

Zack Krippner

From: Erin Stephen
Sent: Tuesday, 30 January 2018 6:06 pm
To: 9(2)(a)
Cc: Fleur Morris
Subject: Rewa Rewa RTLB
Attachments: 20180130 Draft RTLB POD Variation Licence Rewa Rewa & Owhiro Bay 2017.pdf; Rewa Rewa RTLB hub HLW letter.pdf; FW: Rewa Rewa School - RTLB Hub MoU; 20171103135655685.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi 9(2)(a)

Please find attached the updated RTLB agreement.

- I need from you an updated plan with the RTLB area marked clearly. The host school has queried whether the car park is accurate on the supplied plan.

Some requested changes are quite significant

- I have made most of the changes requested, but I have not moved maintenance and repair responsibilities on to the lead school. This is because this property is legitimate space for the host school, which means that we are funding them the 5YA and PMG for that property. Maintenance and repair should be funded out of 5YA/ PMG. If the lead school is going to be responsible for the repair and maintenance, the funding should also go to them. The institution that gets the funding also needs to be responsible for meeting the need- otherwise we will be in a situation 10 years from now where host school has not been maintaining the property (because they are not required to under the contract), and the lead school has not been maintaining the property (because they are not funded to do it).
- If this becomes a sticking issue, has there been any thought given to making this legitimate space of the lead school (i.e. directing the funding and the responsibility to the lead school)?
- I can make the requested changes, but it will be a very expensive change as far as the lead school is concerned/ a large funding benefit to the host school.

Issues relating to HLW

As discussed, I will go back to 9(2)(a) in Resourcing for a new letter. The letter will need to say (if 9(2)(a) agrees), "1 review after the RTLB office has been operating for 6 months, a further review after 12 months if costs are significantly higher, and then after that regular policy will apply". This is because the move in date is flexible at the moment. That will address the HLW comments made by the host school.

An overview of changes:

Notice	Sched 6 Cl 35 of the Education Act is the same as the old section 70. It was relocated by the recent Education Act amendment.
General	I have included the list of items provided by the Lead school.
Cl 1.1 (c)	I have removed cl 1.1 (c).
Cl 1.1 (g)	I have removed the reference to 'cleaning maintenance'.
Cl 4.2	I have added the text "Host School may recover these outgoings from Lead School when explicitly agreed to in Annexure Two, on the terms set out in Annexure Two".

CI 5.6 (d)(g)(h)(i)	have been moved to 'Lead School's obligations'. There is a mention of the clause "regularly cause all rubbish and garbage to be removed and keep any rubbish bins or containers in a tidy condition" being a proportional responsibility. As these responsibilities are "in relation to the premises" (i.e. the RTL B premises) it seems that it is simpler for the RTL B to be responsible for all of their own rubbish than to try to arrange some kind of proportional share.
CI 5.6(k) (now cl 5.6(g))	changes 'agree' to 'consult' to clarify the relative responsibilities
CI 7.1	now reads "must take all reasonable steps"
Annexure 1	Please supply updated plan
Annexure 2	Generally updated.
Notes "Payments"	I have added a note about this specific agreement. "In the case of this specific agreement, the expense of cleaning will be paid by the Lead School who will make its own arrangements and pay for these."

Happy to discuss,

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education.govt.nz | Follow us on Twitter: [@EducationGovtNZ](https://twitter.com/EducationGovtNZ)

We get the job done *Ka oti i a mātou ngā mahi*
We are respectful, we listen, we learn *He rōpū manaaki, he rōpū whakarongo, he rōpū ako mātou*
We back ourselves and others to win *Ka manawanui ki a mātou, me ētahi ake kia wīkitoria*
We work together for maximum impact *Ka mahi ngātahi mō te tūkinga nui tonu*

Great results are our bottom line *Ko ngā huanga tino pai ā mātou whāinga mutunga*



Released under the Official Information Act 1982



NOTICE SPECIFYING TERMS AND
CONDITIONS APPLYING TO LAND AND
BUILDINGS - Resource Teacher Learning
and Behaviour (RTLB)

Board of Trustees of Rewa Rewa School
2979 (whose Property Occupancy
Document (POD) is varied by this Notice
to recognise the RTLB **on the school's**
site)

Board of Trustees of Owhiro Bay School
2942 (who is the Board of Trustees
responsible for the RTLB)

Formal Notice under Schedule 6 Clause 35 of the Education Act 1989

The Secretary, or her delegate, may from time to time, by written notice, specify terms and conditions applying to land and buildings occupied by a particular Board. Notices may apply to any land and buildings occupied by a Board and may specify general or specific terms and conditions.

Exercising the power delegated to me by the Secretary and pursuant to Schedule 6 clause 35 of the Education Act 1989 I hereby give notice to the Board of Trustees of Rewa Rewa School that it must permit the Board of Trustees of Owhiro Bay School to occupy the Premises described in this Notice on the terms and conditions contained attached to this notice.

SIGNED for and on behalf of HER MAJESTY THE QUEEN by

Signature

Name

Date

acting pursuant to a delegation given to him by the Secretary for Education in the presence of:

Witness signature

Witness name:

Witness occupation:

Witness address:

GENERAL

1. Background

Resource Teachers: Learning and Behaviour (RTLB) are specialist itinerating teachers who provide a service to a cluster of schools. RTLB are employed by a Lead School Board, with some RTLB located within other schools (Host Schools) within the cluster's area. These RTLB have space at a host school for office furniture, educational materials, books, and teaching aids so that they have a convenient base from which they can travel to schools across the cluster.

RTLB's may occupy existing accommodation at the Host school that has been adapted for that purpose or it may occupy a purpose built facility. The accommodation is **Crown owned and included in the Host School's Property Occupancy Document (POD).**

Objectives of RTLB

The parties acknowledge that the Permitted Use of RTLB is to provide the RTLB service for students enrolled in schools across the RTLB cluster area; to provide opportunities for staff of both the Host School and the RTLB service to benefit professionally from mutual interactions on the Land; and to comply with the **Government's Special Education strategy to achieve a fully inclusive education system.**

2. Acknowledgements

- (a) The RTLB Lead school is responsible for all employment matters in relation to its staff.
- (b) The RTLB Lead school owns the dishwasher, fridges, wifi (pay for own connectivity), phones, furniture, and shelving, and will maintain these at its expense

TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Authority means any authority, whether national or local, appointed or established by statute in New Zealand and having jurisdiction over or in respect of the Building or the Premises.

Lead School means Owhiro Bay School

Buildings means the buildings on Premises indicated (red hatched area) on the plan attached at Annexure 1.

Capital Works means any alteration or additions to the Building undertaken by the Board/Secretary.

Common Areas means those parts of the Building and Land the use of which is necessary for the enjoyment of the Premises and which is shared with Host School.

Host School means Rewa Rewa School

Land means Rewa Rewa School site, Padnell Crescent, Newlands, Wellington

Outgoings means:

- (a) rates or levies payable to any Authority;
- (b) charges for water, gas, electricity, telephones and other utilities or services, including line charges and any connection charges, fees or levies;
- ~~(c) rubbish collection charges;~~
- (d) New Zealand Fire Service charges (including Fire Service Levies) and the maintenance charges in respect of all fire detection and fire fighting equipment;
- (e) insurance premiums and related valuation fees and any insurance excess in respect of a claim relating to the Premises but not exceeding \$500;
- (f) service contract charges for air conditioning, lifts, other building services and security services relating to the Premises;
- (g) maintenance and repair charges, including but not confined to charges for **cleaning maintenance**, repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for Structural Repairs to the Building (minor repairs to the roof of the Building will not be a Structural Repair);
- (h) the provisioning of toilets, the Common Areas and other shared facilities;

- (i) the cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences relating to Lead **School's** Improvements;
- (j) yard and car parking area maintenance and repair charges relating to the Premises-but excluding charges for Structural Repairs to any car parking area of the Building;
- (k) any charges, levies along with all duties, impositions and fees payable to any Authority from time to time in respect the Premises (including, without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to Host School and which is imposed as a result of any sale or other disposal of the Land or because of income gained by Host School from the Land); and
- (l) all costs associated with installing, maintaining and connecting all services relating to the Premises to the nearest connection points approved by the relevant local Authority.

Permitted Use means the provision of specialised education for the students enrolled at Lead School or such other incidental or ancillary use which the Secretary may from time to time approve of in writing on a case by case basis.

Premises means the plan of the premises as delineated in Annexure One which includes the Building.

Secretary means the Secretary for Education.

