



FUNDING AGREEMENT

Ministry of Education

and

...School Board of Trustees

For:

Resource Teachers: Learning and Behaviour

FUNDING AGREEMENT

AGREEMENT dated

2021

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 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 :
Signature:
Name:
Position:
Date:

For ... School Board
Signature:
Name:
Position:
Date:

Witnessed by:
Name:
Date:

Witnessed by:
Name:
Date:

SCHEDULE 1 – AGREEMENT DETAILS

BACKGROUND

- A. The RTLB service has an ongoing role in the successful implementation of Government priorities.
- B. Schools and kura¹ are responsible for the educational achievements of all children and young people. This funding agreement reflects recent amendments made by the Education and Training Act 2020, the statement of National Education and Learning Priorities (NELP), Ka Hikitia - Ka Hāpaitia² and Tau Mai Te Reo³, and the Action Plan for Pacific Education 2020–2023⁴. During the term of this agreement the Government’s reform of the Tomorrow’s Schools system will be progressed with the establishment of Te Mahau within te Tāhuhu o te Mātauranga/Ministry of Education.
- C. The Ministry of Education and other education services, agencies and organisations, including the Resource Teachers: Learning and Behaviour (RTLB) service, work alongside schools and kura to provide learning support when it is needed. Support is provided at system wide, targeted or individual levels so that children and young people are welcome and their achievement, progress, wellbeing and participation is valued and supported.
- D. The Ministry is strengthening the way that learning support is provided through the Learning Support Action Plan 2019-2025 (LSAP) and Learning Support Delivery Model (LSDM). 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 or gifted, and those at risk of disengaging from education.
- E. 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. Since the introduction of the first tranche of Learning Support Coordinators (LSCs) in January 2020, RTLB have been an important part of regional activities to support and embed the LSC role within LSDM clusters.
- F. In their ongoing work, Ministry staff and RTLB are responsible for implementing He Pikorua, a shared bi-cultural principle-based practice framework¹. He Pikorua reflects inclusive approaches that respond to diverse needs and strengths, and provides a platform for collaborative ways of working.
- G. Ministry and RTLB work conducted during the term of this agreement will include a shared focus on outcomes, and processes such as consent. As further improvements are identified, RTLB will support the implementation of these priorities.

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.

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

² [Ka Hikitia – Ka Hāpaitia – Education in New Zealand](#)

³ [Tau Mai Te Reo – Education in New Zealand](#)

⁴ [Action Plan for Pacific Education](#)

- (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.

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 do 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 Recipient 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
- (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
- (b) 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 RTLB 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.

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

4. 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.

5. PARTICULARS OF AGREEMENT

Funding	The total amount of Funding is [\$xx] including GST (if any).
Commencement Date	1 January 2022
End Date	31 December 2023
Renewal	The Ministry has the discretion to extend the term of the Agreement for an additional two years.
Details for notices to Recipient	To the Recipient: Address: Email:
Details for notices to the Ministry	To the Ministry: Address: PO Box 1666, 33 Bowen Street 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 <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> and the <i>National Education Learning Priorities (NELP)</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.

2. 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 Cluster schools and kura value the relationship they have with the RTLB service, including those working collaboratively in groups and Kāhui Ako, • RTLB and Ministry learning support practitioners work collaboratively with schools, kura and communities, including SENCOS and Learning Support Coordinators, to provide flexible, joined-up support as appropriate. • RTLB provide system wide, targeted or individual support to schools, mokopuna, and their families and whānau. This includes 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.

3. Access and Service Provision

<i>What the Board will provide</i>	<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
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	<ul style="list-style-type: none"> the service contributes to positive outcomes for children and young people and inclusive practices across all RTLB cluster schools and kura.
<i>Success measures</i>	<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. RTLB 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 He Pikorua 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.

4. Service Priorities

In line with 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 Learning Support Delivery Model (LSDM) – the Board will ensure the RTLB cluster includes the following priorities in their service planning and reporting.

RTLB Service Priorities	Success measures
NELP priorities inform RTLB service provision, planning and reporting	NELP priorities are reflected in future strategic planning and reporting
Implementing Ka Hikitia - Ka Hāpaitia ⁵ and Tau Mai Te Reo ⁶	<p>Ka Hikitia priorities are reflected in practice and in planning and reporting</p> <p>All clusters support and benefit from the expertise of RTLB who belong to Ngā Powhirinakitanga, to build the knowledge of all RTLBs</p>

⁵ [Ka Hikitia – Ka Hāpaitia – Education in New Zealand](#)

⁶ [Tau Mai Te Reo – Education in New Zealand](#)

	and strengthen kaupapa Māori approaches to learning support in Māori and English medium settings.
Implementing the Action Plan for Pacific Education 2020 – 2023 ⁷ .	Pacific Education Outcomes are reflected in future strategic planning and reporting in ways that reflect the needs of Pacific learners in each cluster.
Work to support capability building and inclusive practices within He Pikorua and a tiered model of support.	<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 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 ⁸ to improve service flexibility and responsivity.	<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 and responsive learning support within a tiered system of universal, targeted and individual support, within 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 implement a common RTLB and Ministry outcomes framework with shared measurement tools, so that we have a more coherent picture of the impact of learning support service delivery for ākonga, families, whānau and schools.</p> <p>Clusters actively manage workloads and avoid or minimise wait times.</p>
Work together focusing on improving wellbeing and behaviour supports across the system	<p>Schools and Kura are confident in the support provided to respond to wellbeing and behaviour needs.</p> <p>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.</p>
RTLB support transitions into school and ⁹ 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 support students who are at risk of disengaging ¹⁰	RTLB support students who are at risk of disengaging including those who learn in Alternative Education settings and Activity Centres.
Learning support register, Te Rito and sLSR data use and planning for increased system responsivity ¹¹	RTLB contribute to effective use of data by supporting schools and kura and clusters as they use data to set shared priorities and respond to identified needs.

