



**Te Tāhuhu o
te Mātauranga**
Ministry of Education

FUNDING AGREEMENT

Ministry of Education

and

[...School Name] Board

For:

Resource Teachers: Learning and Behaviour

FUNDING AGREEMENT

AGREEMENT dated

2023

Parties

Ministry of Education (*the Ministry*)

...School Board (*the Board*)

Overview

The Ministry is providing funding for the RTLB Service to the Board on the terms and conditions set in this Agreement.

Agreement

The Ministry will pay the funding to the Board, and the Board accepts the staffing and funding, on the terms and conditions set out in this Agreement, including Schedule 1 (Agreement Details), Schedule 2 (Terms and Conditions) and Schedule 3 (Dispute Resolution).

SIGNATURES

For Ministry of Education :	For ... School Board
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

Witnessed by:	Witnessed by:
Name:	Name:
Date:	Date:

SCHEDULE 1 – AGREEMENT DETAILS

BACKGROUND TO THIS AGREEMENT

The RTLB service is a key provider of specialist teacher support within the New Zealand Education system. RTLB support is focused on working with schools and kura to meet a broad range of learning, wellbeing, and behaviour related needs of mokopuna in Years 1 to 10, in State and State Integrated Schools.

RTLB services are part of the wider learning support system which is focused on what best meets the needs of mokopuna within their local community. Learning support needs refers to a wide range of needs including neurodiversity, gifted, wellbeing and those at risk of disengaging from education. The intent of all learning support including the RTLB service is to bring together groups of education providers in a community – with government agencies and service providers, to identify local resources and respond to local needs in flexible and tailored ways, based on He Pikorua as a shared practice framework. This focuses on collaborative relationships, a collective inquiry approach, and knowledge of evidence-based practice, to best support children and young people to succeed in education.

1. PURPOSE OF THE FUNDING

The Board will use the Funding solely for the purpose of providing the RTLB Service as described in Schedule 2.

- (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 should work to use allocated resources with-in the term of each funding agreement and note that the Ministry may manage surpluses in 2024 (for 2022 and 2023) and in 2027 (for 2024 to 2026).
- (c) At the end of each funding agreement and based on the relevant financial reports, the Ministry will inform clusters how any accumulated surplus funds will be managed. In 2024 and 2027, until this advice is received, Lead Schools must retain surpluses and note that decision-making about the use of surplus funds sits with the Ministry.
- (d) 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.

2. CONDITIONS

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.

PRIVACY

The Board must ensure that all persons involved in the delivery of the RTLB service must comply with the Privacy Act 2020 and the Health Information Privacy Code 1994 when dealing with personal information.

CONFIDENTIALITY

Confidential Information means, in relation to a party, all information of any kind, whether in tangible or documentary form, and whether marked or identified as being confidential, relating to that party or its business operations, customers or technologies and, in relation to the Ministry.

The parties must:

- (a) keep Confidential Information confidential at all times.
- (b) not disclose any Confidential Information to any person other than its employees, agents or contractors who have a need-to-know for the purposes of the Programme or fulfilling the receiving party's obligations under this Agreement.
- (c) effect and maintain adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons.
- (d) ensure that any employees, agents, or contractors to whom it discloses the Confidential Information are aware of and comply with the provisions of this clause.

The obligations of confidentiality this clause does not apply to Confidential Information to the extent that such Confidential Information:

- (a) is in, or becomes part of, the public domain through no fault of either party;
- (b) was, before the receiving party received such Confidential Information, in the receiving party's possession without any obligations of confidence;
- (c) is subsequently disclosed to a party, without any obligations of confidence, by a third party who has not derived it from the other party; or

(d) is required to be disclosed by law.

The Board will advise the Ministry in writing if it is legally required to disclose any of the Ministry's Confidential Information and will follow the Ministry's reasonable directions in order to limit the disclosure to the extent possible.

AUDIT

Notice of audit

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

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. 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.

Assistance

The Board will assist the Ministry with any audit 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

Without limiting any of the Ministry's other rights or remedies, if any audit 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 Funding not applied in accordance with this agreement and within five Business Days of completion of an audit and delivery of an audit report.

