

**VARIATION No.2
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)**

October 2010

**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
--

BETWEEN **THE SOVEREIGN IN RIGHT OF NEW ZEALAND ACTING
BY AND THROUGH** Anne Jackson, Deputy Secretary –
Schooling Group.
(Referred to in this contract as the “Ministry”)

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’. This agreement was varied by the parties in September 2009 to extend its term.
- 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 (TRCC) 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 2010 has been completed and the Ministry wishes to extend the contract.
- D. The parties have agreed to vary the agreement to extend the term to **30 June 2013**.
- E. This Agreement records the variation.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) Clause 1 of the Principal Agreement is varied by replacing clause 1.1 with the following clause:
 - 1.1 Unless earlier cancelled or terminated in accordance with Clause 18, this Agreement shall commence on **1 July 2008** and expires on **30 June 2013**.
- 2) **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 five 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) The expected date of completion of milestone 1 is the last working day of September each year.
- 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.	
1.3 Submit the progress report to the Ministry (including an 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 Ministryany variance, actual or anticipated, with explanationa copy of income and expenditure statements showing monies received and the amount spent on each aspect of the programme.	

2. Work to be completed to achieve Milestone 2

- a) The expected date of completion of milestone 2 is the 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.	
2.3 Submit the progress report to the Ministry (including an 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 Ministryany variance, actual or anticipated, with explanationa 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) The 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.	

<p>3.3 Submit the progress report to the Ministry (including an 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 • a copy of income and expenditure statements showing monies received and the amount spent on each aspect of the programme. 	
--	--

4. Work to be completed to achieve Milestone 4

- The expected date of completion of milestone 4 is the last working day of June.
- 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 an 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 • a copy of income and expenditure statements showing monies received and the amount spent on each aspect of the programme. 	

Milestone reports for the period July 2010 – June 2013 will follow the same format as the above. These may be reviewed during the annual review.

Review

- During the term of this Agreement, the Ministry and the Contractor shall engage in an annual review:
 - Each year, the annual review is to begin by 1 April, and conclude by 31 May
 - 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
 - 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 delivering and 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

Contract Value and Payment Schedules

Subject to the Agreement terms and conditions the Contractor shall be paid a maximum of \$NZ 443,910.00 exclusive of GST per year.

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 \$ (ex GST)
	28 July	\$36,992.00
	28 August	\$36,992.00
	28 September	\$36,992.00
	28 October	\$36,992.00
	28 November	\$36,992.00
	28 December	\$36,992.00
	28 January	\$36,992.00
	28 February	\$36,992.00
	28 March	\$36,992.00
	28 April	\$36,992.00
	28 May	\$36,992.00
	28 June	\$36,998.00
Total Fees/ Costs ex GST		\$443,910.00

- 4) The Parties confirm in all other respects the Principal Agreement.

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

Dated at Wellington this 28 day of October 2010

SIGNATURES OF THE PARTIES TO THIS VARIATION

Signed by

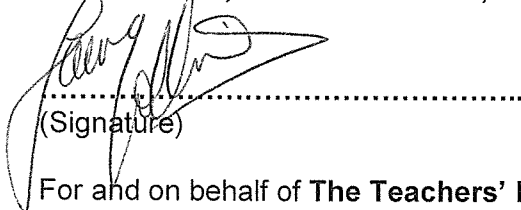


(Signature)

For and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND ACTING BY
AND THROUGH Anne Jackson, Deputy Secretary - Schooling Group**

Signed by

Laura Collins, Executive Officer, TRCC



(Signature)

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

Ministry Contact

Tracey Scott
Acting Project Manager, NZC Project
Professional Learning and Curriculum Support
PO Box 1666
Thorndon, Wellington
Ph 04 463 7011

Contractor's Project Director:

Laura Collins
Executive Officer
TRCC
PO Box 12-381
Wellington
Ph 04 495 2300