



UNITEC INSTITUTE OF TECHNOLOGY

AND

[GREEN BAY HIGH SCHOOL]

SECONDARY TERTIARY LEARNING PACKAGE

RELATIONSHIP AGREEMENT 2020

AGREEMENT dated [1 January 2020]

PARTIES:

- (1) **Unitec Institute of Technology (Unitec)**
- (2) **[GREEN BAY HIGH SCHOOL] (School)**

BACKGROUND:

- A. Unitec is a tertiary education provider. Unitec Pathways College (**UPC**) is the arm of Unitec that is responsible for providing opportunities for young people to experience tertiary education while they are still at school.
- B. UPC connects with and partners with secondary education providers in relation to the integrated delivery of NCEA Level 2 and 3 STAR programmes (**STAR Programmes**).
- C. School is a secondary level school that enrolls students and wishes to partner with Unitec in relation to the delivery and administration of Agreed Courses within STAR Programmes to students enrolled at the School.
- D. The purpose of this Agreement is to set out the nature and scope of the relationship between Unitec and the School and the division of responsibilities in relation to the provision and administration of Agreed Courses in STAR Programmes.

THE PARTIES AGREE:

1. Definitions and Interpretation

1.1. In this Agreement unless the context otherwise requires:

Agreed Course means a Unitec course which meets the criteria for STAR funding and which is listed in Schedule One as a Course to be provided by the School and administered by Unitec over the Term;

Agreement means this agreement and the schedules entered into by the parties from time to time;

Business Day means a day on which banks are open for business in Auckland;

Code means the Code of Practice for the Pastoral Care of **International** Students published by the New Zealand Government. A copy of the Code is obtainable from the New Zealand Qualification Authority's website. (<http://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/tertiary-guidelines-code-of-practice.pdf>).

Effective Date has the meaning set out in clause 3.1;

Intellectual Property means any right to, and any interest in, any patent, design, trade mark, trade name, copyright, trade secrets, processes, documents, drawings, software programs, specifications, know-how, inventions, formulae, processes or methods and any other proprietary right or form of intellectual property whether registrable or not;

Materials means all Unitec-developed materials and resources, including booklets and handouts, necessary to deliver an Agreed Course;

NSN National Student Number;

STAR means Secondary Tertiary Alignment Resource;

STAR Programme has the meaning set out in paragraph B above;

Term has the meaning set out in clause 3.1;

UPC has the meaning set out in paragraph A above.

1.2. In this Agreement:

- (a) Clause headings and other headings are for ease of reference only and will be ignored in construing the relevant agreement;
- (b) Any reference to any gender includes all genders and a reference to the singular includes the plural and vice versa;
- (c) Unless the context otherwise requires, references to clauses and schedules are references to clauses and schedules of this Agreement and references to a paragraph in a schedule are references to a paragraph in that schedule;
- (d) Any reference to a statute or regulation will be construed as a reference to that statute or regulation as amended or re-enacted from time to time;
- (e) Reference to a party is a reference to a party to this Agreement and will be deemed to include its successors and permitted assigns.

2. Condition

This Agreement is conditional upon both parties signing, and Unitec being in receipt of a fully signed copy of this Agreement, no later than 22 January 2020, or such later date as may be agreed between the parties in writing.

3. Term

- 3.1. Subject to clause 2.1 above, this Agreement is deemed to take effect on and from 22 January 2020 (**Effective Date**) until 31 December 2020 (**Term**).
- 3.2. The School may not terminate this MOU at any time during of the Term except for cause and in accordance with clause 12.

4. Relationship Principle

The parties agree to work together in a spirit of collaboration, openness and good faith in order to achieve the highest standards of delivery and assessment for the Agreed Courses.

