



Funding Agreement to 31 December 2021

The Ministry of Education

and

..... Board of Trustees

For:

Resource Teachers: Learning and Behaviour

Date

2019

PARTIES

The Sovereign In Right of the Government of New Zealand acting by and through the **Secretary for Education** at Wellington (“the Ministry”)

AND The Board of Trustees (“the Board”).

BACKGROUND

Schools and kura¹ are responsible for the educational achievements of all children and young people. Learning support is the additional resource needed to help learners fulfil their learning potential when barriers they face exceed the support from general classroom education and related resources.

The Ministry of Education (the Ministry) and other education services, agencies and organisations including the Resource Teachers: Learning and Behaviour (RTLB) service are available to work alongside schools and kura to provide learning support when it is needed. Support includes system wide, targeted or individual support so that children and young people with learning support needs, including disabilities are welcome and where their achievement, progress, wellbeing and participation is valued and supported.

The Ministry is strengthening the way that learning support is provided through the Learning Support Delivery Model (LSDM) so that all children and young people can get the best from their learning and time in education. The LSDM organises learning support around what best meets the needs of all children and young people with learning support needs across a local community, including those who are neurodiverse, gifted and those at risk of disengaging from education.

The LSDM brings together groups of education providers in a community – early learning services, schools and kura – with other government agencies and service providers, to identify local needs and resources, and plan support based on the evidence – what we know works, to best support children and young people to learn.

The RTLB service is a critical component of the network of learning support provision. During the term of this agreement and in collaboration with the Ministry and other key learning support providers, the RTLB service will be intrinsic to the successful implementation of the LSDM.

As further improvements, such as the introduction of the first tranche of Learning Support Coordinator (LSC) roles from 2020 and initiatives identified as part of the Learning Support Action Plan are released, RTLB will support the implementation of these priorities.

¹ In this context, kura refers to Kura Kaupapa Māori and Kura ā Iwi

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Defined terms

In this agreement, unless the context requires otherwise:

Agreement means this funding agreement and its Schedules;

Cluster schools and kura means the schools and kura listed in Appendix A.

Grant means the sum paid in accordance with clause 4 of this Agreement;

Minister means the Minister of Education;

Start Date means 1 January 2020.

Term means the term of this Agreement specified in clause 2.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and have no legal effect unless otherwise specified;
- (b) references to the singular include the plural and vice versa;
- (c) references to a party include that party's successors, executors, administrators and permitted assignees (as the case may be);
- (d) references to clauses and Schedules are to the clauses and Schedules in this Agreement;
- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) references to a person include:
 - (i) an individual, firm, company, corporation or unincorporated body of persons;
 - (ii) any public, territorial or regional authority;
 - (iii) any government; and
 - (iv) any agency of any government or authority;
- (g) an obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

- (h) references to any statute include any amendment to, or replacement of, that statute and any subordinate legislation made under it;
- (i) wherever the words “includes” or “including” (or similar words) are used, they are deemed to be followed by the words “without limitation”; and
- (j) except as otherwise expressly stated, monetary references are references to New Zealand currency.

2. **TERM**

- 2.1 This Agreement starts on 1 January 2020 and continues until 31 December 2021 unless terminated earlier in accordance with clause 7 of this Agreement.
- 2.2 The Ministry has the discretion to extend the term of the Agreement for an additional two years.

3. **PURPOSE OF THE GRANT**

- 3.1 The Board will use the Grant solely for the purpose of providing the RTLB service as specified in Schedule A to a standard acceptable to the Ministry.
 - (a) The Board acknowledges that it is receiving public funds appropriated for the purpose of providing the RTLB Service and will ensure that the funds are used prudently and only for that purpose. Unless the Ministry consents in writing to surplus funds being used by the Board to support RTLB service after the period of this agreement, all surplus funds must be returned to the Ministry.
 - (b) The Board will manage its budgeting, expenditure, delegation and accounting in the normal manner. The regular audit of the Board’s accounts will cover the use of RTLB Service funding.

