

***VARIATION No.1
TO
CONTRACT No. 393-3647

AGREEMENT FOR THE PROVISION OF
SERVICES FOR THE MINISTRY OF EDUCATION
IN RELATION TO
IN-SERVICE PROFESSIONAL DEVELOPMENT***

Between

The Ministry of Education

and

**The Teachers' Refresher Course Committee
(Incorporated)**

September 2009

**Ministry of Education
P O Box 1666
45-47 Pipitea St
Thorndon
Wellington
Ph: (04) 463 8000
Fax No: (04) 463 8392**

MoE use: Register No. Date Entered __/__/200
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BETWEEN

For and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH** Prue Kyle,
Manager, Professional Learning & Curriculum Support,
Professional Learning and Curriculum Support, Curriculum
Teaching and Learning - Implementation, Schooling Group.
(Referred to in this contract as the "Ministry")

Address: Anna Sullivan
Team Leader Professional Learning
Ministry of Education
PO Box 1666
Wellington 6140

AND

The Teachers' Refresher Course Committee (Incorporated)
Status: Registered Incorporated Society
Company Number: 448987
PO Box 12381
Wellington 6144
("the Contractor").

WHEREAS:

- A. The Ministry and the Contractor signed a contract dated 30 September 2008 ("the Principal Agreement") to facilitate the delivery of a programme of teacher professional development - 'for teachers by teachers'.
- B. Clause 14 of the Agreement authorises the parties to vary the Contract by mutual written agreement. Any such variation shall be read together with and deemed part of the Agreement.
- C. Reason for variation: The Teachers Refresher Course Committee contract is a three year contract on a rolling basis. Every year of the three year contract, a review is undertaken and at that stage, the contract period may be extended by one year to maintain the three year term. The annual review allows for any changes to align the contract with Government priorities, or as agreed by the parties. The annual review for 2009 has been completed and the Ministry wishes to extend the contract.
- D. The parties have agreed to vary :
 - One, the Principal Agreement by: deleting the existing clause 1.1 and replacing it with the following:
1.1 Unless earlier cancelled or terminated in accordance with Clause 18, this Agreement shall commence on **1 July 2009** and expires on **30 June 2012**.
 - Two, the reporting schedule by deleting the phrase 'Milestone reports for the period July 2010 – June 2011 will follow the same format as the above.' and replacing it with: 'Milestone reports for the period July 2010 – June 2012 will follow the same format as the above.'
- E. This Agreement records the variation.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) **Schedule Two** is hereby varied by the replacement of the existing Schedule Two with the following:

SCHEDULE TWO

REPORTING

Milestones

The Contractor shall provide a Milestone Report to the Ministry within 5 working days of the expected date of completion of each milestone specified in this Schedule.

The Contractor shall provide a report summarising the work during the milestone period, commenting on any progress on milestone tasks, successes and emerging issues, and noting any planned modifications to the programme(s) as a result of ongoing formative assessment and reflection. Each progress report must include an explanation for any variance from the milestone tasks.

Milestone reporting will be quarterly on the last working day of the month throughout the duration of the contract as follows:

Milestone 1 October

Milestone 2 January

Milestone 3 April

Milestone 4 July

In addition the Annual Report of the TRCC, including a set of audited accounts, will be submitted by September 30 each year.

1. Work to be completed to achieve Milestone 1:

- a) Expected date of completion of milestone 1 is last working day of September.
- b) Details of the tasks to be completed by the Contractor to achieve this milestone are set out in the table below.

Milestone Tasks	Comments on Successes, Emerging Issues and/or Explanations of Variance
1.1 Liaise with the Ministry personnel assigned to the project.	
1.2 Prepare a course programme based on the consultation and points outlined in Schedule One - Programme Details.	

<p>1.3 Submit the progress report to the Ministry (including electronic copy in RTF format) by the milestone report date on each of the above tasks and relevant performance measures, as per Schedule One - Programme Outcomes, including:</p> <ul style="list-style-type: none"> • A summary statement of any trends and issues that TRCC has identified and actions required, including any recommendations to the Ministry; • any variance, actual or anticipated, with explanation; and • a copy of income and expenditure statements showing monies received and the amount spent on each aspect of the programme. 	
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2. Work to be completed to achieve Milestone 2

- a) Expected date of completion of milestone 2 is last working day of December.
- b) Details of the tasks to be completed by the Contractor to achieve this milestone are set out in the table below.

Milestone Tasks	Comments on Successes, Emerging Issues and/or Explanations of Variance
2.1 Liaise with the Ministry personnel assigned to the project.	
2.2 Prepare a course programme based on the consultation and points outlined in Schedule One - Programme Details.	
<p>2.3 Submit the progress report to the Ministry (including electronic copy in RTF format) by the milestone report date on each of the above tasks and relevant performance measures, as per Schedule One - Programme Outcomes, including:</p> <ul style="list-style-type: none"> • A summary statement of any trends and issues that TRCC has identified and actions required, including any recommendations to the Ministry; • any variance, actual or anticipated, with explanation; and • a copy of income and expenditure statements showing monies received and the amount spent on each aspect of the programme. 	