Working Day means

- (a) in relation to any time period specified under the Property Law Act 2007, has the meaning given in that Act; or
- (b) in all other cases, means any day that is not a Saturday, Sunday, day between 24 December in one year to 4 January in the next year (both days inclusive) or statutory holiday in the area where the Land is located.

2 USE OF THE PREMISES

2.1 Lead School must not in any circumstances:

- (a) use the Building and the Premises and any Improvements:
 - (i) for any purpose other than the Permitted Use;
 - (ii) in any noisy, noxious, offensive or illegal manner; or
 - (iii) for any residential or illegal purpose;
- (b) use the Building or any of the Improvements other than for their designed purpose;

- (c) store or use dangerous, including inflammable substances upon the Premises; or
 - (d) do anything which in the opinion of Host School may become a nuisance, disturbance or obstruction, or cause damage, whether to Host School or to neighbouring owners or occupants.
- 2.2 This Notice relates only to the Premises and Host School may use, occupy and deal with the remainder of the Land and Building without reference to the Lead School, and Lead School will have no rights in relation to the remainder of the Land and Building other than the rights of use provided in this Notice.
- 2.3 Lead School must not obstruct or restrict other occupants of the Building in their use and enjoyment of the Common Areas.

3 QUIET ENJOYMENT

- 3.1 Provided Lead School performs and observes the covenants, provisos, conditions and agreements contained in this Notice, and subject to clauses 3.2 and 3.3, Lead School may peaceably hold and enjoy the Premises and any Improvements without hindrance or interruption by Host School.
- 3.2 Notwithstanding the quiet enjoyment covenant in clause 3.1 and any rule of law to the contrary, Host School may, at any time and from time to time, carry out any works on land adjacent to or near the Premises. Host School will take all reasonable steps to ensure that the works are carried out in a way that causes a minimum of inconvenience to Lead School. Lead School covenants that it will not take any injunction, proceedings or otherwise make any objection to the works of any kind whatsoever, and will not make any claim for compensation or commence or maintain any action relating to the works.
- 3.3 Lead School agrees to allow Host School and the Host School's agents, contractors and employees to have access to the Premises (including to the interior of any Buildings) at all reasonable times, and on reasonable notice.

4 OUTGOINGS

- 4.1 Host School will pay the Outgoings including:
- (a) charges incurred by Lead School for electricity, gas, water, power, telecommunication or other services in respect of the Building, the Premises and Improvements, including all connection, disconnection or other fees payable by Lead School or Host School direct to the relevant Authority or supplier of the utility services; and
 - (b) costs associated with installing, maintaining and connecting all services to the Building and/or to Premises to the nearest connection points approved by the relevant local Authority.

4.2 Host School may recover these outgoings from Lead School when explicitly agreed to in Annexure Two, on the terms set out in Annexure Two.

5 CAPITAL WORKS, MAINTENANCE, SECURITY AND RUBBISH REMOVAL

Lead School's obligations:

5.1 Lead School must, in relation to the Premises:

(a) keep the Premises secure at all times (except to the extent that this would interfere with the Lead School's **reasonable use and enjoyment** of the Premises); and

(b) give Host School copies of all keys to locks to the Buildings and any gates or locks providing access to the Buildings.

(c) cause to be removed all trade waste, boxes and other goods or rubbish not removable in the ordinary course by any Authority;

(d) repair and replace any fixtures and fittings;

(e) regularly cause all rubbish and garbage to be removed and keep any rubbish bins or containers in a tidy condition;

(f) replace all damaged or non-operative light bulbs, globes or tubes with operative light bulbs, globes or tubes of the same specifications and quality;

5.2 Lead School will not be responsible for any fair wear and tear arising from the Lead School's reasonable use and enjoyment of the Premises but will be responsible for any damage caused by the occupants of the Premises through their normal activities or wilful damage arising from vandalism

5.3 Lead School must give to Host School prompt notice of any:

(a) accident to or defect in the Premises of which Lead School may be aware and in particular in relation to any pipes or fittings used in connection with the water, electrical, gas or drainage services; or

(b) circumstances occurring within the Premises likely to cause damage or injury, including any hazard that meets the provisions of the *Ministry of Education's Health and Safety Code of Practice for Schools*.

5.4 Lead School will permit Host School at all reasonable time to enter the Premises to:

(a) inspect the Lead School's **compliance with this clause 5**;

(b) carry out repairs to the Premises or adjacent premises; and

(c) install, inspect, repair, renew or replace any services that are not the responsibility of the Lead School,

using all reasonable endeavours to minimise inconvenience to Lead School.

5.5 Lead School must obtain the prior approval of both the Secretary and Host School before carrying out any capital works or maintenance that it chooses to

fund at its own discretion which is **not Host School's responsibility to fund or** carry out in terms of its obligations.

Host School's obligations:

- 5.6 Host School must, in relation to the Premises:
- (a) repair, maintain and keep in good order, condition and repair including any grounds, yards, car parks, sealed, paved areas and surfaced areas exclusively serving the Premises;
 - (b) maintain any garden or lawn areas in a tidy and cared-for condition;
 - (c) make good any damage to the yard or any fences whether resulting from Lead School's **activities or otherwise**;
 - (d) repair any locks which are damaged;
 - (e) immediately repair all glass breakages and breakage or damage to doors, windows, light fittings and power points;
 - (f) must plan for, budget and carry out any required work in the context of **the school's 10-Year Property Plan (10YPP) and 5-Year Agreement (5YA)** processes, or any other processes adopted by the Secretary for identifying the capital and maintenance needs of the Premises (excluding any work required to expand the size of the Premises that is funded at the discretion of the Secretary); and
 - (g) will **agree consult** with Lead School as to the capital Works and maintenance needs of the Premises before signing its 10YPP and 5YA with the Secretary.
- 5.7 Host School will not be liable for any:
- (i) want of repair of defect in respect of building services, so long as the Secretary is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by Host School; or
 - (ii) loss suffered by Lead School arising from any want or defect unless Host School has received notice in writing of that want or defect from Lead School and had not, within a reasonable time of receiving that notice, taken appropriate steps to remedy the same.

6 SIGNAGE

- 6.1 Lead School may not erect, affix, display, paint or exhibit any billboard, sign, name-plate or advertisement of any description on the Premises without first obtaining:
- (a) the consent of any Authority required pursuant to any statute, regulation, by-law or other enactment; and

- (b) the prior approval in writing of Host School (in its sole and absolute discretion) to the proposed signage (including without limitation the size, location, visual impact, style, construction, and content of that signage) and to any conditions imposed on any consents under clause 6.1(a).
- 6.2 Where any signage is displayed in breach of clause 6.1, Host School may remove such signage, without notice and at the Leads School's cost.
- 7 ACCESS TO PREMISES
- 7.1 Lead School and Host School must take all reasonable steps to ensure that its vehicles, materials and machinery do not inhibit:
- (a) the access and egress of any other persons using any part of the Building or the Land or adjoining land; and
- (b) the traffic flow or compromise the safety of motorists along any adjacent public road.
- 8 PAYMENTS
- 8.1 Lead School will pay to Host School an agreed sum covering all actual and reasonable expenses that will be incurred by Host School for the benefit of Lead School as recorded in the schedule at Annexure Two. This schedule can be updated by both parties as required and by mutual agreement.
- 9 DISPUTE RESOLUTION
- 9.1 Any dispute or difference which may arise concerning the interpretation of this Notice, or relating to any other matter arising under this Notice, will be actively and in good faith negotiated by the parties with a view to a quick resolution of such dispute or differences.
- 9.2 If the parties cannot resolve such a dispute or difference within 15 Working Days of any dispute or difference arising then they will refer the matter to the Secretary will be the final arbiter of any such dispute or difference.

ANNEXURES

Annexure One: Plan of the Premises (1.1) Rewa Rewa School



Annexure Two: Schedule of recoverable expenses (8.1)

Operational component	Record of comments and agreements	Sum agreed
Cleaning and rubbish removal	Lead school to arrange, manage and pay for own cleaning and rubbish removal.	
Dishwasher, fridges, wifi (pay for own connectivity), phones, furniture, and shelving, and will maintain these at its expense	Owned by Lead school, to maintain at own expense.	
Lightbulbs, globes and tubes	Lead school to pay.	

As agreed by both Host School and Lead School and duly signed by their representatives as follows:

Name:

Role:

Signature Date for Host School

Name:

Role:

Signature Date for Lead School

Released under the Official Information Act 1982

PROPERTY OCCUPANCY DOCUMENT (POD) VARIATION FOR RESOURCE TEACHERS: LEARNING AND BEHAVIOUR ACCOMMODATION ON SCHOOL SITES – GUIDELINES

Introduction

This commentary provides interpretative guidance on the standard Property Occupancy Document (POD) Variation that allows RTLB employed by a Lead School to occupy land and buildings at another school.