4. **PAYMENT OF THE GRANT**

- 4.1 The Ministry will provide funding to the Board as outlined in Schedule B.
- 4.2 The RTLB staffing entitlement, cluster manager positions and leadership allowances available to the Board are outlined in Schedule B.

5. **CONDITIONS**

- 5.1 Health and Safety at Work Act 2015
The Board must:
 - (a) consult, cooperate and coordinate with the Ministry, to the extent required by the Ministry, and to ensure that the Ministry and the Board will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this Contract;

- (b) perform its, and ensure that its Personnel perform their, obligations under this Contract in compliance with its and their obligations under the Health and Safety at Work Act 2015;
- (c) comply with all reasonable directions of the Ministry relating to health, safety, and security;
- (d) report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Ministry to the extent that it relates to, or affects, this Contract;
- (e) act in good faith as a good employer

5.2 Privacy

The Board must ensure that all persons involved in the delivery of the RTLB service must comply with the Privacy Act 1993 and the Health Information Privacy Code 1994 when dealing with personal information.

6. AUDIT

Notice of audit

- 6.1 The Ministry may at any time notify the Board that the Ministry wishes to audit any or all the Board's compliance with the terms of this Agreement, provided that the Ministry may only conduct an audit once in any 12 month period and at any other time where the Ministry has reasonable grounds to suspect the Board has not complied with this Agreement.

Audit

- 6.2 The Ministry will notify the Board of the date on which the audit will commence, which must be at least five Business Days after receipt of a notice under clause 6.1. The Board will allow the Ministry or its nominee to inspect the Board's premises, systems and records on and from the date notified by the Ministry during the Board's normal business hours for the purpose of conducting the audit. The Ministry will comply with the Board's reasonable security and confidentiality requirements in conducting any audit under this clause 6.2.

Assistance

- 6.3 The Board will assist the Ministry with any audit conducted under clause 6.2 and will ensure its personnel and subcontractors also assist the Ministry, including by making their premises, systems and records available to the Ministry or its nominee if requested.

Non-compliance

- 6.4 Without limiting any of the Ministry's other rights or remedies, if any audit conducted under clause 6.2 discloses any failure to comply with this Agreement by the Board, the Board will promptly remedy the non-compliance. The Board will refund any amount

of the Grant not applied in accordance with clauses 3.1 and five Business Days of completion of an audit and delivery of an audit report.

7. TERMINATION

- 7.1 The Ministry may terminate this Agreement at any time by giving at least 6 months written notice to the Board.
- 7.2 The Board may terminate this Agreement at any time by giving at least 6 months written notice to the Ministry.
- 7.3 This Agreement may be terminated by the Ministry if the Board:
- (a) has breached clause 3 of this Agreement; or
 - (b) has not complied with clause 5 of this Agreement; or
 - (c) is the subject of an investigation for fraud or financial mismanagement by a government agency; or
 - (d) is in debt to the Ministry and is unable or unwilling to repay that debt within the timeframes prescribed by the Ministry; or
 - (e) is in breach of this Agreement and the breach has not been remedied by the Board within 10 working days of the Ministry notifying the Board of the breach, or the breach is not capable of being remedied; or
 - (f) repeatedly fails to perform or comply with the terms of this Agreement.

Consequences of termination

- 7.4 If the Agreement is terminated under clause 7.3:
- (a) the Ministry may require the Board to repay all or part of the RTLB Operational Grant to the Ministry. The amount of the Grant to be repaid will be determined by the Ministry calculated on a pro-rata basis over the remaining period of the Term;
 - (b) the amount to be repaid shall include any interest earned by the Board on the Grant;
 - (c) if the Grant or part of the Grant, becomes payable to the Ministry, by the Board pursuant to this clause 7.3, the Board must repay the Grant (or the amount determined by the Ministry that is repayable) within 25 business days of a demand made in writing by the Ministry to the Board.

8. DISPUTES

- 8.1 If a dispute, disagreement, question, difference or claim arises between the parties in connection to this Agreement or its subject matter (*Dispute*), either party may give the other written notice (*Dispute Notice*) requiring that the Dispute be determined in accordance with the dispute resolution process set out in Schedule E.