5. Unitec's Obligations

5.1. Unitec will:

- (a) supply the School with course outlines and Materials for each Agreed Course promptly after the Effective Date;
- (b) supply the School with:

- i. updated course outlines and Materials; and
 - ii. a list of approved standards and version numbers,
for each Agreed Course.
- (c) Provide onsite enrolment application support if and when requested by the School where the School is within the Auckland Region. Support outside of the Auckland Region can be provided via SKYPE;
 - (d) Record all unit standards for Agreed Courses achieved by the School's students within Unitec records management system and ensure it matches what the School reports to NZQA;
 - (e) Consult with the School on facilities and equipment appropriate for Agreed Course delivery and practical assessments;
 - (f) Administer and provide moderation for the Agreed Courses at two stages during the year: stage one will be undertaken in June 2020 and stage two will be undertaken in October 2020. This is to ensure any moderation issues can be rectified prior to reporting for NCEA. Should the School fail to engage in this process, Unitec reserves the right to void this Agreement. Unitec also reserves the right to moderate each Agreed Course and to determine whether each student has met the requisite standard no later than 2 weeks post each moderation event (June and October 2020).
 - (g) Accept as a student on an Agreed Course those students notified to Unitec by the School. For the avoidance of doubt, subject to clause 6.1(b), Unitec does not require certified copies of documents or other supporting formal documentation for *Domestic* students, unless a student's NSN does not meet all required data validation points. Should this be the case, the School will be responsible for supplying certified copies of documents or other supporting formal documentation to validate the student's identity. All *International* students taking part in the Agreed Course are required to provide a copy of their passport, visa, next of kin information and copy of proof of insurance that meets the requirements of the Code.

6. The School's Obligations

6.1. The School will:

- (a) Select and support students (including any student who is an international student as defined in section 159 of the Education Act 1989) to participate in the Agreed Courses;
- (b) No later than 1 March 2020, provide Unitec with the following information in relation to each student the School wishes to have enrolled in an Agreed Course:
 - i. the student's correct name as per their Birth Certificate or Passport;
 - ii. date of birth;
 - iii. NSN number; and
 - iv. the Unitec unit standards the student is undertaking.

- (c) Where Unitec informs the School that a student's NSN number does not meet all required data validation points, supply to Unitec certified copies of documents or other supporting formal documentation to validate the student's identity within 10 days of Unitec's request;
- (d) Provide Unitec with certified copies of passport, visa, next of kin information and a copy of proof of insurance for all *International* students taking part in the Agreed Course, in order for Unitec to meet Tertiary Education Commission requirements for entering into their system;
- (e) Adhere closely to and use only the Materials provided by Unitec for delivering an Agreed Course in 2020. The School acknowledges that should it use expired Materials, or materials provided by another provider, Unitec is not responsible for the moderation of, or awarding of credits to students that completed assessments based on those materials;
- (f) At all times use suitably qualified and experienced teachers approved by Unitec to deliver the Agreed Courses. Should there be any staffing changes during the year Unitec must be notified immediately;
- (g) Provide Unitec with a *curriculum vitae* for any new teacher who will use the Materials which shall include qualifications achieved, experience and other information appropriate to assist Unitec in assessing the teacher capabilities to deliver and assess each Agreed Course;
- (h) Supply each student with the necessary equipment (including safety equipment) and any additional materials needed to complete an Agreed Course;
- (i) Notify Unitec in writing of any student **cancellations at least 2 weeks before** the start date of an Agreed Course. If the School gives notification after this time and the School cannot find a replacement student, the School will still be required to meet the cost of that student place as originally allocated;
- (j) Notify Unitec immediately of any students who are enrolled but no longer intend to take an Agreed Course;
- (k) Provide any information required by Unitec to facilitate its support of the STAR Programme;
- (l) **By 31 August 2020** send to Unitec a Letter of Intent to upc@unitec.ac.nz setting out the Courses the School is intending to provide in the following academic year (2021). Unitec and the School will enter into a separate Memorandum of Understanding in relation to each academic year;
- (m) Make available to Unitec on request any material required to facilitate recording and registering credits in accordance with Unitec and NZQA requirements. This includes a final grade report for all students who undertook an Agreed Course, listing the outcomes for each standard that matches what the School is reporting to NZQA. This grade report is to be provided to Unitec by 30 November 2020;
- (n) Maintain security of student assessment results and report student outcomes to NZQA;
- (o) Provide electronic copies of each student assessment to Unitec for their records in accordance with NZQA requirements <https://www.nzqa.govt.nz/assets/About-us/Our-role/Rules/EER-Rules-2016-v3-2018.pdf>;