TERMINATION

The Ministry may terminate this Agreement at any time by giving at least 6 months written notice to the Board.

The Board may terminate this Agreement at any time by giving at least 6 months written notice to the Ministry.

This Agreement may be terminated by the Ministry if the Board:

- a) has breached or not complied with this Agreement; or
- b) is the subject of an investigation for fraud or financial mismanagement by a government agency; or

- c) is in debt to the Ministry and is unable or unwilling to repay that debt within the timeframes prescribed by the Ministry; or
- d) 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
- e) repeatedly fails to perform or comply with the terms of this Agreement.

Consequences of termination

If the Agreement is terminated:

- a) the Ministry may require the Board to repay all or part of the Funding to the Ministry. The amount of the Funding to be repaid will be determined by the Ministry calculated on a pro-rata basis over the remaining period of the term of the agreement;
- b) the amount to be repaid shall include any interest earned by the Board on the Funding;
- c) if the Funding or part of the Funding becomes payable to the Ministry by the Board, the Board must repay the Funding (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.

DISPUTES

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 3 – Dispute Resolution.

GENERAL

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.

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

If, during the term of the Agreement, the RTL cluster is to have a reduction in staffing in the following year, the Ministry will notify the Board of possible reductions by the end of May and confirm any reduction by mid-October (at the latest) in the current year. NZSTA is available to provide advice to Boards who may need to reduce.

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.

3. REPORTS

The Board will report to the Ministry as outlined in Part 4 of Schedule 2 – Terms and Conditions.

4. REVIEW

The Ministry may advise clusters of amendments to this agreement to reflect changes in priorities, resourcing, funding, policy, or capacity in consultation with the Board.

5. PAYMENTS

- a) The Ministry will provide funding to the Board as outlined in Part 2 of Schedule 2 – Terms and Conditions.
- b) The RTLB staffing entitlement, cluster manager positions and leadership allowances available to the Board are outlined in Part 2 of Schedule 2 – Terms and Conditions.

6. PARTICULARS OF AGREEMENT

Staffing and Funding	As shown Part 2 of schedule 2 Terms and Conditions.
Commencement Date	1 January 2024
End Date	31 December 2025
Renewal	The Ministry has the discretion to extend the term of the Agreement for an additional two years.
Details for notices to the Board	To the Board: Address: Email:
Details for notices to the Ministry	To the Ministry: Address: 1 The Terrace, Thorndon Wellington 6011 Email: CC:

SCHEDULE 2 – TERMS AND CONDITIONS

Part 1 Provision of the RTLB Service

The purpose of Part 1 is to specify the role and responsibilities of the Board in providing the RTLB service on behalf of RTLB cluster schools and kura.

1. Governance & Management

<i>What the Board will provide</i>	The Board will govern the RTLB service in accordance with the roles and responsibilities outlined in Governing and Managing RTLB Clusters ¹ , in the interests of all schools and kura in the cluster and in accordance with the Education and Training Act 2020, the Treaty of Waitangi and the National Education Learning Priorities (NELP).
<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. • Cluster review processes (self, peer or external) inform service improvements.

2. Professional Relationships

Te Mahau is committed to positive, professional, trusting, and respectful relationships with the RTLB service at all levels and at all times.

<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 Cluster schools and kura value the relationship they have with the RTLB service as reflected through service access and satisfaction data, including Kāhui Ako and other cluster groups. • RTLB and Ministry learning support practitioners work collaboratively with schools, kura and communities, including SENCOs and Learning Support Coordinators, to provide flexible, responsive, and joined-up support as appropriate to needs identified. • RTLB collaborate to provide system wide, targeted or individual support to schools, mokopuna, and their families and whānau (Te Tūāpapa). This may include participation in education related panels linked to learning support. • 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, languages and cultures.