9. GENERAL

9.1 The parties agree:

- (a) that they will perform their obligations under this Agreement as independent contractors to each other.
- (b) this Agreement will not create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties, unless it expressly states otherwise. Neither party may make or allow anyone to represent that any such relationship exists between the parties.
- (c) neither party will have the authority to act for, or incur any obligation on behalf of, the other party, except as expressly provided for in this Agreement.

9.2 The Board shall not sell, transfer or assign any rights or obligations under this Agreement without the Ministry’s prior written agreement.

9.3 If, during the term of the Agreement, the cluster is to have a reduction in staffing in the following year, the Ministry will notify the Board as soon as practicable to allow for surplus staffing processes to take place.

9.4 This Agreement may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same Agreement. A party may enter into this Agreement by signing a counterpart copy and sending it to the other party, including by e-mail.

SIGNATURES

For The Sovereign in right of the Government of New Zealand acting by and through the Secretary for Education or his delegate:
Signature:
Name:
Position:
Date:

For and on behalf of ... Board of Trustees by
Signature:
Name:
Position:
Date:

Witnessed by:
Name:
Date:

Witnessed by:
Name:
Date:

SCHEDULE A

Provision of the RTLB Service

The purpose of Schedule A is to specify the role and responsibilities of the Board in providing the RTLB service on behalf of cluster schools and kura.

Part One: Governance & Management

<i>What the Board will provide</i>	The Board will govern the RTLB service in accordance with <i>Governing and Managing RTLB Clusters</i> , in the interests of all schools and kura in the cluster and in accordance with the Treaty of Waitangi and the <i>National Administration Guidelines (NAGs)</i> .
<i>Success measures</i>	<ul style="list-style-type: none"> • Appropriate authority and accountability is delegated to the principal and cluster manager (the RTLB strategic leadership and management team) for the day to day management of the RTLB cluster, RTLB funding and resourcing, and RTLB service provision. • The objectives in the RTLB Strategic and Annual Plans are met. • RTLB cluster staff are recruited and appointed. • RTLB funds are used for the provision of the RTLB service. • Reporting requirements are fully met.

Part Two: Professional Relationships

<i>What the Board will provide</i>	The Board will ensure professional, trusting and respectful relationships at all levels and at all times with all key stakeholders.
<i>Success measures</i>	<ul style="list-style-type: none"> • RTLB and Ministry learning support practitioners work collaboratively with schools and kura to provide flexible, joined-up support where it is appropriate. • Schools and kura, including those working collaboratively in groups and Kāhui Ako, value the relationship they have with the RTLB service. • RTLB work closely with Learning Support Coordinators where they are in place to provide system wide, targeted or individual support to schools, their children and young people and their families and whānau. • RTLB work to support schools and kura to partner with families and whānau to plan support for their children and young people in ways that work for them, values their contribution, and reflects their unique identity, language and culture.

Part Three: Access and Service Provision

<p><i>What the Board will provide</i></p>	<p>The Board will ensure:</p> <ul style="list-style-type: none"> • a high quality and effective RTLB service is provided • the service works with the Ministry on the continued implementation and embedding of the LSDM • the service is accessible to all RTLB cluster schools and kura including those working in groups and Kāhui Ako to implement the LSDM • the service contributes to positive outcomes for children and young people and inclusive practices across all cluster schools and kura.
<p><i>Success measures</i></p>	<ul style="list-style-type: none"> • The service works collaboratively with the Ministry and other education providers to: <ul style="list-style-type: none"> ❖ identify local needs, including those identified through learning support registers, and think collectively about how to best use available resources to build on existing good practice and provide innovative solutions in ways that work for families and whānau and their children and young people ❖ plan the best way to use their resources to effectively respond to the needs of children and young people whilst strengthening the confidence and capability of adults ❖ take a tiered approach to support the learning needs of all children and young people including providing universal system-wide support, targeted or individualised support as needed. • Cluster schools and kura including those working in groups and Kāhui Ako: <ul style="list-style-type: none"> ❖ know how, why and when to access learning support ❖ have equitable access to the full range of RTLB services and funding ❖ use the service and value the service provided. • The service is based on a comprehensive needs analysis, is strategic and planned. • RTLB follow the Ministry and RTLB practice framework. • The service is well-documented; service outcomes are monitored, recorded and reported in accordance with <i>Governing and Managing RTLB Clusters</i>. • The service is continually improving, responsive, flexible and innovative.