The commentary focuses on each section of the tenancy agreement in sequence and provides guidance on sections which may be unclear because of the wording.

Nature of the Relationship

The school site is owned by the Ministry of Education. In effect, two schools are occupying the site but there is a tiered relationship in terms of these occupiers. The Ministry is the landlord and has a “tenancy agreement” (formally called a Property Occupancy Document or POD) with the Host School. The Host School or “head tenant” is responsible for the total site under the tenancy agreement. This Variation to the tenancy agreement, which only the Ministry of Education can approve, could be called a “sub-tenancy agreement” in that it allows the Lead School to establish and operate a base for RTLB on the Host School site.

This tenancy agreement is “varying” the Host School’s POD to include specific terms and conditions that are particular to the base for RTLB. Where any situation is not covered or is unclear then the content of the Host School’s tenancy agreement proper applies.

The tenancy agreement defines only the *property management* relationship between the Host and Lead Schools. It does not define other operating arrangements nor does it prevent these arrangements happening.

Formal Notice

As the heading of this section indicates, this is a formal notice whereby the Ministry of Education notifies the Host School that the Lead School’s RTLB can occupy property on the former’s site. Both schools are not required to sign the tenancy agreement and there is no termination date.

A base for RTLB recognises an enduring relationship between two schools on one site irrespective of successive Boards of Trustees and principals. For this reason the tenancy agreement can only be rescinded by another formal variation which is an action only the Ministry can take. In this respect the Host School does not have the right to serve notice on the Lead School.

General

This section provides information on the RTLB service and how it operates.

Terms and Conditions

The next part focuses on the terms and conditions governing the occupancy of the base for RTLB.

Definitions

This section comprises a glossary of definitions and guidance on how words in the tenancy agreement should be interpreted. The glossary may appear legalistic but essentially the words mean what they say.

Use of the Premises

The base for RTLB has to be used for its intended purpose with its inherent behaviours and activities being what one would expect to happen on a school site. Both the Lead School and the Host School should together make the site a safe and functional place.

This section does not exclude any of the Lead School's activities that are compatible with the Permitted Use. In this respect the term *flammable or dangerous substances* [Clause 2.1(c)] excludes any substances that are required for the well-being of the students, such as medication. Clause 2.1(d) excludes activities that usually occur in the base for RTLB as a result of expected student behaviours.

This section also does not exclude the Lead School coming to an arrangement with the Host School to periodically use part of the latter's accommodation such as workshops or other specialist spaces.

Quiet Enjoyment

The base for RTLB is guaranteed no interference by the Host School in its activities. However, it is recognised that the Host School's own property related activities, such as an adjoining building project, may impact on the base for RTLB from time to time. In these situations the Host School will endeavour to minimise any disruption and conversely, the Lead School is not to object to the work as long as the Host School acts reasonably. The Host School may also require access to the base for RTLB on occasions, such as the periodic building warrant of fitness inspections, which the Host School is responsible for.

Outgoings

The Host School is responsible for all utilities onsite, including the base for RTLB. Rates are also the Host School's responsibility.

Capital Works, Maintenance, Security and Rubbish Removal

This section details each school's responsibilities for maintenance, security and rubbish removal. The context of this section in general is that the Host School is responsible for the base for RTLB's capital works and maintenance like it is for any other facility included in its tenancy agreement.

The following clauses may require clarification as follows.

Clause 5.1(b) - both schools must have keys to the base for RTLB, including any keys required to access the unit from the school site, eg: to the school gate.

Clause 5.2 – normal wear and tear is considered a consequence of a building being used. However, any damage caused by, say, students due to behavioural conditions is considered an extraordinary event and therefore the responsibility of the Lead School. Wilful damage caused by vandalism is also the Lead School's responsibility as the school is funded for such costs by the Ministry.

Clause 5.3(b) – the *circumstances occurring within the Premises likely to cause damage or injury* do not include activities that usually occur in the base for RTLB as a result of expected student behaviours.

Clause 5.5 – the Lead School may subject to the consent of both the Secretary and Host School carry out any capital works or maintenance that it chooses to fund at its own discretion. Usually this work is for enhancements over and above what is the responsibility of the Host School under Clause 5.6(j).

Clause 5.6(a) - the Host School is responsible for any repairs arising from vandalism of the base for RTLB. However, as the Lead School is separately funded like any other state school for vandalism through its operating grant, cost recovery should be sought from the Lead School.

Clause 5.6(j)(k) – the Host School's property responsibilities for the base for RTLB are no different to any other land and buildings included in the Host School's tenancy agreement. For example, the Host School is responsible for the RTLB's capital works and maintenance as its facilities are generating funding for this purpose in the school's 5-Year Agreement (5YA) and operating grant entitlements. Planning for this work must be undertaken in consultation with the Lead School and the Ministry will ensure this happens before approving the final property plans. Like any other school property the Ministry is responsible for funding and implementing any capital works that will increase the size of the base for RTLB or any special programmes like the School Network Upgrading Programme (SNUP)¹.

Clause 5.7(i) - the Host School is discharged of some of its obligations under Clause 5.6 if the Ministry itself is fulfilling these obligations. An example could be work arising from the building warrant of fitness inspections which the Ministry has a national contract for.

¹ The creation and upkeep of playgrounds is the responsibility of the Host School as their capital cost is eligible for 5YA funding, albeit as a low priority.

Clause 5.7(ii) - the Host School is not, in all fairness, responsible for the consequences arising from any building defects if the Lead School has not brought these issues to its attention.

Signage

This section is self-explanatory.

Access to Premises

This section is self-explanatory.

Payments

Expenses such as cleaning are sometime recovered by the Host School from the Lead School or the Lead School makes its own arrangements and pays for them. The same treatment applies to telecommunication charges. As a general rule, any costs funded by the Ministry on a square metre basis are met by the Host School while any per pupil costs are met by the Lead School. If there is a cost recovery arrangement both parties must come to a mutually fair agreement on what the charges are or the formula for calculating the charges. This agreement is recorded in the schedule at Annexure Two and can be updated by both parties as required and by mutual agreement.

In the case of this specific agreement, the expense of cleaning will be paid by the Lead School who will make its own arrangements and pay for these.

Dispute Resolution

If a dispute arises between the Host and Lead Schools they must act quickly (within fifteen working days) to resolve that dispute. If they cannot reach an agreement then both schools must refer the dispute to the Ministry who will be the final arbiter in that its decision will be binding on both schools.



5 December 2017

9(2)(a)

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Paparangi
Wellington 6037

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Ref No: 2979

Tēnā koe 9(2)(a)

Heat, Light and Water Funding

The Ministry of Education (School Resourcing Delivery) agrees to undertake a Heat, Light, and Water (HLW) review for Rewa Rewa School at the end of Term 2 2018 in order to capture the impact the RTLB cluster may have on HLW costs.

A further review will be considered if HLW costs are significantly higher after the RTLB cluster have been on site for 12 months. If this review is successful and the allocation increased, Rewa Rewa School will be entitled to back pay—the difference between the new allocation and the previous allocation. Any further reviews will be undertaken according to the standard policy and process.

These reviews are in recognition of the impact that hosting the RTLB cluster may have on the school. They will only be undertaken if Rewa Rewa School hosts the RTLB cluster.

For further information regarding Heat, Light and Water funding please go to our website www.education.govt.nz.