⁷ [Action Plan for Pacific Education](#)

⁸ [He Pikorua in action – He Pikorua \(education.govt.nz\)](#)

⁹ Refer to page 43 (section on transitions into school and pathways out of school).

¹⁰ Refer to priority 6 of the LSAP.

¹¹ Refer to pages 41-42 LSAP (section on improved data and information sharing).

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.

5. 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.</p> <p>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>Expectations</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>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 which could include those in Kāhui Ako <p>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 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 0-10. This includes actively supporting the transition of students into and out of these year levels to meet their needs. • 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 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 - 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

	<ul style="list-style-type: none"> - 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.
Learning Support Communities	<ul style="list-style-type: none"> • The RTLB service will work collaboratively with groups of schools and Kāhui Ako within the RTLB cluster, to identify and support those children and young people who have 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 issues that would be best addressed through a systems or training approach. • Where requested, RTLB will support Kāhui Ako to identify their achievement challenges.
Secondary school/ and wharekura student achievement	<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.
Special Assessment Conditions (SAC)	<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 their cluster secondary schools and kura who are approved by New Zealand Qualifications Authority for SAC with a particular focus on Māori medium and schools with lower percentages of eligible students accessing SAC.
PB4L Incredible Years Teacher programmes	<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 RTLB cluster schools and kura receive IYT training from RTLB. • RTLB meet IYT programme, delivery and fidelity standards. • Some RTLB clusters deliver Incredible Years Autism (IYA) teacher courses within the IYAT RTLB pilot.
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)	<ul style="list-style-type: none"> • Cluster managers work collaboratively to prioritise children and young people to receive TKT/IWS through the local intensive services panel. • RTLB in conjunction with schools, kura and Ministry of Education Learning Support practitioners, make TKT/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 TKT/IWS, and remain engaged throughout the wraparound process for as long as is needed.
Residential Special Schools (RSS) Only Access pathway	<ul style="list-style-type: none"> • Cluster managers may work as a panel member to collaboratively prioritise children and young people to access RSS Only pathway. • RTLB in conjunction with families, whanau, schools, kura and Ministry of Education Learning Support practitioners, make RSS applications for eligible learners. • RTLB will undertake a full peer reviewed risk assessment prior to application for RSS.

	<ul style="list-style-type: none"> • RTLB may be in the lead worker role when a child or young person is accepted into RSS Only pathway, and must remain engaged throughout their RSS enrolment and lead the transition back to the local school.
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 in accordance with the <i>Interagency Gateway Guide</i>.
<i>Participating in multi-agency work including Children's Teams¹²</i>	<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.
<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.

¹² <https://www.orangatamariki.govt.nz/support-for-families/childrens-teams/>

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 over the term of this agreement to reflect any changes in resourcing, funding, policy or capacity.

1 Staffing Entitlement

Cluster Manager	RTLB	Leadership Payments
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2 RTLB Cluster Operational (Discretionary) Funding

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

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 the universities delivering block courses.
Professional Development Forums	The Ministry will facilitate regional forums for Cluster Managers and/or Practice Leaders which will include a professional development component (see Part Two below). The Ministry will facilitate and fund an annual national combined forum for Lead School Principals and Cluster Managers.

2. Collaboration with Ministry Staff

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

Key relationships	<ol style="list-style-type: none"> 1. the establishment and maintenance of respectful working relationships: <ul style="list-style-type: none"> • the RTLB Lead School Principals’ Executive and Te Pae Aronui, Te Mahau and Te Tāhuhu o te Mātauranga. • 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.
Collaboration	<ol style="list-style-type: none"> 2. working in equal partnership to: <ul style="list-style-type: none"> • establish and maintain one system of learning support access and provision • share expertise and resources • solve problems.
Communication	<ol style="list-style-type: none"> 3. a two way exchange of open and honest communication to: <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 • provide accurate financial reports to the Ministry • identify property solutions and negotiate Property Occupancy Agreements (PODs) with host schools.
<p>Professional Development</p>	<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 focusing on shared strategic directions, and areas of common learning needs and interests • facilitate an annual professional development Practice Leader Forum for RTLB Practice Leaders (see Part One above) • provide professional supervision through mutual agreement.
<p>Service delivery</p>	<p>The local Ministry 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 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.

SCHEDULE 2 – TERMS AND CONDITIONS

Part 4 Planning and Reporting

The Board will provide reports to the Ministry and to RTLB cluster schools and kura containing the information and in the formats specified in *Governing and Managing RTLB Clusters*. In the term of this agreement the Ministry will work with the Executive to review reporting requirements and the use of data for service improvement.

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 RTLB Enquiries Mailbox RTLB.Enquiries@education.govt.nz	1 March each year
Annual Report (Financial)	The report will be submitted to the Ministry's RTLB Enquiries Mailbox RTLB.Enquiries@education.govt.nz	31 May each year
Half-yearly Report	The report will be submitted to all RTLB 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 and successes 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 RTLB cluster funds.	End of Week One each term

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.

Final

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

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.

School Number	School	Lead School	Community of Learning Kāhui Ako