Part Four: Service Priorities

The Board will ensure the cluster prioritises services to support the achievement of Māori and Pacific students and to support inclusive practices in schools and kura.

<i>RTLB Service Priorities</i>	<i>Success measures</i>
<i>Māori student achievement</i>	<ul style="list-style-type: none"> • Māori student achievement data is collected, analysed and used to inform planning and practice. • The RTLB team makes progress against the Rubrics 2.7 and 3.1 from the Measurable Gains Framework, <i>Ka Hikitia – Accelerating Success 2013-2017</i> and its successor.
<i>Pacific student achievement</i>	<ul style="list-style-type: none"> • Pacific student achievement data is collected, analysed and used to inform planning and practice. • The RTLB team uses the <i>Pasifika Education Plan 2013-2017</i> and its successor to set goals to accelerate literacy and numeracy achievement for Pasifika students.
<i>Inclusion</i>	<ul style="list-style-type: none"> • RTLB use the practice framework to work with Ministry learning support practitioners to actively lead, promote and support inclusive practices in all their work with cluster schools and kura and community networks.

Annual service priorities

In addition to the service priorities above, the Board will ensure the Government's priorities and the Ministry's annual service priorities and service expectations are embedded in the work of the service. The priorities may be varied by the Ministry of Education by 27 January each year over the term of this agreement to reflect any changes in Ministry policy or national priorities.

Part Five: RTLB Service Expectations

<p>All learners enrolled in state and state integrated schools, should have access to support from the RTLB service. This includes students in Alternative Education (AE) and Activity Centre settings. RTLB are not expected to provide services to foreign free-paying students as they are not resourced to do so.</p>	
<p>Service Expectations will include, but not be limited to:</p>	<p>Success measures</p>
<p><i>The intensity and duration of support provision should be driven by the needs of students.</i></p>	
<p><i>RTLB provide universal, targeted and individualised support for:</i></p> <ul style="list-style-type: none"> • <i>Individual students</i> • <i>Groups of students</i> • <i>Individual schools</i> • <i>Groups of schools which could include those in Kāhui Ako</i> <p><i>Cluster Projects</i></p>	<ul style="list-style-type: none"> • RTLB provide high quality and effective learning and behaviour services for schools, kura, groups of schools working collaboratively on learning support and Kāhui Ako within a cluster. • RTLB support teachers, schools, kura, groups of schools and Kāhui Ako to develop inclusive classroom environments that enhance students' presence, participation, wellbeing, progress and achievement. • RTLB and the Ministry work together to share data through the LSDM, and accept collective responsibility for supporting the learning needs of all children and young people including those identified on learning support registers. • RTLB support the achievement of children and young people in Years 1-10. This includes actively supporting the transition of students into and out of these year levels to meet their needs. • RTLB follow the learning support practice guidance. • Teachers are confident to manage the needs of students with learning support needs. • The cluster looks for opportunities to be innovative in its support provision to schools and kura.
<p><i>Transition support for students</i></p>	<ul style="list-style-type: none"> • Support for transition to school and kura from ECE is collaboratively planned and provided for children and young people identified as having learning and/or behaviour support needs. • Transition support is collaboratively planned and provided for children and young people at critical transition points including (but not limited to): <ul style="list-style-type: none"> - School or kura to school or kura (including Te Kura) - English medium to bilingual settings - Bilingual settings to English medium - Cluster to cluster - From the end of one school year to the beginning of the next school year - School or kura to Alternative Education (AE) to school - School or kura to Stand Children's Services Villages to school or kura. • The provision of transition support will not be interrupted by <i>requests for support</i> closing unnecessarily at the end of a school year.
<p><i>Learning Support Communities</i></p>	<ul style="list-style-type: none"> • The RTLB service will work collaboratively with groups of schools and Kāhui Ako within the cluster, to identify and support