Ngā mihi

Bridget Curtis
Manager
School Resourcing Delivery
Resourcing Division
Te Wāhanga Whakarato Rawa

Cc: Jan Otene

Attachment 1.3

Rewa Rewa School
Padnell Crescent
Newlands

26 October 2017



Dear Will

Thank you for sending a copy of the draft Rewa Rewa School / RTLB memorandum to the board for consideration. Overall we are in agreement with most of the wording however request clarification and / or amendments over the following points:

Reference Page	Existing wording	Clarification / Change requested
pp2	Schedule 6 clause 35 of the Education Act 1989	Previous memorandums have referred to Section 70 of the 1989 Act – please clarify what Schedule 6 clause 35 now refers to and the changes that this may have brought to the agreement.
pp 3	2. Acknowledgements (a)	Previous memorandums have listed what the Lead school will pay for in this section – including reference to telecommunications, cabling, wifi, phone lines, ownership of appliances / furniture and that the Lead School pays from its own funds for extra refurbishments. These need to also be listed in this section.
pp 4	Outgoings means: (b) charges for water, gas, electricity, telephones and other utilities... levies; (c) rubbish collection charges (g) maintenance and repairs	Clarification needed here: (b) and (c) should note reference to Annexure Two: Schedule of recoverable expenses and other cost items (g) This clause needs to be rewritten as we have agreed that cleaning maintenance in particular is an RTLB expense.
pp 6	4. Outgoings (a)	A reference needs to be noted here re Annexure Two with regard to the Host School able to claim for expenses incurred due to RTLB Outgoings.
pp 7	Host School obligations (a) Repair, maintain...the Premises.	The board is quite nervous that any unforeseen costs in the future with regard to the new carpark development will have the capacity to impede on 5 YA / OPS Grant monies e.g. if more lighting is required, repairs to lighting, barrier arms etc.
pp 7	Host School obligations (d) Replace all...quality; (g) and (i)	We have agreed that these will be at the responsibility and cost of the RTLB therefore this clause needs to amending.
pp 7	Host School obligations (h)	Needs to refer to Annexure Two – this is listed as being a RTLB % expense.

pp 8	Host School obligations (k) will agree with Lead School... Secretary.	Lead School input and how much leverage their principal might have, needs to be clarified. Our understanding from this clause that Rewa Rewa School / Ashbys would conduct 5YA and 10YPP discussions between themselves, whilst taking into account Lead School suggestions. A draft document would then be created by RR / Ashbys for final approval with the Lead School.
pp 9	Access to Premises 7.1 Lead and Host School must ensure... public road.	Remove "must ensure" and replace with... "Will take all reasonable steps to manage its vehicles, materials and machinery so that they do not inhibit...public road."
pp 10	Annexure One: Plan of the Premises	////RTLB area needs a key for what it stands for on the map. Car park area – is this as it now stands? May need to wait until after meeting with the NCC committee to confirm.
pp11	Annexure Two: Schedule of recoverable expenses and other cost items (8.1) Consumables:	Record needs to include: Including replacement and / or repairs e.g. dishwasher, light bulbs, heat pumps and boiler.
pp 11	Annexure Two: Schedule of recoverable expenses and other cost items (8.1) Heat, light and water "A review of the HLW bills... review."	We request a change in wording to read: "A review of the HLW bills will be carried out every 3 months. The MoE will re-imburse the school for all RTLB HLW incurred expenses accordingly following each review."
pp 11	Annexure Two: Schedule of recoverable expenses and other cost items (8.1) Cleaning	We request that the Operational Component be labelled: Cleaning and Maintenance / Repair work Under record of comments and agreements: School and RTLB to arrange their own separate cleaners and maintenance / repair contractors.
pp 15	Capital Works, Maintenance, Security and Rubbish Removal Operating grant entitlements School Network Upgrading Programme (SNUP)1	We note that clause 2 re ORS students has been removed from our memorandum – we have no issue with this.
pp 16	Payments Expenses such as cleaning....pays for them.	We request that this sentence reads: Expenses such as cleaning and repairs are covered by the Lead School who will make its own arrangements and pay for these.

Kind regards

Jan Otene

Principal

9(2)(a)

Board Chair

Zack Krippner

From: Erin Stephen
Sent: Thursday, 19 April 2018 5:55 pm
To: 9(2)(a)
Cc: Fleur Morris
Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.
Attachments: 20180419 Rewa Rewa RTLB Unsigned agreement.pdf; Rewa Rewa RTLB hub HLW letter.pdf; Rewa Rewa Changes Schedule.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi 9(2)(a)

Attached is:

- The draft agreement for signing.
- The letter from MOE- Resourcing about HLW additional arrangements
- A table summarising the changes.

Cheers,

Erin Stephen | Senior Advisor Ownership and Occupancy | Land and Property Services
DDI +6444638130

From: 9(2)(a)
Sent: Friday, 6 April 2018 2:56 p.m.
To: Erin Stephen <Erin.Stephen@education.govt.nz>
Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Ok thanks. Let me know what information she requires?

9(2)(a) | Property Advisor | EIS (Contractor)
DDI +64 4 439 4687 | Ext 44687 | Mobile 9(2)(a)

From: Erin Stephen
Sent: Friday, 6 April 2018 2:19 p.m.
To: 9(2)(a)
Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Hello,

I received the documents back from Delaney yesterday and she has asked for additional information before she is happy for it to go out. I will try to get it out next week.

Apologies delay,

Erin Stephen | Senior Advisor Ownership and Occupancy | Land and Property Services
DDI +6444638130

From: 9(2)(a)

Sent: Thursday, 29 March 2018 10:24 a.m.

To: Erin Stephen <Erin.Stephen@education.govt.nz>

Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Thanks for letting me know

9(2)(a) | Property Advisor | EIS (Contractor)
DDI +64 4 439 4687 | Ext 44687 | Mobile 9(2)(a)

From: Erin Stephen

Sent: Wednesday, 28 March 2018 2:09 p.m.

To: 9(2)(a)

Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Hi 9(2)(a)

Fleur was sick for a week, which delayed sign out. Delaney (who is reviewing on behalf of Rob) then had annual leave followed by sick days.

The documents are currently with Delaney for review, I'll let you know when they have been signed out. This will be the first RTLB agreement that she has reviewed (I also have several standard RTLB agreements with her), which means that she may have follow up questions.

Cheers,

Erin Stephen | Senior Advisor Ownership and Occupancy | Land and Property Services
DDI +6444638130

From: 9(2)(a)

Sent: Wednesday, 14 March 2018 11:34 a.m.

To: Erin Stephen <Erin.Stephen@education.govt.nz>

Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Hi Erin

Is this ready yet? Can you let me know if I can issue this out?

Thanks

9(2)(a) | Property Advisor | EIS (Contractor)
DDI +64 4 439 4687 | Ext 44687 | Mobile 9(2)(a)

From: Erin Stephen
Sent: Tuesday, 27 February 2018 5:40 p.m.
To: 9(2)(a)
Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Hi 9(2)(a)

I'll work on getting this signed out by the end of the week.

Cheers,

Erin Stephen | Senior Advisor Ownership and Occupancy | Land and Property Services
DDI +6444638130

From: 9(2)(a)
Sent: Monday, 26 February 2018 1:31 p.m.
To: Erin Stephen <Erin.Stephen@education.govt.nz>
Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Hi Erin

Can I now issue this?

Thanks

9(2)(a) | Property Advisor | EIS (Contractor)
DDI +64 4 439 4687 | Ext 44687 | Mobile 9(2)(a)

From: Erin Stephen
Sent: Tuesday, 20 February 2018 4:10 p.m.
To: 9(2)(a)
Subject: FW: Re RewaRewa RTLB and agreements between the school and RTLB.

Hi 9(2)(a)

- For both Rewa Rewa and Owhiro Bay to sign, the variation document. When you print this out (in colour) for the parties to sign, you should include a colour copy of the '16-34' plan and a print out of the car park area with the car parks obviously highlighted (i.e. print it out and draw a box around the car parks so that it is very clear what is included).
- For the benefit of Rewa Rewa, the attached letter regarding HLW reviews.
- For your benefit when working through the explanation of changes:

Notice	Sched 6 Cl 35 of the Education Act is the same as the old section 70. It was relocated by the recent Education Act amendment.
General	I have included the list of items provided by the Lead school.
Cl 1.1 (c)	I have removed cl 1.1 (c).
Cl 1.1 (g)	I have removed the reference to 'cleaning maintenance'.

CI 4.2	I have added the text "Host School may recover these outgoings from Lead School when explicitly agreed to in Annexure Two, on the terms set out in Annexure Two".
CI 5.6 (d)(g)(h)(i)	have been moved to 'Lead School's obligations'. There is a mention of the clause "regularly cause all rubbish and garbage to be removed and keep any rubbish bins or containers in a tidy condition" being a proportional responsibility. As these responsibilities are "in relation to the premises" (i.e. the RTLB premises) it seems that it is simpler for the RTLB to be responsible for all of their own rubbish than to try to arrange some kind of proportional share.
CI 5.6(k) (now cl 5.6(g))	changes 'agree' to 'consult' to clarify the relative responsibilities
CI 7.1	now reads "must take all reasonable steps"
Annexure 1	Please supply updated plan
Annexure 2	Generally updated.
Notes "Payments"	I have added a note about this specific agreement. "In the case of this specific agreement, the expense of cleaning will be paid by the Lead School who will make its own arrangements and pay for these."

I did not change the maintenance and repair changes as requested. The RTLB buildings will be recorded as 'legitimate area' in Helios, which means that they will generate 5YA and PMG for Rewa Rewa. This means that Rewa Rewa will be funded to undertake repair and maintenance on the RTLB buildings. The party that receives the funding should have the matching responsibilities.

