

397-1727

**AGREEMENT
FOR THE PROVISION OF
SERVICES FOR THE MINISTRY
OF EDUCATION**

Ministry of Education

P O Box 1666

8 Aitken St

Thorndon

Wellington

Ph: (04) 463 8030

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AGREEMENT

BETWEEN The Secretary of Education acting by and through Alison Dow, Manager, Professional Learning and Leadership team, Tertiary, Curriculum, Teaching and Learning Division, of the Ministry of Education ("the Ministry")

AND Teachers' Refresher Course Committee (TRCC) ("the Contractor").

BACKGROUND

- (a) The Ministry wishes to engage the Contractor to provide professional development services for the Ministry. ("the services").
- (b) The Contractor agrees to provide the services to the Ministry.

THE PARTIES AGREE AS FOLLOWS:

1. Term

- 1.1 Unless earlier terminated in accordance with Clause 11, this Agreement shall be for a term of three years and shall commence on **1 July 2005** and shall expire on **30 June 2008**.
- 1.2 The term of this Agreement may be extended for a further period of one year following each annual review conducted under Clause 12. Any such extension must be recorded as a Variation to this Agreement in accordance with Clause 12.

2. *Obligations of the Contractor*

- 2.1** The Contractor shall provide the services, specified in Schedule One, to the Ministry under the directions of the Ministry.
- 2.2** The Contractor shall provide the Ministry with Milestone Reports, and Financial Statements as specified in Schedule Two.
- 2.3** The Contractor shall ensure that the services shall be done by the dates specified in Schedule Two. Time is of the essence for those services.
- 2.4** The Contractor shall provide the services to the best of the Contractor's knowledge, experience, skill and ability and to a professional standard satisfactory to the Ministry.
- 2.5** The Contractor shall consult with and inform the Ministry of work undertaken or to be undertaken and the time spent or to be spent in providing the services.
- 2.6** The Contractor shall, as and when required by the Ministry, provide written reports to the Ministry (in a form required by the Ministry) on any matter associated with the services.
- 2.7** The Contractor shall, while on the premises of the Ministry comply with the Public Service Code of Conduct and the Ministry's Health and Safety Guidelines for visitors/consultants (copies of which shall be made available to the Contractor by the Ministry).

3. *Obligations of the Ministry*

- 3.1** The Ministry shall pay the Contractor for the services up to the maximum specified in Schedule Three.
- 3.2** The Ministry shall pay the Contractor the amounts specified in Schedule Three subject to receiving satisfactory milestone reports.

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4. Contractor Status

- 4.1 This is an Agreement between the Ministry and the Contractor as an independent contractor, and shall not be construed as a contract of employment, partnership or joint venture.

5 Monitoring and Evaluation

- 5.1 The Contractor shall conduct on-going monitoring and evaluation of the services and shall incorporate any modifications deemed necessary into its operation.
- 5.2 In addition to the Contractor's own evaluation, the Ministry may evaluate the services.
- 5.3 The Ministry, or an evaluator contracted by the Ministry, shall have the right to observe the operations of the Contractor including the delivery of the Services, and shall have the right to conduct interviews with anyone involved in the operations of the Contractor in the delivery of the Services, providing reasonable advance notice is given to the Contractor.

6 Force Majeure

- 6.1 Neither party shall be liable for any act, omission, or failure to fulfil its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control. The party unable to fulfil its obligations shall immediately notify the other in writing of the reasons for its failure to fulfil its obligations and the effect of such failure.
- 6.2 The Ministry and the Contractor shall, after considering any damage, loss or other effect such act, omission, or failure has caused, if necessary, vary this Agreement in accordance with Clause 12.



7. *Warranty of Interest*

- 7.1** The Contractor warrants that there is no direct or indirect pecuniary interest or conflict of interest which will affect the Contractor's ability to perform the services.

8. *Confidentiality*

- 8.1** Subject to the Official Information Act 1982, the Privacy Act 1993 and any other relevant legislation the Ministry and the Contractor shall keep confidential all information relating to or arising out of this Agreement.

9 *Subcontract*

- 9.1** The Contractor shall not subcontract the Services to a third party without the written consent of the Ministry.
- 9.2** Any subcontract shall specifically state that the copyright in all materials produced by the subcontractor remains the property of the Ministry.

10. *Disputes*

- 10.1** The Ministry and the Contractor shall take all reasonable steps to resolve any dispute that may arise in connection with this Agreement.
- 10.2** Any dispute that cannot be resolved by negotiations between the Ministry and the Contractor shall be referred to arbitration in accordance with the Arbitration Act 1996, or to mediation in a manner agreed to by the Ministry and the Contractor.
- 10.3** Before any dispute is resolved the Ministry and the Contractor shall continue to perform their respective obligations under this Agreement.
- 10.4** The costs of arbitration or mediation shall be met equally by the Ministry and the Contractor.