3. Work to be completed to achieve Milestone 3

- a) Expected date of completion of milestone 3 is the last working day of March.
- b) Details of the tasks to be completed by the Contractor to achieve this milestone are set out in the table below.

Milestone Tasks	Comments on Successes, Emerging Issues and/or Explanations of Variance
3.1 Liaise with the Ministry personnel assigned to the project.	
3.2 Prepare a course programme based on the consultation and points outlined in Schedule One - Programme Details.	
3.3 Submit the progress report to the Ministry (including electronic copy in RTF format) by the milestone report date on each of the above tasks and relevant performance measures, as per Schedule One - Programme Outcomes, including: <ul style="list-style-type: none">• A summary statement of any trends and issues that TRCC has identified and actions required, including any recommendations to the Ministry;• any variance, actual or anticipated, with explanation; and• a copy of income and expenditure statements showing monies received and the amount spent on each aspect of the programme.	

Work to be completed to achieve Milestone 4

- a) Expected date of completion of milestone 4 is the last working day of June.
- b) Details of the tasks to be completed by the Contractor to achieve this milestone are set out in the table below.

Milestone Tasks	Comments on Successes, Emerging Issues and/or Explanations of Variance
4.1 Liaise with the Ministry personnel assigned to the project.	
4.2 Prepare a course programme based on the consultation and points outlined in Schedule One - Programme Details.	

<p>4.3 Submit the progress report to the Ministry (including electronic copy in RTF format) by the milestone report date on each of the above tasks and relevant performance measures, as per Schedule One - Programme Outcomes, including:</p> <ul style="list-style-type: none"> • A summary statement of any trends and issues that TRCC has identified and actions required, including any recommendations to the Ministry; • any variance, actual or anticipated, with explanation; and • a copy of income and expenditure statements showing monies received and the amount spent on each aspect of the programme. 	
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Milestone reports for the period July 2010 – June 2012 will follow the same format as the above. These may be reviewed during the annual review.

Review

1. During the term of this Agreement, the Ministry and the Contractor shall engage in an annual review:
 - (a) Each year, the annual review is to begin by 1 April, and conclude by 31 May;
 - (b) there shall be a meeting or a series of meetings between the Ministry and the Contractor in which matters specified below are to be discussed, and where possible agreed;
 - (c) the Ministry and the Contractor shall be entitled to request from the other any financial or other information necessary for the purposes of the annual review.

2. The matters to be discussed, and where possible agreed in the annual review are:
 - (a) the performance of the Contractor in the delivering and the reporting on the services are as specified in Schedules One, Two and Three;
 - (b) the financial statements prepared by the Contractor;
 - (c) renegotiation of Schedules One, Two and Three as necessary in order to incorporate in the Agreement any changes made as a result of Government policy, or as agreed by the parties.

- 3) **Schedule Three** is hereby varied by the replacement of the existing Schedule Three with the following:

SCHEDULE THREE

Budget & Payment Schedules

Subject to the Agreement terms and conditions the Contractor shall be paid a maximum of \$NZ443,910.00 (exclusive of GST) per year for the next four years.

The following amounts shall be paid by automatic payment on the 28th of each month for the duration of the contract, unless revised as part of the annual review.

Payment Schedule:	Date	Fees/Costs \$	GST \$	Total \$
	28 July	\$36,992.00	\$4,624.00	\$41,616.00
	28 August	\$36,992.00	\$4,624.00	\$41,616.00
	28 September	\$36,992.00	\$4,624.00	\$41,616.00
	28 October	\$36,992.00	\$4,624.00	\$41,616.00
	28 November	\$36,992.00	\$4,624.00	\$41,616.00
	28 December	\$36,992.00	\$4,624.00	\$41,616.00
	28 January	\$36,992.00	\$4,624.00	\$41,616.00
	28 February	\$36,992.00	\$4,624.00	\$41,616.00
	28 March	\$36,992.00	\$4,624.00	\$41,616.00
	28 April	\$36,992.00	\$4,624.00	\$41,616.00
	28 May	\$36,992.00	\$4,624.00	\$41,616.00
	28 June	\$36,998.00	\$4,624.75	\$41,622.75
Total Budget		\$443,910.00	\$55,488.75	\$499,398.75

As witnessed this Variation was signed by the Ministry and the Contractor.

Dated at Wellington this 17th day of Dec 2009

SIGNATURES OF THE PARTIES TO THIS VARIATION

Signed by

P. Kyle
(Signature)

For and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH Prue Kyle, Manager, Professional Learning and Curriculum Support, Schooling**

In the presence of

T. Scott
Tacey Scott
54 Kasara Ave Ngāiā
Project Manager

Signature of witness
Name of witness
Address of witness
Occupation of witness

Signed by

Laura Collins, Executive Officer, TRCC

Laura Collins
(Signature)

For and on behalf of **The Teachers' Refresher Course Committee (Incorporated)**

In the presence of

C. P. M. M. M.
Christine M. M.
113A Mulesworth St
OFFICE MANAGER

Signature of witness
Name of witness
Address of witness
Occupation of witness

Ministry Contact

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Team Leader
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