- (p) Ensure that each student correctly completes the Unitec Application process prior to commencing an Agreed Course;
- (q) Ensure that the teacher of each Agreed Course marks all tests and assignments in accordance with Unitec's requirements and Unitec's consent to assess and forwards the results to Unitec within 20 days after the completion of the Agreed Course;
- (r) Comply with Unitec's requirements and decisions in respect of the moderation of Agreed Courses including paying the costs of travel and other related expenses of moderation or site visits incurred by Unitec if Unitec representatives need to travel outside the Auckland Region for the purposes of this Agreement.

7. Obligations of Both Parties

7.1. The parties agree:

- (a) To negotiate in good faith when agreeing on Agreed Courses;
- (b) To conscientiously fulfil their respective responsibilities under the Quality Assurance Framework as set out in Schedule Two;
- (c) To consult with each other prior to the production or publication of any advertising or promotional material relating to the Agreed Courses or this Agreement;
- (d) That NZQA reserves the right not to recognise any student results if, in the opinion of NZQA, correct procedures have not been followed by a party.

8. Co-ordinators

- 8.1. Each party will nominate a co-ordinator. The co-ordinators will provide mutual assistance where required to ensure the effective operation of this Agreement.
- 8.2. The School agrees to direct all training enquiries through the designated coordinator in all instances regarding training matters and queries concerning this Agreement.
- 8.3. The co-ordinators are:

Unitec	School
Sarah Sommerville Operations Coordinator Unitec Pathways College ssommerville@unitec.ac.nz Ph: (09) 815 4321 (ext 7531) Mob: 021 836 396	Catrin Hughes Green Bay High School catrin.hughes@greenbayhigh.school.nz

9. Payments

- 9.1. The School agrees to pay Unitec for the Agreed Courses in accordance with this clause 9.
- 9.2. Unitec shall send an invoice to the School by **30 April 2020**.

- 9.3. The School shall pay each invoice to Unitec in full within 30 days after the date of the invoice.

10. Intellectual Property

- 10.1. The School agrees and acknowledges that Unitec is the owner of the Intellectual Property relating to the Materials and the Agreed Courses and that nothing within this Agreement shall give the School any right, title or interest in Unitec's Intellectual Property relating to the Materials or the Agreed Courses.
- 10.2. All Materials will be supplied by Unitec in advance of each Agreed Course.
- 10.3. The School is permitted to print, fax or photocopy Materials supplied only for the purpose of teaching students. The School must not hold onto expired versions of Materials so that the risk of using outdated Materials is reduced.
- 10.4. Unitec will supply updates of any Materials where changes are considered necessary by Unitec or NZQA. This will be done on an annual basis to mitigate the use of expired Materials.
- 10.5. No Materials may be sold, given, loaned or dealt with in any way to any other school or education provider (including any apprenticeship provider) whether in New Zealand or otherwise.

11. Disputes

- 11.1. In the event that a dispute or disagreement arises between Unitec and the School concerning the interpretation or application of this Agreement, the co-ordinator of one party will give full written particulars of the dispute or disagreement to the other co-ordinator and both will in good faith enter into discussions to try and resolve the dispute.
- 11.2. If the co-ordinators are unable to resolve the dispute or disagreement within 10 business days after the written particulars have been received by the second party, the dispute or disagreement shall be referred to the chief executive of Unitec and the principal of the School for resolution.
- 11.3. If those persons cannot resolve the dispute within 10 business days after the matter has been referred to them, (or any longer period agreed to by the parties), the dispute shall be referred to mediation. A party must use the mediation procedure to resolve a dispute before commencing legal proceedings.
- 11.4. The mediation procedure is:
- (a) The parties shall appoint a mediator and if they fail to agree the President of the Auckland District Law Society or the President's nominee will appoint a mediator who is a panel member of LEADR;
 - (b) The parties shall co-operate with the mediator in an effort to resolve the dispute;
 - (c) The mediator may engage an appropriately qualified expert to give an opinion on technical matters;
 - (d) If the dispute is settled, the parties shall sign a copy of the terms of the settlement;
 - (e) If the dispute is not resolved within 21 days after the mediator has been

appointed, or within any extended time that the parties agree to in writing, the mediation shall cease;