11. Termination

- 11.1** Either the Ministry or the Contractor may terminate this Agreement if the other party has either breached an obligation or failed to perform an obligation required under this Agreement.
- 11.2** Before terminating this Agreement either party shall give the other party written notice of the breach and request that party to remedy that breach within a reasonable time (not exceeding 14 days).
- 11.3** Where the party in breach has failed to remedy the breach within the time specified in the written notice issued under Clause 11.2 this Agreement will terminate.
- 11.4** Where a notice of termination is served:
- (a)** The Ministry shall not be obliged to pay the Contractor other than for work already performed; and
 - (b)** The Contractor shall not be obliged to undertake further work.
- 11.5** Subject to Clause 11.4, for the avoidance of doubt neither the Ministry nor the Contractor shall be liable to the other for damages, compensation or any other remedy at law or equity for termination of this Agreement.

12. Variation

- 12.1** This Agreement may be varied by agreement in writing between the Ministry and the Contractor.
- 12.2** Any such variation shall be read together with and deemed part of this Agreement.
- 12.3** During the term of this Agreement the Ministry and the Contractor shall engage in an annual review in accordance with the subsequent paragraphs:
- each year, the annual review is to begin by April 1 and conclude by May 31;

- there shall be a meeting or a series of meetings between the Ministry and the Contractor in which matters specified in Clause 12.4 are to be discussed, and where possible agreed;
- the Ministry and the Contractor shall be entitled to request from the other any financial or other information necessary for the purposes of the annual review.

12.4 The matters to be discussed, and where possible agreed in the annual review are:

- the performance of the Contractor in the delivering and the reporting on the services are as specified in Schedules One, Two and Three;
- the financial statements prepared by the Contractor;
- renegotiation of Schedules One, Two and Three as necessary in order to incorporate in the Agreement any changes made as a result of Government policy, or as agreed by the parties.



DATED at this 30 day of June 2005

SIGNED for and on behalf of the
Secretary of Education by Alison Dow,
Manager, Professional Learning and
Leadership team, Tertiary, Curriculum,
Teaching and Learning Division,
Ministry of Education



in the presence of

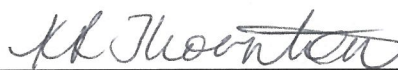
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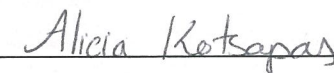
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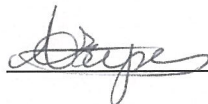
SIGNED for and on behalf of the
Teacher Refresher Course Committee
By Kate Thornton, Chairperson



in the presence of



Signature



Designation



Chairperson: Kate Thornton
Teacher Refresher Course Committee
PO Box 12 381
WELLINGTON
Phone: 04 495 2300
Fax: 04 495 2299
EMAIL trcc@clear.net.nz



SCHEDULE ONE

SERVICES TO BE PROVIDED BY THE CONTRACTOR

Professional Development Programme

A General

The Teachers' Refresher Course Committee is contracted to facilitate the delivery of a programme of teacher professional development - "for teachers by teachers". It is intended that the programme will meet both national priorities and teacher identified needs through courses and such other formats as it deems appropriate to the target group and the intended learning outcomes.

B Programme Details

1. The programme will include a focus on developing the capabilities of teachers in quality teaching that meets the diverse needs of all children/students. In particular, planning committees should be made aware of, and consider in their planning, the following focuses common to all centrally funded professional development programmes:
 - i) gathering, analysing and using data to inform professional decision-making. In school settings this includes student achievement data.
 - ii) challenging teachers' existing beliefs, expectations and professional practices which impact on the diverse groups, particularly Maori and Pasifika learners, and supporting teachers to make changes that will more effectively help all students/children become successful learners;
 - iii) raising teachers' level of subject knowledge and pedagogical content knowledge;
 - iv) establishing inclusive school/service cultures and effective learning communities within and between schools/services.
2. The annual programme will acknowledge all sectors of the education system by providing support to early childhood, primary, intermediate, secondary and tertiary sectors.
3. The Contractor will develop, offer and organise an annual programme of professional development which will be published in advance in the *Education Gazette*. The programme should:
 - i) be based on an analysis of needs and wants arrived at from consultation with teacher organisations, teacher education organisations, School Support Services contractors, sector

organisations, Ministry of Education, Education Review Office, The Teachers' Council, the New Zealand Qualifications Authority and other relevant sector organisations;

- ii) ensure a balance between supporting sector/teacher requests and national priorities;
 - iii) take account of areas of need, such as subject associations and small subject areas or specialist content areas which are more difficult to support regionally through other professional learning options;
 - iv) complements professional development provided by other providers as far as possible;
 - v) reflects the *National Education Guidelines* and/or *Desirable Objectives and Practices*, and the Teachers' Refresher Course Committee policy statements on the Treaty of Waitangi and equity issues;
 - vi) include both sector-specific and cross-sector groups of teachers.
4. Courses will:
- i) generally be held during the school holidays unless, in the light of the identified needs of the target group, the Contractor deems it important to the achievement of the intended outcomes to hold some or all components of them at other times;
 - ii) generally be of two to five days duration;
 - iii) may have both national or regional components, depending on the identified needs of the target group and appropriateness to the intended outcomes;
 - iv) generally be face-to-face, may involve flexible learning modes, depending on the identified needs of the target group and appropriateness to the intended outcomes;
 - v) be, as far as practicable, consistent with current knowledge and understanding of effective professional development.