Cheers,

Erin Stephen | Senior Advisor Ownership and Occupancy | Land and Property Services
DDI +6444638130

From: 9(2)(a)
Sent: Monday, 19 February 2018 4:27 p.m.
To: 9(2)(a) Erin Stephen <Erin.Stephen@education.govt.nz>
Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Kia ora Erin and 9(2)(a)

Please find attached the amended letter to be included in the agreement. Please let me know if there are any issues with the attached.

Many thanks

9(2)(a) Advisor | School Resourcing Delivery
DDI +644 463 8383

From: 9(2)(a)
Sent: Friday, 9 February 2018 1:43 p.m.
To: Erin Stephen <Erin.Stephen@education.govt.nz>; 9(2)(a)
Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Hi Erin

The end of term 2 will not work with delivery times for the project. As there has been a number of delays with construction commencement, it is best off not to cite a specific term in the letter.

Also, im still awaiting an updated site plan clearly showing the proposed car park layout for RTLB and the school staff – the project architect is putting the dwg together.

Thanks

9(2)(a) | School Property Advisor | EIS
DDI +64 4 439 4687 | Ext 44687 | Mobile 9(2)(a)

From: Erin Stephen
Sent: Wednesday, 7 February 2018 4:12 p.m.
To: 9(2)(a)
Cc: [redacted]
Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Hi 9(2)(a)

Apologies for the long silence. I've been working through with 9(2)(a) what the schools are agreeing to for all of the other parts of the agreement.

For your part, this letter is great except that I gave you some information that isn't accurate. I thought that the RTLB would be moving in at the beginning of this year. It turns out that the RTLB space is still under construction, so it's not certain when the RTLB teachers will be moving in.

I'm very sorry, but could you possibly write an amended letter that is substantially the same except that instead of talking about Term 2 2018, it has a more flexible date (i.e. 6 months after the RTLB first moves in) ?

9(2)(a) before 9(2)(a) works on an updated letter, can you please confirm that end of Term 2 will not work with your delivery dates? And does the suggested amendment work from your perspective?

Cheers,

Erin Stephen | Senior Advisor Ownership and Occupancy | Land and Property Services
DDI +6444638130

From: 9(2)(a)
Sent: Wednesday, 6 December 2017 8:50 a.m.
To: Erin Stephen <Erin.Stephen@education.govt.nz>; 9(2)(a)
[redacted]
Cc: Fleur Morris <Fleur.Morris@education.govt.nz>; [redacted] Bridget Curtis
<Bridget.Curtis@education.govt.nz>
Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Kia ora Erin

Please find attached a letter outlining Resourcing's commitment to undertake HLW reviews for Rewa Rewa School as a result of the RTLB cluster operating on their site from 2018.

Do you think it best I send this letter directly to Rewa Rewa from Resourcing or will it be added to something you are already working on with the parties involved?

Many thanks

From: Erin Stephen

Sent: Wednesday, 22 November 2017 5:25 p.m.

To: 9(2)(a)

Cc: Fleur Morris <Fleur.Morris@education.govt.nz>;

Subject: FW: Re RewaRewa RTLB and agreements between the school and RTLB.

Hi all,

My role in this is to capture the agreement between the parties (Rewarewa, Owhiro Bay, Ministry) into one document/set of documents.

How to record this commitment

Rewarewa would like the HLW review included in the agreement that underlies the POD variation. The Ministry isn't usually party to the agreement, and I think it would be good to keep it that way as the primary function of the agreement is to set out the relationship between the parties. Instead we could append to the contract a letter from someone in Resourcing to the school. It doesn't need to be in the MOU itself, as they can hold us to a commitment in writing as easily as a sentence in an MOU.

9(2)(a) do you think they will be happy with that approach?

- who in Resourcing would be the right person to send that letter?

What is the commitment?

Working out the exact words of what we (Resourcing) are committing to do. This is what the school has recorded as the arrangement discussed:

pp 11	Annexure Two: Schedule of recoverable expenses and other cost items (B.1) Heat, light and water "A review of the HLW bills... review."	We request a change in wording to read: "A review of the HLW bills will be carried out every 3 months. The MoE will re-imburse the school for all RTLB HLW incurred expenses accordingly following each review."
-------	--	---

This doesn't match what you have written below, and a HLW review every 3 months in perpetuity does not seem reasonable.

I suggest something along the lines of:

"The Ministry of Education (Sector Enablement and Support: Resourcing) agrees to undertake a HLW review for Rewarewa School at the end of Term 2 2018, and one further review at the end of Term 4 2018. The rate of HLW funding assessed at the end of Term 4 2018 will be retrospectively applied to the funding the school received during 2018, and to all future HLW funding. Any further HLW reviews will be undertaken according the standard policy and process.

These reviews are in recognition of the impact that hosting the RTLB cluster may have on the school. They will only be undertaken if Rewarewa school does host the RTLB cluster. "

I'm happy for you to rework my suggested text to make more sense and use the correct terminology etc. This would be the content of the letter that Resourcing sends to the school, so it really needs to be your content.

In conclusion

My main issues are:

- I'd like to be specific about what the Ministry is committing to do, and
- I'd like to make sure that the right person is making the commitment/ sending the letter.

Cheers,

Erin Stephen | Senior Advisor Ownership and Occupancy | Land and Property Services
DDI +6444638130

From: 9(2)(a)
Sent: Tuesday, 21 November 2017 4:26 p.m.
To: 9(2)(a)
Cc: Erin Stephen <Erin.Stephen@education.govt.nz>
Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

Hi 9(2)(a)

I believe we agreed that we would consider a HLW allocation review after the RTLB hub had been on site for 3 months to give us some actual costs to base an initial allocation review on.

It was also agreed that if, after 12 months, costs were still significantly higher than the reviewed allocation then we would undertake another review.

Thanks

9(2)(a) | Advisor | School Resourcing Delivery
DDI +644 463 8383

From: 9(2)(a)
Sent: Tuesday, 21 November 2017 4:19 p.m.
To: 9(2)(a)
Cc: Erin Stephen <Erin.Stephen@education.govt.nz>
Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

9(2)(a)

We're in the process of capturing what was agreed Re: the special arrangement for a 3 month review for HLW costs at Rewa Rewa School within a Memorandum of Understanding between the RTLB team and the school.

Can you confirm what was agreed so we can insert it into the MoU?

Thanks

9(2)(a) | School Property Advisor | EIS
DDI +64 4 439 4687 | Ext 44687 | Mobile 9(2)(a)

From: 9(2)(a)
Sent: Friday, 15 September 2017 7:45 a.m.
To: 9(2)(a) Lucy Ross <Lucy.Ross@education.govt.nz>
Cc:

9(2)(a)

Subject: RE: Re RewaRewa RTLB and agreements between the school and RTLB.

9(2)(a)

I'll give her a heads up.

Cheers

9(2)(a) | Manager School Resourcing Determination | Resourcing Division
DDI +6444638381 | Ext 48381 | Mobile 9(2)(a)

From: 9(2)(a)

Sent: Thursday, 14 September 2017 5:22 p.m.

To: Lucy Ross

Cc: 9(2)(a)

Subject: Re RewaRewa RTLB and agreements between the school and RTLB.

Hello all

Phone meeting with 9(2)(a) (EIS), 9(2)(a) (Learning Support) and 9(2)(a) (Resourcing), all agree we should be able to find a way to make this easier for the school. So, we agreed, 9(2)(a) will give me the name of a resourcing person working with Wellington schools, we will have them talk with the Principal of RewaRewa School, we will establish a baseline for heat light and water and review three months after RTLB moves in with assurance adjustments will be made if necessary.

I have talked to RTLB and suggested they document the "self-contained" element of their activity i.e. things like photocopying, tea, coffee, biscuits etc and confirm in writing there will be no cost to the school associated with these items.

That leaves caretaker and cleaning. I will ask the school to quantify costs for these items and there will be a negotiation between the school and RTLB lead school (who receive funding for these items as part of their administration grant).

9(2)(a) will respond to email from Jan at RewaRewa advising she has asked me to look into, I will then go to Jan with proposal.

Please let me know if you feel I have misstated any of the items we discussed during the meeting.

Thank you all for your flexible approach.

Regards

9(2)(a) | Principal Adviser | Sector Enablement and Support, Wellington Region
DDI +64 4 439 4684 | Ext 44684 | Mobile 9(2)(a)

Zack Krippner

From: Erin Stephen
Sent: Tuesday, 7 August 2018 2:35 pm
To: Kathryn Yorke
Subject: RE: Rewa Rewa School RTLB agreement
Attachments: 20180731 Rewa Rewa Changes Schedule.pdf; 20180731 Draft RTLB POD Variation Licence Rewa Rewa & Owhiro Bay.pdf

Hi Kathryn,

Updated versions, as discussed.

