

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

Villa Education Trust

Sponsor

2016

This Agreement is made on

16 / 11 / 2015

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 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"), to set the:
 - a. allowable number of international student places at the school;
 - b. 2015 School term dates;
 - c. number of teaching positions for 2015 onwards;
 - d. 2015 Guaranteed Minimum Roll; and
 - e. Payment terms to align with payments made to other schooling types.
- D. This Second Variation agreement further amends the principal Agreement (as amended by the First Variation) to increase the maximum roll of the school and increase the guaranteed minimum roll of the school and related terms and conditions affected by these increases.

Effective Part

1. Amendments to the principal Agreement

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

- (a) the deletion of Clause 1 (Maximum Roll) of Schedule 1 (Student Enrolment and Absences) and its substitution with the following:

"1. Maximum Roll

The Maximum Roll for the School is 120 from the 2014 Year and 180 for any Year from the 2016 Year onwards."

- (b) 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		Revised
2014	Academic Leaders		2
	Registered Teachers		6
	Other		1.5
	Total		9.5
2015	Academic Leaders		2
	Registered Teachers		8
	Other		2
	Total		12
2016	Academic Leaders		3
	Registered Teachers		11
	Other		4
	Total		18
2017	Academic Leaders		3
	Registered Teachers		11
	Other		4
	Total		18
2018	Academic Leaders		3
	Registered Teachers		11
	Other		4
	Total		18
2019	Academic Leaders		3
	Registered Teachers		11
	Other		4
	Total		18

- (c) 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:

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

Year	Registered	Limited Authority to Teach	Non Registered
2014	9	0	0.5
2015	11	0	1
2016	16.5	0	1.5
2017	16.5	0	1.5
2018	16.5	0	1.5
2019	16.5	0	1.5

(d) the deletion of clause 1.2(a) (Guaranteed Minimum Roll) of Schedule 7 (Payment) and its substitution with the following:

(a) Where this Schedule 7 refers to the Guaranteed Minimum Roll, this is 90 for the 2014 year, 115 for the 2015 year and 150 for the 2016 year.

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 in the first variation, this Second 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 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 :

)
)
)
Hekia Parata

[Redacted Signature]

Witness Signature

s 9(2)(a) OIA

[Redacted Name]

Print Name

ADVISOR

Witness Occupation

WELLINGTON, NZ

Place of residence

SIGNED by Villa Education Trust

s 9(2)(a) OIA

[Redacted Signature]

Trustee

Karen Cook

Name

Trustee

Name

[Redacted Signature]

Witness Signature

s 9(2)(a) OIA

[Redacted Name]

Print Name

Office Manager

Witness Occupation

South Auckland Middle School

Place of residence