¹ Governing and Managing Clusters V5 2021 [Governance & management / Home - Resource Teacher: Learning and Behaviour \(tki.org.nz\)](https://www.tki.org.nz/Resource-Teacher-Learning-and-Behaviour)

3. 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 and He Pikorua. • the service is easily accessible to all RTLB cluster schools and kura including Kāhui Ako and other cluster groups. • The service contributes to positive outcomes for mokopuna, kaiako, and whānau, and builds system capability for inclusive and Te Tiriti honouring practices within and across RTLB 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. ❖ address learning support needs of mokopuna, teachers and whānau in line with Te Tūāpapa • All RTLB cluster schools and kura including Kāhui Ako and other clusters: <ul style="list-style-type: none"> ❖ know how, why and when to access learning support through the RTLB service. ❖ have equitable access to the full range of RTLB services and funding. ❖ use the service and value the service provided. • Within available resources clusters work to actively manage workloads and avoid or minimise wait times. • The service is based on a comprehensive needs analysis, is strategic and planned. • In addition to the cluster satisfaction survey clusters use a survey on closure to seek feedback from mokopuna, whānau, and educators at the end of service² and routinely use this feedback for service improvement. • RTLB follow He Pikorua as their shared practice model. • 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.

² Clusters have individual surveys at present but in the future some or all questions may be aligned across clusters.

4. Service Priorities

In line with the Education and Training Act 2020 and Government priorities – the National Education Learning Priorities (NELP), Ka Hikitia - Ka Hāpaitia and Tau Mai Te Reo, the Action Plan for Pacific Education 2020-2030, the Learning Support Action Plan 2019-2025 (LSAP) and Delivery Model (LSDM), and the Attendance and Engagement Strategy 2022 – the Board will ensure the RTLB cluster includes the following priorities.

Within each priority attention should be given to noticing and responding to neurodiversity.

RTLB Service Priorities	Indicators
NELP priorities inform RTLB service provision, planning and reporting	NELP priorities are reflected in strategic planning and reporting
Implementing Ka Hikitia - Ka Hāpaitia ³ and Tau Mai Te Reo ⁴	<p>Ka Hikitia priorities are reflected in practice and in planning and reporting for each cluster and this is strengthened by contributions from Ngā Pouwhirinakitanga to clusters.</p> <p>Ākonga Māori in English and Kaupapa Māori and Māori medium learning settings access RTLB support</p>
Implementing the Refresh of the Action Plan for Pacific Education 2020 – 2030 ⁵ .	Pacific Education Action Plan shifts are reflected in strategic planning and reporting in ways that reflect the needs of Pacific learners in each cluster including support for the work of Tautai
Work to support capability building and inclusive practices within Te Tūāpapa o He Pikorua	<p>RTLB’s work with Ministry staff to actively lead, promote, and support inclusive practices in all their work with cluster schools and kura and community networks.</p> <p>RTLB continue to deliver high quality Incredible Years Teacher and Autism programmes.</p> <p>RTLB’s support teacher capability in the areas of inclusive practices and universal design for learning. Work undertaken responds to local requests and priorities and is agreed by each cluster so overall workloads and responsivity can be maintained.</p>
He Pikorua results in practice shifts across RTLB and Ministry staff ⁶	<p>Collaborative work to implement He Pikorua and to support practice shifts for RTLB and Ministry staff.</p> <p>Practice shifts collectively strengthen the provision of flexible, tailored and responsive learning support within Te Tūāpapa He Pikorua and the LSDM.</p> <p>Develop and implement He Pikorua outcome indicators across RTLB and Ministry services to understand practice shifts in each service.</p> <p>Develop and use shared or aligned RTLB/Ministry/cross cluster processes including an outcomes framework, service access, service review, consent and privacy, and complaints processes.</p>

³ [Ka Hikitia – Ka Hāpaitia – Education in New Zealand](#)

⁴ [Tau Mai Te Reo – Education in New Zealand](#)

⁵ <https://www.education.govt.nz/our-work/overall-strategies-and-policies/action-plan-for-pacific-education/#:~:text=The%202023%20refresh%20of%20the,shifts%20for%20Pacific%20education%20success>

⁶ [He Pikorua in action – He Pikorua \(education.govt.nz\)](#)