Cheers,

Erin Stephen | Team Leader | Ownership and Occupancy | Infrastructure Delivery
DDI +6444638130

From: Kathryn Yorke
Sent: Tuesday, 31 July 2018 1:11 p.m.
To: Erin Stephen <Erin.Stephen@education.govt.nz>
Subject: Rewa Rewa School RTLB agreement

Hi Erin

I've picked up Rewa Rewa School and the RTLB project from 9(2)(a) (his contract with us has ended).

I'm trying to pick up where things are at with the RTLB agreement. Below is the last email string that Will sent to me – from my understanding it seems that the RTLB want one further change to the agreement in relation to vandalism. They have said:

“Owhiro Bay BOT will sign MOU if the clause that states lead school will sort vandalism to the exterior changes to host school. They think it is odd that the host school has responsibility for the exterior but lead should cover vandalism. Vandalism is often not specific to one part of a property and whatever repair was made would need host school to agree, to maintain the host schools plans for the school”.

9(2)(a) asked them to clarify which part of the agreement they were referring to and they have said:

*“...its the statement that starts Wilful damage
p14 of the POD -5.2
Only wilful damage by RTLB not anyone else -this needs to be clear”*

Is it possible for this additional change to be made?

Thanks,

Kathryn Yorke | Regional Property Advisor | Central South - Education Infrastructure Service
DDI +6444396487 | Mobile 9(2)(a)

From: 9(2)(a)
Sent: Wednesday, 25 July 2018 1:34 p.m.

To: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>

Subject: FW: Rweva Rewa MOU

From: 9(2)(a)

Sent: Friday, 22 June 2018 2:10 p.m.

To: 9(2)(a)

Cc:

Subject: Re: Rweva Rewa MOU

Yes its the statement that starts Wilful damage

p14 of the POD -5.2

Only wilful damage by RTLB not anyone else -this needs to be clear

Thanks

Warren

Kia ora

Nga mihi

9(2)(a)

Cluster Manager

Cluster 28

9(2)(a) - mobile

8021252 DDI

[Cluster 28 - Nga Hau e Wha](#)

[Nga Hau e Wha case load database](#)

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On 22 June 2018 at 13:07, 9(2)(a) wrote:

Hi 9(2)(a)

Are you talking about Page 7 Clause 5.2 re vandalism?

Please copy in 9(2)(a) to your response as I am away on holiday for 3 weeks from this afternoon.

Thanks

9(2)(a) | Property Advisor | EIS (Contractor)
DDI +64 4 439 4687 | Ext 44687 | Mobile 9(2)(a)

From: 9(2)(a)
Sent: Friday, 22 June 2018 8:56 a.m.
To: 9(2)(a)
Subject: Re: Rwewa Rewa MOU

Hi 9(2)(a)

Owhiro Bay BOT will sign MOU if the clause that states lead school will sort vandalism to the exterior changes to host school. They think it is odd that the host school has responsibility for the exterior but lead should cover vandalism. Vandalism is often not specific to one part of a property and whatever repair was made would need host school to agree, to maintain the host schools plans for the school.

Thanks

9(2)(a)

Kia ora

Nga mihi

9(2)(a)

Cluster Manager

Cluster 28

9(2)(a) - mobile

8021252 DDI

[Cluster 28 - Nga Hau e Wha](#)

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On 21 June 2018 at 12:57, 9(2)(a) wrote:

Hi 9(2)(a)

In response to your points below:

- F&E – We've taken some advice on this from policy and will discuss it further with Rob Giller.
 - Rubbish Collection – In Appendix A Clause 5.6 – It states

The Host and Lead Schools have agreed that the Lead school will pay a proportion of the Host School's rubbish removal costs. This agreement makes the Lead School responsible for its own rubbish removal arrangements, which could be a service agreement with the Lead School, outside of this POD variation. This means that if the arrangement does not work, the Lead School is able to find a suitable alternative.

Basically, the RTLB pay their own rubbish removal – whether that is a contribution to Rewa Rewa School for rubbish collection or a separate arrangement.

- Vandalism – We can discuss with Rewa Rewa School if they are happy to pay for any vandalism costs associated with RTLB property if that's what you would like? These costs are likely to be minimal and schools are entitled to claim back money spent on vandalism costs over and above what they receive from Moe.
- Rewa Rewa School BoT have approved the drawings and MoU

Let me know if you need further information for your meeting tonight.

Regards

9(2)(a) | Property Advisor | EIS (Contractor)
DDI +64 4 439 4687 | Ext 44687 | Mobile 9(2)(a)

From: 9(2)(a)

Sent: Thursday, 21 June 2018 9:31 a.m.

To: 9(2)(a)

Subject: Rewa Rewa MOU

Kia ora 9(2)(a)

just a wee reminder the BOT meet tonite

Awaiting your response to:

- Furniture grant
- The clauses about rubbish collection seem very unclear
- Lead school paying for vandalism seems unreasonable
- Has Rewa Rewa signed yet?

Thank you

9(2)(a)

Released under the Official Information Act 1982

Nga mihi

9(2)(a)

9(2)(a)

Cluster Manager

Cluster 28

9(2)(a) - mobile

8021252 DDI

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Zack Krippner

From: 9(2)(a)
Sent: Wednesday, 5 September 2018 1:48 pm
To: 9(2)(a); Kathryn Yorke
Subject: Fwd: Message from "RNP0026737C92BB"

Kia ora 9(2)(a) and Kathryn
signed agreement at last
thanks
9(2)(a)

Nga mihi
9(2)(a)

Cluster Manager
Cluster 28


9(2)(a) - mobile
8021252 DDI

[Cluster 28 - Nga Hau e Wha](#)
[Nga Hau e Wha case load database](#)


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Out of scope



Out of scope



Released under the Official Information Act 1982

Document 5

Zack Krippner

From: Kathryn Yorke
Sent: Friday, 12 October 2018 11:19 am
To: Principal - Rewarewa School
Subject: RTLB Agreement and Annual School Visit

Hi Jan

Please find attached the latest version of the proposed RTLB agreement.

Since you last sighted this agreement, there has been one change made at the request of the RTLB service. This change is to the wording on page 14 which is highlighted in yellow (it looks as though 9(2)(a) exchanged some email correspondence with you on this change back in June). With this change made, the RTLB service have now signed the agreement.

Can you please review the attached and if happy with the agreement, arrange for this to also be signed by your school? Once returned to me, I will arrange for signing by the Ministry.

Also, I would be keen to come and complete our annual school visit with you at some stage during Term 4 – I know this will be a busy term for you, but if you have time to fit me in that would be great (it would take around 1 hour), if this is possible can you please suggest a couple of dates/times that would suit you?

Thanks,

Kathryn Yorke | Regional Property Advisor | Central South - Education Infrastructure Service
DDI +6444396487 Mobile 9(2)(a)
19 Market Grove, Lower Hutt

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We get the job done *Ka oti i a mātou ngā mahi*
We are respectful, we listen, we learn *He rōpū manaaki, he rōpū whakarongo, he rōpū ako mātou*
We back ourselves and others to win *Ka manawanui ki a mātou, me ētahi ake kia wīkitoria*
We work together for maximum impact *Ka mahi ngātahi mō te tūkinga nui tonu*

Great results are our bottom line *Ko ngā huanga tino pai ā mātou whāinga mutunga*



Zack Krippner

From: Kathryn Yorke
Sent: Monday, 3 December 2018 2:57 pm
To: 'Jan Otene'
Subject: FW: HOST school agreement

Hi Jan

Yes, thank you for your time - it was good to catch up.

This is the correct agreement - 9(2)(a) is the board chair for Owhiro Bay School (current RTLB Lead school). Both the Host and Lead school sign the same agreement. If you could please have this signed and returned to me that would be great.

If you have any further queries, please let me know.

Thanks,

Kathryn Yorke | Regional Property Advisor | Central South - Education Infrastructure Service
DDI +6444396487 | Mobile 9(2)(a)

From: Jan Otene [mailto:jan.otene@rewarewa.school.nz]
Sent: Monday, 3 December 2018 9:51 a.m.
To: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>
Subject: HOST school agreement

Hi Kathryn

Lovely to catch up with you last week. Printed off the HOST school agreement you sent through but it has another board chair's signature on it 9(2)(a) can you please find the Rewa Rewa once and send this through to me - thank you.