	<p>those children and young people who have learning support needs.</p> <ul style="list-style-type: none"> • RTLB will provide the agreed response to support the achievement of children and young people. • RTLB work collaboratively with the Ministry and other providers to support schools and kura and groups of schools and Kāhui Ako to identify and address issues that would be best addressed through a systems or training approach. • Where requested, RTLB will support Kāhui Ako to identify their achievement challenges.
<i>Secondary school/ and wharekura student achievement</i>	<ul style="list-style-type: none"> • RTLB will positively engage with and provide an effective and responsive service within secondary school or kura environments. • Secondary schools and kura value the RTLB service.
<i>Special Assessment Conditions (SAC)</i>	<ul style="list-style-type: none"> • RTLB assist schools and kura to establish systems to identify children and young people likely to benefit from SAC and to gather evidence for the purpose of submitting SAC applications. • RTLB contribute to a consistent spread of students across all cluster secondary schools and kura who are approved by New Zealand Qualifications Authority for SAC.
<i>PB4L Incredible Years Teacher programmes</i>	<ul style="list-style-type: none"> • RTLB work collaboratively with the Ministry to plan and deliver programmes to meet local needs. • RTLB are trained to deliver the Incredible Years Teacher (IYT) programme and have attained IYT accreditation. • Teachers in cluster schools and kura receive IYT training from RTLB. • RTLB meet IYT programme, delivery and fidelity standards.
<i>PB4L School Wide</i>	<ul style="list-style-type: none"> • RTLB work in partnership with the Ministry, schools and kura to support them to implement PB4L School Wide.
<i>Intensive Wraparound Service (IWS)</i>	<ul style="list-style-type: none"> • Cluster managers work collaboratively to prioritise children and young people to receive IWS through the local intensive services panel. • RTLB in conjunction with schools, kura and Ministry of Education Learning Support practitioners, make IWS applications for eligible children and young people. • RTLB may be in the lead worker role when a child and young person is accepted into IWS, and remain engaged throughout the wraparound process for as long as is needed.
<i>Residential Special Schools (RSS) Only Access pathway</i>	<ul style="list-style-type: none"> • Cluster managers work collaboratively to prioritise children and young people to receive RSS only through the local intensive services panel. • RTLB in conjunction with schools, kura and Ministry of Education Learning Support practitioners, make RSS applications for eligible learners. • RTLB will undertake a full risk assessment prior to application for RSS. • RTLB may be in the lead worker role when a child or young person is accepted into RSS only pathway, and remain engaged throughout their RSS enrolment and while they transition back to their local school.

<p><i>Children and young people who are in the care of Oranga Tamariki</i></p>	<ul style="list-style-type: none"> • Gateway education assessments are completed in accordance with the Gateway Assessments guide. • Gateway referrals for children and young people entering State care are prioritised to receive learning support in accordance with the <i>Interagency Gateway Guide</i>.
<p><i>Children's Teams</i></p>	<ul style="list-style-type: none"> • RTLB participate in the work of Children's Teams in accordance with agreed multi-agency principles and processes. • RTLB will be part of a team around a child or young people where that child or young person is already receiving an RTLB service. • If appropriate, an RTLB could be the lead professional around a child or young person where that child or young person has learning support needs.
<p><i>Bilingual Assessments</i></p>	<ul style="list-style-type: none"> • The RTLB service ensures eligible children and young people in Years 1-13 receive Bilingual Assessments in a timely manner.

End of Schedule A

SCHEDULE B**Annual Resourcing and Funding Value**

Schedule B specifies the annual staffing and funding resource for the RTLB service. Parts One and Two may be varied by the Ministry by 27 January each year over the term of this agreement to reflect any changes in resourcing, funding, policy or capacity.

Part One: Staffing Entitlement

Cluster Manager	RTLB	Leadership Payments
? FTTE	? FTTE	?

Part Two: Cluster Operational (Discretionary) Funding

	Sum Payable
Learning Support Funding (LSF)	
Travel Grant	
Administration Grant	
Lead School Grant	

End of Schedule B

SCHEDULE C

Professional development and collaboration with Ministry staff

Schedule C specifies the support the Ministry will provide the Lead School and the RTLB service.