Work together focusing on improving wellbeing and behaviour supports across the system	Schools and Kura are confident in the support provided to respond to wellbeing and behaviour needs, with particular focus on noticing and responding to neurodiversity. RTLB, the Ministry, schools and kura collaborate to strengthen the range of supports that respond to wellbeing and behaviour needs within the given scope of each service.
RTLB support transitions into school and ⁷ out of school, not just years 0-10	Flexible decisions are made so RTLB support can be available for ākonga transitioning into school, and from Year 10 when RTLB support typically ends. RTLB complement the transition support provided by LSC, where they are in place.
RTLB support students who are at risk of disengaging ⁸	RTLB work contributes to the attendance and engagement of mokopuna through presence, participation, and progress outcomes. RTLB support students who are at risk of disengaging including those who learn in Alternative Education settings and Activity Centres and services support improvements to Alternative Education ⁹ .
Regular collaborative planning and use of learning support data and for increased system responsivity including the needs of neurodiverse mokopuna ¹⁰	RTLB contribute to regular collaborative planning and effective use of data by supporting schools and kura and cluster to set shared priorities and respond to identified needs including the needs of neurodiverse mokopuna.

Annual service priorities

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, and in strategic and annual planning and reporting. Service priorities may be varied by the Ministry of Education in consultation with the Board to reflect any changes in Government or Ministry policy or priorities.

5. RTLB Service Expectations

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 but does not typically include Specialist Schools. RTLB are not expected to provide services to foreign free-paying students as they are not resourced to do so.	
<i>Service Expectations will include, but not be limited to:</i>	
<i>Expectations</i>	<i>Success measures</i>
<i>The intensity and duration of support provision should be driven by the needs of students.</i>	

⁷ Refer to page 43 (section on transitions into school and pathways out of school).

⁸ Refer to priority 6 of the LSAP and the Attendance and Engagement Strategy 2022.

⁹ Budget 2023 made provision for changes within Alternative Education

¹⁰ Refer to pages 41-42 LSAP (section on improved data and information sharing).

<p>In line with Te Tūāpapa RTLB provide universal, targeted and individualised support for:</p> <ul style="list-style-type: none"> • Individual students • Groups of students • Individual schools • Groups of schools <p>Nationally agreed work and RTLB cluster Projects</p>	<ul style="list-style-type: none"> • RTLB provide high quality and effective learning and behaviour services for schools, kura, groups of schools. • 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 in multiple ways including 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 focuses on the achievement of mokopuna in Years 0-10 but by exception they can work outside of these year levels. • RTLB practice reflects He Pikorua. • Teachers are confident to manage the needs of students with learning support needs. • The RTLB cluster looks for opportunities to be innovative in its support provision to schools and kura.
<p>Transition support for students</p>	<ul style="list-style-type: none"> • Support for transition into school and kura from ECE and Kohanga Reo is collaboratively planned and provided for mokopuna identified as having a wide range of wellbeing, learning and/or behaviour support needs. RTLB complement the transition support provided by LSC, where they are in place. • Transition support is collaboratively planned and provided for mokopuna 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 - One RTLB cluster to another - From the end of one school year to the beginning of the next school year - School or kura to Alternative Education (AE) and Activity Centres (AC) to school - Between learning support and other service providers • 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>Learning Support Communities</p>	<ul style="list-style-type: none"> • The RTLB service will work collaboratively with groups of schools and Kāhui Ako, to identify and support those children and young people with learning support needs. • 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 needs that would be best addressed through a system or PLD approach.
<p>Secondary school/ and wharekura student achievement</p>	<ul style="list-style-type: none"> • Secondary schools and kura value the RTLB service. RTLB will positively engage with and provide an effective and responsive service within secondary environments including Alternative Education, Activity Centres and Teen Parent units.
<p>Special Assessment Conditions (SAC)</p>	<ul style="list-style-type: none"> • RTLB assist schools, kura and wharekura to identify and track the accommodations needed by mokopuna so they are ready to provide SAC early and ongoing within the NZQA guidelines.

