



MEMORANDUM OF UNDERSTANDING

(Teacher Practising Certificate Fees)

The Ministry of Education

Education Council

Released under the Official Information Act 1982

AGREEMENT dated February 2017

PARTIES

The Ministry of Education (the *Ministry*)

The Education Council of Aotearoa New Zealand (the *Education Council*)

BACKGROUND

- A The Education Council is the professional organisation for teachers and is an independent statutory body established on 1 July 2015 pursuant to section 379 of the Education Act 1989 (the *Act*).
- B One of the statutory functions of the Education Council is to issue practising certificates pursuant to, and in accordance with, section 361 of the Act.
- C As part of the terms of settlement for the collective agreements listed in the Schedule to this Agreement (the *Collectives*) the Secretary for Education (*Secretary*) has agreed to pay, for the term of the respective Collectives, the cost of any fees set by the Education Council, pursuant to section 364(1) of the Act, for the purposes of the issuing or renewing of practising certificates for teachers or principals covered by the Collectives.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the following meanings unless the context requires otherwise:

Agreement means this memorandum of understanding, including the Schedule.

Business Day means any day other than a Saturday, a Sunday or a public holiday (as defined in the Holidays Act 2003) in Wellington, New Zealand but excluding the period from 24 December and 5 January of each calendar year.

Commencement Date means 28 October 2015.

Fees means the fee set by the Education Council for issuing or renewing a practising certificate pursuant to section 364(1) of the Education Act 1989.

Practising Certificate means a practising certificate issued or renewed by the Education Council in accordance with section 361 of the Education Act 1989.

2. OVERVIEW

2.1 Purpose

The purpose of this Agreement is to set out the terms and conditions under which the Ministry agrees to pay, to the Education Council, the Fees for Practising Certificates to be issued by the Education Council.

2.2 **Legal status**

This Agreement is not intended to be legally binding between the parties.

2.3 **Term**

This Agreement will start on the Commencement Date and, unless terminated in accordance with its terms, will remain in effect until 29 June 2019.

3. **OBLIGATIONS**

3.1 **Ministry obligations**

The Ministry will:

- (a) promptly notify the Education Council in writing if there is any variation to the Secretary's agreement to pay the Fees, including any changes to the conditions of eligibility for the exemption from payment of the fees.
- (b) work with the Education Council to agree how any variation notified under clause 3.1(a) can most effectively and efficiently be implemented.

3.2 **Education Council's obligations**

The Education Council will:

- (a) upon processing applications for a Practising Certificate in accordance with section 361(2) of the Act, invoice the Ministry in accordance with clause 5 of this Agreement for payment of the applicable Fees;
- (b) keep a record of all processed applications relating to this Agreement and make these available to the Ministry upon request.

3.3 **Mutual obligations**

The parties will:

- (a) during the term of this Agreement work together in good faith and use their experience and expertise to improve the process to facilitate payment of the Fees more effectively and efficiently, both in terms of time and cost.
- (b) as soon as reasonably practicable after the date of this Agreement review the *'Technical Standards Report For the Authorised Matching Programme between the Ministry of Education and the New Zealand Teachers Council'* document and amend it to reflect any changes required as a result of this Agreement.
- (c) during 2017 seek to find a cost-effective way to support their agreed intention to process each eligible teacher only once under this Agreement (unless the teacher has applied for registration and received a provisional or subject to confirmation (STC) practising certificate and then is subsequently issued a full Practising Certificate during the term of this Agreement).
- (d)

4. **REVIEWS**

The parties will meet annually, and any other time as reasonably requested by either party, to review:

- (a) the operational and management processes related to the subject matter of this Agreement; and

- (b) any other matters that either party wishes to discuss, and of which it has advised the other in advance.

5. **CHARGES AND PAYMENT**

5.1 **Total charge**

The Ministry will pay the Fees to the Education Council in accordance with this clause 5.

5.2 **Invoicing and payment**

The Education Council will invoice the Fees payable to the Education Council in accordance the terms of this Agreement in respect of each calendar month and ensure that each such invoice is a valid tax invoice under the Goods and Services Tax Act 1985 and includes a file containing at a minimum the following:

- (a) Each teacher's:
- (i) Full name;
 - (ii) Date of birth;
 - (iii) Teacher registration number;
 - (iv) School at which the teacher is employed (where available);
 - (v) Ministry of Education payroll number (where available).
- (b) the applicable Fee for each teacher being issued a Practising Certificate.

Subject to clause 5.3, the Ministry shall pay each such invoice on or before the 20th of the month following the month in which the valid invoice is received.

5.3 **Disputed invoices**

If the Ministry has a genuine dispute in relation to all or any portion of an invoice submitted by the Education Council, the Ministry may withhold payment of the amount subject to the dispute, provided that:

- (a) the Ministry shall pay the undisputed amount when it becomes due and payable in accordance with the terms of this Agreement;
- (b) the Ministry must provide reasonable details about the disputed amount and the reasons for withholding payment, and must advise the Education Council of the dispute on or before the payment date for that invoice (provided that no failure by the Ministry to do any of the foregoing will prejudice the Ministry's right to dispute an invoice after it has been paid); and
- (c) the parties shall continue to perform its obligations under this Agreement notwithstanding the dispute.

6. **TERMINATION**

This Agreement may be terminated, by the either party by notice in writing to the other.

7. **GENERAL**

7.1 **Variations**

No amendment to this Agreement will be effective unless it is in writing and signed by the parties.

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7.2 Notices

Any notice, consent, approval, agreement, undertaking, report or other communication given by a party for the purposes this Agreement will be of no effect unless given in writing and addressed to the following:


Ministry
33 Bowen Street
PO Box 1666
Wellington


Education Council
80 Boulcott St
Wellington
6011


Attn: Karl Le Quesne
Email: Karl.LeQuesne@education.govt.nz


Attn: Lesley Hoskin
Email: lesley.hoskin@educationcouncil.org.nz

SIGNATURES

For Ministry of Education:
Signature: 
Name: Karl Le Quesne
Position: Deputy Secretary (Acting) Early Learning and Student Achievement
Date: 9/2/2017

For The Education Council of Aotearoa New Zealand:
Signature: 
Name: Lesley Hoskin
Position: Deputy Chief Executive
Date: 8 Feb 17

Witnessed by: 
Name: Michelle Sturt
Date: 9/2/2017

Witnessed by: 
Name: Anita Verwoold
Date: 8 Feb 17

Schedule

Collectives

1. Primary Teachers' Collective Agreement: 9 June 2016 – 8 June 2018.
2. Primary Principals' Collective Agreement: 17 May 2016 – 16 May 2018
3. Secondary Teachers' Collective Agreement: 28 October 2015 – 27 October 2018
4. Secondary Principals' Collective Agreement: 12 May 2016 – 11 May 2019
5. Area School Teachers' Collective Agreement: 8 April 2016 – 7 April 2019
6. Area School Principals' Collective Agreement: 30 June 2016 – 29 June 2019
7. Te Aho o Te Kura Pounamu Early Childhood Teachers' Collective Agreement: 20 June 2016 – 19 June 2018

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