- (f) Each party shall pay an equal share of the costs of the mediator's fee and costs;
- (g) The terms of settlement will be binding on the parties and may be tendered in evidence in any legal proceedings;
- (h) The parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation period are not admissible by the recipient in any legal proceedings.

12. Termination

12.1. A party ("first party") may terminate this Agreement immediately by notice in writing to the other party if:

- (a) The other party has committed a breach of this Agreement which has not been remedied 10 business days after notice in writing has been sent by the first party;
- (b) The registration and/or accreditation of the first party is cancelled, revoked or withdrawn in accordance with the terms of the Education Act 1989; or
- (c) Government regulations do or will, in the opinion of the first party, materially prejudice the benefit accruing to the first party under this Agreement.

12.2. As soon as practically possible after a notice of termination has been given, the parties shall work together conscientiously and in good faith to put in place processes to ensure any students then undertaking Agreed Courses are not prejudiced by the termination of this Agreement and to have the remainder of any Courses then in progress provided by an alternative provider determined by Unitec.

12.3. Promptly after termination of this Agreement, the School shall return to Unitec all copies of the Materials in its possession or control as at the date of termination.

12.4. Clause 10 shall survive the termination of this Agreement.

Signed for and on behalf of **GREEN
BAY HIGH SCHOOL**

Signature

Print Name

Date

Signed for and on behalf of **Unitec
Institute of Technology**



Signature
Glenn McKay – Acting Interim Chief
Executive

Print Name
11/03/20

Date

SCHEDULE ONE
AGREED COURSES

Between:	Unitec Institute of Technology ("Unitec:")			
	Green Bay High School ("The School")			
Area:	Early Childhood			
Contact Person:	Catrin Hughes			
Telephone:	Telephone 027 392 9430			
Email:	Email catrin.hughes@greenbayhigh.school.nz			
Approved credits to be undertaken:	Unit Standard	Title	Version	Credits
	10019	Safe Environments	6	3
	10026	Child Development	6	5
	26707	Play	4	4
	26708	Reciprocal and Responsive Relationships	4	4
	29852	Basic Needs and Nutrition	1	4
	29853	Health Issues and Services	1	3
	29854	Hygiene and Safety	1	2
	29855	Attachment and Transitions	1	3
	29859	Values and Beliefs	1	4
	29867	Diverse Families and Whānau	1	5
	29868	Professional Behaviour	1	4
	29871	ECE Services	1	3
Outcome:	Delivery of Certificate courses covering the above Unit Standards			
Location:	Delivery at GREEN BAY HIGH SCHOOL under Unitec Accreditation			
Relevant Year	2020			
CHARGES:				
Per student plus GST for up to 20 students			\$140.00	
Per student plus GST for every additional student post the first 20 students			\$35.00	
<i>Additional costs for travel out of Auckland Schools to enable our lecturers to make the necessary moderation visits may be incurred, as agreed to by the School.</i>				
ACTUAL STUDENTS ENROLLED				
XX			\$	
Total			\$	
GST (15%)			\$	
Total to be invoiced			\$	

SCHEDULE TWO

QUALITY MANAGEMENT SYSTEMS

The Quality Management Systems of the School and Unitec will link in the following manner to deliver the Agreed Courses.

- Both the School and Unitec operate and maintain separate Quality Management Systems (QMS).
- Students enrolling in the Agreed Courses with the School will be subject to provisions contained in both these systems.