Jan

--

Jan Otene
Principal
Rewa Rewa School
Newlands

Released under the Official Information Act 1982

Zack Krippner

From: Kathryn Yorke
Sent: Monday, 7 January 2019 8:29 am
To: 9(2)(a)
Subject: FW: Signed RTLB agreement for Rewa Rewa School
Attachments: Signed RTLB agreement.pdf; RE: Rewa Rewa School RTLB agreement

Hi 9(2)(a)

I don't think I've seen a signed memo relating to this agreement – I presume that would have just been an internal document so not part of the agreement for the school to sign?

Attached is a copy of the original version of this agreement that Erin sent through to me for the schools to sign in August – it appears to be the same as the attached.

If you need anything else please let me know.

Thanks,

Kathryn Yorke | Regional Property Advisor | Central South - Education Infrastructure Service
DDI +6444396487 | Mobile 9(2)(a)

From: 9(2)(a)
Sent: Friday, 21 December 2018 12:05 p.m.
To: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>
Subject: FW: Signed RTLB agreement for Rewa Rewa School

Hi Kathryn,

Page 17 of this scan is the second page of a signed memo Erin had attached to the agreement. Do you by any chance still have the signed memo?

Thanks,
9(2)(a)

9(2)(a) | Advisor Ownership and Occupancy | EIS
DDI +6444638899

From: Kathryn Yorke
Sent: Wednesday, 12 December 2018 9:30 a.m.
To: 9(2)(a)
Subject: Signed RTLB agreement for Rewa Rewa School

Hi 9(2)(a)

Please find attached the signed RTLB agreement for Rewa Rewa School.

I understand Erin was going to give you some additional information on this one to support the sign off by us (some signed memo's agreeing to the schedule of changes).

If you need any further information, please let me know.

Thanks,

Kathryn Yorke | Regional Property Advisor | Central South - Education Infrastructure Service
DDI +6444396487 | Mobile 9(2)(a) [REDACTED]

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Released under the Official Information Act 1982



NOTICE SPECIFYING TERMS AND CONDITIONS APPLYING TO LAND AND BUILDINGS - Resource Teacher Learning and Behaviour (RTLB)

Board of Trustees of Rewa Rewa School
2979 (whose Property Occupancy
Document (POD) is varied by this Notice
to recognise the RTLB on the school's
site)

Board of Trustees of Owhiro Bay School
2942 (who is the Board of Trustees
responsible for the RTLB)

Formal Notice under Schedule 6 Clause 35 of the Education Act 1989

The Secretary, or her delegate, may from time to time, by written notice, specify terms and conditions applying to land and buildings occupied by a particular Board. Notices may apply to any land and buildings occupied by a Board and may specify general or specific terms and conditions.

Exercising the power delegated to me by the Secretary and pursuant to Schedule 6 clause 35 of the Education Act 1989 I hereby give notice to the Board of Trustees of Rewa Rewa School that it must permit the Board of Trustees of Owhiro Bay School to occupy the Premises described in this Notice on the terms and conditions contained attached to this notice.

SIGNED for and on behalf of HER MAJESTY THE QUEEN by

Signature

Name

Date

acting pursuant to a delegation given to him by the Secretary for Education in the presence of:

Witness signature

Witness name:

Witness occupation:

Witness address:

GENERAL

1. Background

Resource Teachers: Learning and Behaviour (RTLB) are specialist itinerating teachers who provide a service to a cluster of schools. RTLB are employed by a Lead School Board, with some RTLB located within other schools (Host Schools) within the cluster's area. These RTLB have space at a host school for office furniture, educational materials, books, and teaching aids so that they have a convenient base from which they can travel to schools across the cluster.

RTLB's may occupy existing accommodation at the Host school that has been adapted for that purpose or it may occupy a purpose built facility. The accommodation is Crown owned and included in the Host School's Property Occupancy Document (POD).

Objectives of RTLB

The parties acknowledge that the Permitted Use of RTLB is to provide the RTLB service for students enrolled in schools across the RTLB cluster area; to provide opportunities for staff of both the Host School and the RTLB service to benefit professionally from mutual interactions on the Land; and to comply with the Government's Special Education strategy to achieve a fully inclusive education system.

2. Acknowledgements

- (a) The RTLB Lead school is responsible for all employment matters in relation to its staff.
- (b) The RTLB Lead school owns the dishwasher, fridges, wifi (pay for own connectivity), phones, furniture, and shelving, and will maintain these at its expense

TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Authority means any authority, whether national or local, appointed or established by statute in New Zealand and having jurisdiction over or in respect of the Building or the Premises.

Lead School means Owhiro Bay School

Buildings means the buildings on Premises indicated (red hatched area) on the plan attached at Annexure 1.

Capital Works means any alteration or additions to the Building undertaken by the Board/Secretary.

Common Areas means those parts of the Building and Land the use of which is necessary for the enjoyment of the Premises and which is shared with Host School.

Host School means Rewa Rewa School

Land means Rewa Rewa School site, Padnell Crescent, Newlands, Wellington

Outgoings means:

- (a) rates or levies payable to any Authority;
- (b) charges for water, gas, electricity, telephones and other utilities or services, including line charges and any connection charges, fees or levies;
- ~~(c) rubbish collection charges;~~
- (d) New Zealand Fire Service charges (including Fire Service Levies) and the maintenance charges in respect of all fire detection and fire fighting equipment;
- (e) insurance premiums and related valuation fees and any insurance excess in respect of a claim relating to the Premises but not exceeding \$500;
- (f) service contract charges for air conditioning, lifts, other building services and security services relating to the Premises;
- (g) maintenance and repair charges, including but not confined to charges for ~~cleaning maintenance~~, repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for Structural Repairs to the Building (minor repairs to the roof of the Building will not be a Structural Repair);
- (h) the provisioning of toilets, the Common Areas and other shared facilities;

- (i) the cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences relating to Lead School's Improvements;
- (j) yard and car parking area maintenance and repair charges relating to the Premises-but excluding charges for Structural Repairs to any car parking area of the Building;
- (k) any charges, levies along with all duties, impositions and fees payable to any Authority from time to time in respect the Premises (including, without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to Host School and which is imposed as a result of any sale or other disposal of the Land or because of income gained by Host School from the Land); and
- (l) all costs associated with installing, maintaining and connecting all services relating to the Premises to the nearest connection points approved by the relevant local Authority.

Permitted Use means the provision of specialised education for the students enrolled at Lead School or such other incidental or ancillary use which the Secretary may from time to time approve of in writing on a case by case basis.

Premises means the plan of the premises as delineated in Annexure One which includes the Building.

Secretary means the Secretary for Education.

Working Day means

- (a) in relation to any time period specified under the Property Law Act 2007, has the meaning given in that Act; or
- (b) in all other cases, means any day that is not a Saturday, Sunday, day between 24 December in one year to 4 January in the next year (both days inclusive) or statutory holiday in the area where the Land is located.

2 USE OF THE PREMISES

2.1 Lead School must not in any circumstances:

- (a) use the Building and the Premises and any Improvements:
 - (i) for any purpose other than the Permitted Use;
 - (ii) in any noisy, noxious, offensive or illegal manner; or
 - (iii) for any residential or illegal purpose;
- (b) use the Building or any of the Improvements other than for their designed purpose;

- (c) store or use dangerous, including inflammable substances upon the Premises; or
 - (d) do anything which in the opinion of Host School may become a nuisance, disturbance or obstruction, or cause damage, whether to Host School or to neighbouring owners or occupants.
- 2.2 This Notice relates only to the Premises and Host School may use, occupy and deal with the remainder of the Land and Building without reference to the Lead School, and Lead School will have no rights in relation to the remainder of the Land and Building other than the rights of use provided in this Notice.
- 2.3 Lead School must not obstruct or restrict other occupants of the Building in their use and enjoyment of the Common Areas.

3 QUIET ENJOYMENT

- 3.1 Provided Lead School performs and observes the covenants, provisos, conditions and agreements contained in this Notice, and subject to clauses 3.2 and 3.3, Lead School may peaceably hold and enjoy the Premises and any Improvements without hindrance or interruption by Host School.
- 3.2 Notwithstanding the quiet enjoyment covenant in clause 3.1 and any rule of law to the contrary, Host School may, at any time and from time to time, carry out any works on land adjacent to or near the Premises. Host School will take all reasonable steps to ensure that the works are carried out in a way that causes a minimum of inconvenience to Lead School. Lead School covenants that it will not take any injunction, proceedings or otherwise make any objection to the works of any kind whatsoever, and will not make any claim for compensation or commence or maintain any action relating to the works.
- 3.3 Lead School agrees to allow Host School and the Host School's agents, contractors and employees to have access to the Premises (including to the interior of any Buildings) at all reasonable times, and on reasonable notice.