Part One: Professional Development Opportunities

RTLB study awards	The Ministry will support newly appointed RTLB, and those RTLB that have not had access to the RTLB study awards previously, to attain the RTLB qualification. This will include the payment of tuition fees and a contribution to travel and accommodation costs if the RTLB cluster is located more from 120km from the universities delivering block courses.
Professional Development Forums	<p>The Ministry will facilitate regional forums for Cluster Managers and/or Practice Leaders which will include a professional development component (see Part Two below).</p> <p>The Ministry will facilitate and fund an annual national combined forum for Lead School Principals and Cluster Managers.</p>

Part Two: Collaboration with Ministry Staff

The quality of learning support provision to students, schools and kura, clusters and Kāhui Ako relies on:

<p>Key relationships</p>	<p>1. the establishment and maintenance of respectful working relationships:</p> <ul style="list-style-type: none"> • the RTLB Lead School Principals' Executive and Ministry, the Group Manager System Innovation and Strategic Design, Learning Support, Ministry Resourcing, Infrastructure and Payroll. • Lead School Principals, Ministry Directors of Education, Managers of Learning Support, Education Managers and Kāhui Ako Lead Principals. • RTLB Cluster Managers, Ministry Service Managers, RTLB Practice Leaders, liaison RTLB, the Learning Support Facilitator function and Learning Support Coordinators.
<p>Collaboration</p>	<p>2. working in equal partnership to:</p> <ul style="list-style-type: none"> • establish and maintain one system of learning support access and provision • share expertise and resources • solve problems.
<p>Communication</p>	<p>3. a two way exchange of open and honest communication to:</p> <ul style="list-style-type: none"> • share data, information, thoughts and ideas • seek to reach mutual understanding and agreement on the views of each party.
<p>Governance and Management</p>	<p>The local Ministry learning support team will work collaboratively with the RTLB Lead School to support them to:</p> <ul style="list-style-type: none"> • fulfil the roles and responsibilities of the Funding Agreement • recruit lead school principals and cluster managers when required • induct a new board, board chair, lead school principal and cluster manager when required • identify, plan and implement Ministry developments and priorities • align the strategic and annual plans of local Ministry and RTLB to provide learning support to students, schools, kura and groups of schools and Kāhui Ako working collaboratively on learning support

	<ul style="list-style-type: none"> • provide accurate financial reports to the Ministry • identify property solutions and negotiate Property Occupancy Agreements (PODs) with host schools.
Professional Development	<p>The local Ministry learning support team and the RTLB service will work in a professional, trusting and respectful manner to:</p> <ul style="list-style-type: none"> • support the professional development of Ministry and RTLB learning support practitioners • provide an annual professional development Practice Leader Forum for RTLB Practice Leaders (see Part One above) • provide professional supervision through mutual agreement.
Service delivery	<p>The local Ministry and the RTLB service will implement the Learning Support Delivery Model (LSDM) to:</p> <ul style="list-style-type: none"> • ensure seamless learning support service through joint strategic and service delivery planning • develop practice that supports the learning journey of children and young people and reflects their individual needs • set up and maintain a single point of contact for families and whānau, schools and kura to access learning support • support children and young people’s transitions from Early Childhood (EC) to schools and kura and between schools and kura • ensure children and young people receive support for as long as the support is necessary in order for them to succeed • set up and maintain local learning support panels • support the role of the Learning Support Coordinator where this is in place and the Learning Support Facilitator function.

End of Schedule C

SCHEDULE D**Part One: Planning and Reporting**

The Board will provide reports to the Ministry and to cluster schools and kura containing the information and in the formats specified in *Governing and Managing RTL B Clusters*.

From time to time the Ministry may also require a report on a particular activity associated with this Agreement. The Lead School will provide such reports within the number of days specified in the request.

