To be determined as a variation to this Agreement.			
2019				

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

"1. Teaching Positions

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

Year	Position	No.
2014	Lead Teacher	1
	Teachers	2
	Teacher Aide	1
2015	Lead Teacher	1
	Teachers	5
	Teacher Aide	2
2016	Lead Teacher	1
	Teachers	5
	Teacher Aide	2
2017	Lead Teacher	1
	Teachers	5
	Teacher Aide	2
2018	Lead Teacher	To be determined as a variation to this Agreement.
	Teachers	
	Teacher Aide	
2019	Lead Teacher	
	Teachers	
	Teacher Aide	

- (f) 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	Practising Certificate	Limited Authority to Teach	Subtotal Cert/LAT (Minimum)	Non Certificated (Maximum)	Total (Minimum)
2014	3	1	4	0	4
2015	6	2	8	0	8
2016	6	2	8	0	8
2017	6	2	8	0	8
2018	TBD	TBD	TBD	TBD	TBD

28

2019	TBD	TBD	TBD	TBD	TBD
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- (g) 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	100%
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%

- (h) 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		50	100	100	100	TBC	TBC	

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- (i) 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-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

- (j) The deletion 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. Primary (Class Levels 1 to 6)

Measure	Performance Standard (maximum)						2018	2019
	2014	2015	2016	2017				
Unjustified absences	0.01 multiplied by the number of Students multiplied by the number of days the School is open						TBD	TBD
Stand downs	0						TBD	TBD
Suspensions	0						TBD	TBD
Exclusions	0						TBD	TBD
Expulsions	0						TBD	TBD

2. Secondary (Class Levels 7 to 13)

Measure	Performance standard						2018	2019
	2014	2015	2016	2017				
Unjustified absences	0.028 multiplied by the number of Students multiplied by the number of days the School is open						TBD	TBD
Stand downs	2.1 occurrences per year per 100 Students						TBD	TBD
Suspensions	0.42 occurrences per year per 100 Students						TBD	TBD
Exclusions	0.15 occurrences per year per 100 Students						TBD	TBD

- (k) 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 roll return
1 July	1 June roll count from ENROL
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 in 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.

Two handwritten signatures are located at the bottom left of the page. The first signature is a stylized 'A' or 'H' shape, and the second is a more complex, cursive signature.

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 :

)
)
)
) Jekia Parake

[Redacted]

Print Name

s 9(2)(a) OIA

PUBLIC SERVANT

Witness Occupation

[Redacted]

Place of residence

SIGNED by The Rise UP Trust

[Redacted]

Trustee

N SELUPE

Name

s 9(2)(a) OIA

[Redacted]

Trustee

S. IKINOFO

Name

[Redacted]

Print Name

ADMINISTRATOR

Witness Occupation

AUCKLAND

Place of residence

888