5. Maori Education Option

Where professional development is planned for, and by, Maori the planning committee will be given autonomy to develop the structure and content of the programme, and to use the allocated budget to achieve the intended outcomes, in culturally appropriate ways. The planning committee will liaise with the TRCC committee and consult with appropriate Maori teacher networks and Maori groups.

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6. Pasifika Education Option

Where professional development is planned for, and by, Pasifika teachers the planning committee will be given autonomy to develop the structure and content of the programme, and to use the allocated budget to achieve the intended outcomes, in culturally appropriate ways. The planning committee will liaise with the TRCC committee and consult with appropriate Pasifika teacher networks, Pasifika groups and with the Ministry of Education Pacific Islands Co-ordinator.

C Performance Targets

In the context of this Agreement a “course” is intended to mean a professional development experience, using face-to-face and/or distance/flexible modes in any combination, which provides for facilitator input and interaction among participants.

Type	Target number of courses	Target participant days
General	8 per year (minimum)	
Maori focus	2 per year (minimum)	
Pasifika focus	1 per year (minimum)	
Total	11 per year (minimum)	3340 per year

Notes:

1. One participant day is equal to 6 - 8 hours.
2. Each participant day for course run under the Maori and Pasifika options is counted as two participant days in terms of reporting targets.

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SCHEDULE TWO

Reporting

TRCC shall provide quarterly reports to the Ministry of Education, within one month of the completion of each quarter. Details of the tasks to be completed by the Contractor to achieve this milestone are set out in the table below:

Milestone Task	Comments on Successes, Emerging Issues and/or Explanations of Variance
1. liaise with the Ministry's Curriculum Facilitator assigned to this project	
2. prepare a course programme based on the consultation and the points outlined in section B3 of schedule one	
3. advertise the course programme widely and provide the Ministry with a copy of the programme to be offered	
4. undertake administration of, and organisation and planning for courses to ensure quality learning opportunities are to be provided	
<p>5. support the running of the courses to ensure effective learning opportunities are provided and report to the Ministry on:</p> <ul style="list-style-type: none"> • courses run in the milestone period including title, areas of focus, sector, location, duration and number of participants • a course statement and programme for each course run • progress towards meeting annual targets 	



<p>6. ensure each course is evaluated in terms of:</p> <ul style="list-style-type: none"> • participant satisfaction; • participant learning at the end of the course; • participant learning and shifts in practice three months later; • course directors satisfaction; • course directors assessment of the effectiveness of the course; <p>and provide the Ministry with a summary of the evaluations for each course.</p>	
<p>7. submit a progress report (including an electronic copy) to the Ministry by the milestone date on each of the above tasks and relevant performance measures, as per Clause 2.6 of this agreement including:</p> <ul style="list-style-type: none"> • a summary statement of any trends and issues that TRCC has identified and actions required; • a copy of the income and expenditure statements showing monies received and the amount spent on each aspect of the programme 	

In addition, the Annual Report of the TRCC, including a set of audited accounts, will be submitted by 30 September each year.

SCHEDULE THREE

Funding

The total purchase price of the services to be delivered under this Agreement is \$499,398.75 (inclusive of GST) per year for the next three years.

The following amounts shall be paid by the 28th of each month:

	Costs	GST	Total
July	\$36,992.00	\$4,624.00	\$41,616.00
August	\$36,992.00	\$4,624.00	\$41,616.00
September	\$36,992.00	\$4,624.00	\$41,616.00
October	\$36,992.00	\$4,624.00	\$41,616.00
November	\$36,992.00	\$4,624.00	\$41,616.00
December	\$36,992.00	\$4,624.00	\$41,616.00
January	\$36,992.00	\$4,624.00	\$41,616.00
February	\$36,992.00	\$4,624.00	\$41,616.00
March	\$36,992.00	\$4,624.00	\$41,616.00
April	\$36,992.00	\$4,624.00	\$41,616.00
May	\$36,992.00	\$4,624.00	\$41,616.00
June	\$36,998.00	\$4,624.75	\$41,622.75
TOTAL	\$443,910.00	\$55,488.75	\$499,398.75