Planning and Reporting Schedule		Due Date
Strategic Plan and Annual Action Plan Annual Report (Narrative)	The strategic and annual plans and annual narrative report will be submitted to the Ministry's RTL B Enquiries Mailbox RTL B.Enquiries@education.govt.nz	1 March each year
Annual Report (Financial)	The report will be submitted to the Ministry's RTL B Enquiries Mailbox RTL B.Enquiries@education.govt.nz	31 May each year
Half-yearly Report	The report will be submitted to all cluster school boards showing the cluster's use of their staffing entitlement, service patterns, service outputs and outcomes, allocation of student support funds across cluster schools and kura, and service issues of interest to key stakeholders.	End of Week One, Terms 1 and 3
Quarterly risk analysis	The report identifying risks and issues will be submitted to the Ministry.	End of Week One each term
Quarterly quantitative report	The report will be submitted to the Ministry showing service patterns, service outputs and outcomes and allocation of cluster funds.	End of Week One each term

End of Schedule D

SCHEDULE E

DISPUTE RESOLUTION PROCESS

1 **Negotiation**

The parties will enter into negotiations to resolve the Dispute within 10 Business Days of the Dispute Notice being issued. Negotiations will be held between representatives of the parties (who must have authority to settle the Dispute). The Dispute will be escalated to senior management as necessary.

2 **Mediation**

If:

- (a) the parties agree; and
- (b) the Dispute is not resolved by negotiation within 10 Business Days of receipt of the Dispute Notice,

then the Dispute may be referred to mediation by one party giving written notice to the other (*Mediation Notice*). The mediation will be heard as soon as possible in Wellington, New Zealand and conducted in accordance with the provisions of the then-current LEADR New Zealand Incorporated Standard Mediation Agreement (*Mediation*). The Mediation will be conducted by a mediator, and at a fee, agreed by the parties. If the parties fail to agree such matters within 10 Business Days following the date of the delivery of the Mediation Notice, the Chair for the time being of LEADR New Zealand Incorporated will select the mediator and determine the mediator's fee. The parties will share equally the cost of the mediator's fee.

3 **Arbitration**

If the Dispute:

- (a) has not been resolved within a period of 10 Business Days (or such longer period as the parties may agree) in accordance with paragraph 1 of this Schedule; or
- (b) in accordance paragraph 2 of this Schedule,

then either party may issue a notice (*Arbitration Notice*) referring the Dispute to arbitration.

Each Arbitration Notice will be regarded as a reference of the Dispute to arbitration in accordance with the Arbitration Act 1996 (the *Act*). Each such arbitration will be conducted on the following terms:

- (c) the place of arbitration will be Wellington, New Zealand;
- (d) the tribunal will consist of a sole arbitrator, to be appointed by agreement of the parties, but if the parties fail to reach such agreement within 10 Business Days of the date of the Arbitration Notice, then the arbitrator will be appointed by the President for the time being, or his or her nominee, of the Arbitrators' and Mediators' Institute of New Zealand Inc;
- (e) the arbitration will be conducted as quickly as possible and, as far as is practicable, the arbitrator will issue his or her award within four months of his or her appointment. When

determining the procedure and scheduling of the arbitration, the arbitrator will take this time period into consideration;

(f) each party will pay its own costs in relation to the arbitration.

4 **Interlocutory relief**

Nothing in this Schedule 3 will prevent either party, at any time, from seeking any urgent interlocutory relief from a court of competent jurisdiction in relation to any matter that arises under this Agreement.

5 **Continuity**

In the event of a dispute between the parties concerning this Agreement, the Grantee will continue to provide the Services and Deliverables unless the Ministry requires otherwise in writing.

6 **Without prejudice**

Unless and until a Dispute is resolved by an express written agreement of the parties, any and all statements and undertakings made by the parties in connection with the associated Dispute resolution process (excluding any arbitration proceedings) will be deemed to have been made on a “without prejudice” basis.

Appendix A: List of schools, kura and Kāhui Ako in Cluster [*cluster number*] as at [*date list created*]. There are likely to be some modifications to the list of schools and Kāhui Ako over the period of this Agreement.

The cluster is expected to ensure the service is accessible to all cluster schools and kura including those in networks of schools and Kāhui Ako whose member schools and kura sit outside of cluster geographical boundaries.