PB4L Incredible Years Teacher and Autism programmes	<ul style="list-style-type: none"> • RTLB work collaboratively with the Ministry to plan and deliver IYT and IYAT programmes to meet local training needs of teachers in cluster schools and early learning centres. • RTLB are trained to deliver Incredible Years programmes and work to attain IYT or IYAT accreditation. They meet programme, delivery and fidelity standards as outlined in the IY practice guidelines including provision of peer coaching (supervision) for each programme they deliver. • Experienced IYT and IYAT facilitators may work beyond their clusters to contribute to a sustainable IY RTLB workforce.
Huakina Mai and PB4L School Wide	<ul style="list-style-type: none"> • RTLB work in partnership with the Ministry, schools and kura to support them to implement PB4L School Wide.
Te Kahu Tōi, Intensive Wraparound Service (TKT/IWS) and Residential Special Schools	<ul style="list-style-type: none"> • RTLB in conjunction with schools, kura and Ministry of Education Learning Support practitioners, make IWS or RSS applications for eligible children and young people. • Cluster managers work collaboratively to prioritise children and young people to receive TKT/IWS through the local intensive services panel or RSS access groups. • RTLB may be in the lead worker role when a child and young person is accepted into IWS or RSS and remain engaged throughout the IWS/RSS process for as long as is needed.
Children and young people who are in the care of Oranga Tamariki	<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. • Clusters contribute to and implement nationally agreed changes arising from the Gateway review to be conducted in 2023.
Participating in multi-agency work ¹¹	<ul style="list-style-type: none"> • RTLB participate in multiagency work to build a team around mokopuna and whānau when this need is indicated and/or when RTLB have a request-for-support. • Teams work is based on strengths-based practice, and multi or trans disciplinary ways of working for best use of the expertise available. An RTLB or any other team member can be the lead professional to co-ordinate a multiagency team.
<i>Bilingual Assessments</i>	<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.

SCHEDULE 2 – TERMS AND CONDITIONS

Part 2 Annual Resourcing and Funding Value

Part 2 specifies the annual staffing and funding resource for the RTLB service.

Staffing entitlement and RTLB Cluster operational funding may be varied by the Ministry by 27 January each year of this agreement to reflect any changes in priorities, resourcing, funding, policy, or capacity.

1 Staffing Entitlement

Cluster Manager	RTLB	Leadership Payments
------------------------	-------------	----------------------------

2 RTLB Cluster Operational (Discretionary) Funding

Cluster Operational (Discretionary) Funding	Sum Payable (GST inclusive)
Learning Support Funding (RTLB LSF)	TEMPLATE ONLY
Travel Grant	TEMPLATE ONLY
Administration Grant	TEMPLATE ONLY
Lead School Grant	TEMPLATE ONLY

SCHEDULE 2 – TERMS AND CONDITIONS

Part 3 Professional development and collaboration with Ministry staff

Part 3 specifies the support the Ministry will provide the Lead School and the RTLB service.

1. 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 block courses. Newly appointed RTLB must be degree qualified to enrol in the Post-Graduate Diploma
Professional Development Forums	<p>Within existing and available resources, the Ministry / Te Mahau will facilitate regional events for Ministry staff, Cluster Managers and/or Practice Leaders for service planning and/or professional development.</p> <p>The Ministry will organise, facilitate, and fund an annual national forum for Lead School Principals and Cluster Managers.</p>

2. Collaboration with Ministry Staff

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

Key relationships	<p>1. the establishment and maintenance of respectful working relationships:</p> <ul style="list-style-type: none"> • the RTLB Lead School Principals’ Executive and Te Pae Aronui, Te Mahau within Te Tāhuhu o te Mātauranga. • Lead School Principals and Cluster Managers, Ministry (Te Mahau) Directors of Education, Managers Integrated Services, Manager Operations and Insights or Manager Planning and Advice, Kāhui Ako Lead Principals, and cluster school principals. • RTLB Cluster Managers, Ministry Service Managers, RTLB Practice Leaders, liaison RTLB, Learning Support Coordinators and SENCOS.
Collaboration	2. Collaboration at all levels
Communication	<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.
Governance and Management	The Te Mahau team will work collaboratively with the RTLB Lead School to support them to:

	<ul style="list-style-type: none"> • fulfil the roles and responsibilities of the Funding Agreement. • recruit lead school principals when required. • induct a new board, board chair, or lead school principal when required. • identify, plan, and implement Ministry developments and priorities. • align the strategic and annual plans of local Ministry and RTLB • provide accurate financial reports to the Ministry. • identify property solutions and negotiate Property Occupancy Agreements (PODs) with host schools.
Professional Development	<p>Te Mahau Manager of Integrated Services team and the RTLB service will work in a professional, trusting, and respectful manner to seek opportunities to:</p> <ul style="list-style-type: none"> • support the professional development of Ministry and RTLB learning support practitioners focusing on shared strategic directions, and areas of common learning needs and interests. • facilitate shared professional development opportunities RTLB and Ministry service and practice leaders. • provide professional supervision through mutual agreement.
Service delivery	<p>Te Mahau and the RTLB service will implement the Learning Support Delivery Model (LSDM) and He Pikorua to:</p> <ul style="list-style-type: none"> • ensure seamless learning support service through joint strategic and service planning and delivery. • develop practice that supports the learning journey of mokopuna and reflects their individual needs. • where appropriate, 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 and enable cycles of support to be easily renewed when needs change. • set up and maintain local learning support groups and panels. • support the role of the SENCO and the Learning Support Coordinator where this is in place

SCHEDULE 2 – TERMS AND CONDITIONS

Part 4 Robust cycles of cluster review and analysis, planning and reporting.

The purpose of cluster self-review, data analysis and planning and reporting is to maintain high quality and consistency of service delivery, and governance and management through ongoing cycles of service improvement.

The Board will provide regular reports to the Ministry and RTLB cluster schools and kura:

- Reports to the Ministry use the 2023 updated templates.
- Strategic plans use the Exec template or are cluster specific.
- Financial reports must use the Ministry Excel template. They should be submitted once the schools accounts have been audited so figures align across both. The RTLB specific report must provide all the details requested.
- Reports to boards and cluster schools are cluster specific.

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 Schedule¹²		Due Date
Strategic and Annual Plan and Annual Report	Submitted to RTLB.Enquiries@education.govt.nz	1 March each year
Annual Report (Financial)	Submitted to RTLB.Enquiries@education.govt.nz	31 June each year
Half-yearly Report	Submitted to all cluster schools and kura boards. Shows use of staffing entitlement, service use patterns, outputs and outcomes. Allocation of student support funds across cluster schools and kura, and service issues of interest to key stakeholders. This report can be copied to Ministry national office.	End of Week One, Terms 1 and 3
Risks/issues/celebrations log	Used by the cluster ongoing to track and manage risks and issues and successes. It is submitted to the Ministry twice a year, once at the end of week one Term 1 and within the cluster annual report.	End of week one Term 3 and in annual report
Cluster school-gate data	Some data fields are routinely downloaded to the Ministry so they can respond to national data requests.	End of Week One each term

¹² Further guidance is provided in Governing and Managing Clusters.

SCHEDULE 3 – DISPUTE RESOLUTION

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. Dispute Resolution Process

If a dispute, disagreement, question, difference, or claim arises between the parties in connection to this Agreement or its subject matter, either party may give the other written notice requiring that the Dispute be determined. 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). If the Dispute is not resolved within the 10 business days, the Dispute will be determined by the Secretary for Education.

Each party will continue to perform its obligations under this Agreement to the extent it is able to do so pending the final settlement of any dispute under this clause.

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 Board will continue to provide the RTL Service 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 will be deemed to have been made on a "without prejudice" basis.

Appendix A – List of schools, kura and Kāhui Ako in RTLB Cluster X

There will likely be some modifications to the list of schools and Kāhui Ako serviced by the RTLB cluster 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.

School Number	School	Lead School	Community of Learning Kāhui Ako