4 OUTGOINGS

- 4.1 Host School will pay the Outgoings including:
- (a) charges incurred by Lead School for electricity, gas, water, power, telecommunication or other services in respect of the Building, the Premises and Improvements, including all connection, disconnection or other fees payable by Lead School or Host School direct to the relevant Authority or supplier of the utility services; and
 - (b) costs associated with installing, maintaining and connecting all services to the Building and/or to Premises to the nearest connection points approved by the relevant local Authority.

5 CAPITAL WORKS, MAINTENANCE, SECURITY AND RUBBISH REMOVAL

Lead School's obligations:

5.1 Lead School must, in relation to the Premises:

- (a) keep the Premises secure at all times (except to the extent that this would interfere with the Lead School's reasonable use and enjoyment of the Premises); and
- (b) give Host School copies of all keys to locks to the Buildings and any gates or locks providing access to the Buildings.
- (c) replace all damaged or non-operative light bulbs, globes or tubes with operative light bulbs, globes or tubes of the same specifications and quality;
- (d) regularly cause all rubbish and garbage to be removed and keep any rubbish bins or containers in a tidy condition;
- (e) cause to be removed all trade waste, boxes and other goods or rubbish not removable in the ordinary course by any Authority;

5.2 Lead School will not be responsible for any fair wear and tear arising from the Lead School's reasonable use and enjoyment of the Premises but will be responsible for any damage caused by the occupants of the Premises through their normal activities or wilful damage arising from vandalism

5.3 Lead School must give to Host School prompt notice of any:

- (a) accident to or defect in the Premises of which Lead School may be aware and in particular in relation to any pipes or fittings used in connection with the water, electrical, gas or drainage services; or
- (b) circumstances occurring within the Premises likely to cause damage or injury, including any hazard that meets the provisions of the *Ministry of Education's Health and Safety Code of Practice for Schools*.

5.4 Lead School will permit Host School at all reasonable time to enter the Premises to:

- (a) inspect the Lead School's compliance with this clause 5;
- (b) carry out repairs to the Premises or adjacent premises; and
- (c) install, inspect, repair, renew or replace any services that are not the responsibility of the Lead School,

using all reasonable endeavours to minimise inconvenience to Lead School.

5.5 Lead School must obtain the prior approval of both the Secretary and Host School before carrying out any capital works or maintenance that it chooses to fund at its own discretion which is not Host School's responsibility to fund or carry out in terms of its obligations.

Host School's obligations:

5.6 Host School must, in relation to the Premises:

- (a) repair, maintain and keep in good order, condition and repair including any grounds, yards, car parks, sealed, paved areas and surfaced areas exclusively serving the Premises;
- (b) maintain any garden or lawn areas in a tidy and cared-for condition;
- (c) make good any damage to the yard or any fences whether resulting from Lead School's activities or otherwise;
- ~~(d) replace all damaged or non-operative light bulbs, globes or tubes with operative light bulbs, globes or tubes of the same specifications and quality;~~
- (e) repair any locks which are damaged;
- (f) immediately repair all glass breakages and breakage or damage to doors, windows, light fittings and power points;
- (g) repair and replace any fixtures and fittings;
- ~~(h) regularly cause all rubbish and garbage to be removed and keep any rubbish bins or containers in a tidy condition;~~
- ~~(i) cause to be removed all trade waste, boxes and other goods or rubbish not removable in the ordinary course by any Authority;~~
- (j) must plan for, budget and carry out any required work in the context of the school's 10-Year Property Plan (10YPP) and 5-Year Agreement (5YA) processes, or any other processes adopted by the Secretary for identifying the capital and maintenance needs of the Premises (excluding any work required to expand the size of the Premises that is funded at the discretion of the Secretary); and
- (k) will agree consult with Lead School as to the capital Works and maintenance needs of the Premises before signing its 10YPP and 5YA with the Secretary.

5.7 Host School will not be liable for any:

- (i) want of repair of defect in respect of building services, so long as the Secretary is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by Host School; or
- (ii) loss suffered by Lead School arising from any want or defect unless Host School has received notice in writing of that want or defect from Lead School and had not, within a reasonable time of receiving that notice, taken appropriate steps to remedy the same.

6 SIGNAGE

- 6.1 Lead School may not erect, affix, display, paint or exhibit any billboard, sign, name-plate or advertisement of any description on the Premises without first obtaining:
- (a) the consent of any Authority required pursuant to any statute, regulation, by-law or other enactment; and
 - (b) the prior approval in writing of Host School (in its sole and absolute discretion) to the proposed signage (including without limitation the size, location, visual impact, style, construction, and content of that signage) and to any conditions imposed on any consents under clause 6.1(a).
- 6.2 Where any signage is displayed in breach of clause 6.1, Host School may remove such signage, without notice and at the Leads School's cost.

7 ACCESS TO PREMISES

- 7.1 Lead School and Host School must take all reasonable steps to ensure that its vehicles, materials and machinery do not inhibit:
- (a) the access and egress of any other persons using any part of the Building or the Land or adjoining land; and
 - (b) the traffic flow or compromise the safety of motorists along any adjacent public road.

8 PAYMENTS

- 8.1 Lead School will pay to Host School an agreed sum covering all actual and reasonable expenses that will be incurred by Host School for the benefit of Lead School as recorded in the schedule at Annexure Two. This schedule can be updated by both parties as required and by mutual agreement.

9 DISPUTE RESOLUTION

- 9.1 Any dispute or difference which may arise concerning the interpretation of this Notice, or relating to any other matter arising under this Notice, will be actively and in good faith negotiated by the parties with a view to a quick resolution of such dispute or differences.
- 9.2 If the parties cannot resolve such a dispute or difference within 15 Working Days of any dispute or difference arising then they will refer the matter to the Secretary will be the final arbiter of any such dispute or difference.

ANNEXURES

Annexure One: Plan of the Premises (1.1) Rewa Rewa School

Released under the Official Information Act 1982

Annexure Two: Schedule of recoverable expenses (8.1)

Operational component	Record of comments and agreements	Sum agreed
Cleaning and rubbish removal	Lead school to arrange, manage and pay for own cleaning and rubbish removal.	
Dishwasher, fridges, wifi (pay for own connectivity), phones, furniture, and shelving, and will maintain these at its expense	Owned by Lead school, to maintain at own expense.	
Lightbulbs, globes and tubes	Lead school to pay.	

As agreed by both Host School and Lead School and duly signed by their representatives as follows:


Name: Mark Williams

Role: BOT Chair

 _____ 4/12/2018
Signature Date for Host School

Name: P. Nalle

Role: BOT Chair

 _____
Signature Date for Lead School

PROPERTY OCCUPANCY DOCUMENT (POD) VARIATION FOR RESOURCE TEACHERS: LEARNING AND BEHAVIOUR ACCOMMODATION ON SCHOOL SITES – GUIDELINES

Introduction

This commentary provides interpretative guidance on the standard Property Occupancy Document (POD) Variation that allows RTLB employed by a Lead School to occupy land and buildings at another school.

The commentary focuses on each section of the tenancy agreement in sequence and provides guidance on sections which may be unclear because of the wording.

Nature of the Relationship

The school site is owned by the Ministry of Education. In effect, two schools are occupying the site but there is a tiered relationship in terms of these occupiers. The Ministry is the landlord and has a “tenancy agreement” (formally called a Property Occupancy Document or POD) with the Host School. The Host School or “head tenant” is responsible for the total site under the tenancy agreement. This Variation to the tenancy agreement, which only the Ministry of Education can approve, could be called a “sub-tenancy agreement” in that it allows the Lead School to establish and operate a base for RTLB on the Host School site.

This tenancy agreement is “varying” the Host School’s POD to include specific terms and conditions that are particular to the base for RTLB. Where any situation is not covered or is unclear then the content of the Host School’s tenancy agreement proper applies.

The tenancy agreement defines only the *property management* relationship between the Host and Lead Schools. It does not define other operating arrangements nor does it prevent these arrangements happening.

Formal Notice

As the heading of this section indicates, this is a formal notice whereby the Ministry of Education notifies the Host School that the Lead School’s RTLB can occupy property on the former’s site. Both schools are not required to sign the tenancy agreement and there is no termination date.

A base for RTLB recognises an enduring relationship between two schools on one site irrespective of successive Boards of Trustees and principals. For this reason the tenancy agreement can only be rescinded by another formal variation which is an action only the Ministry can take. In this respect the Host School does not have the right to serve notice on the Lead School.

General

This section provides information on the RTLB service and how it operates.

Terms and Conditions

The next part focuses on the terms and conditions governing the occupancy of the base for RTLB.

Definitions

This section comprises a glossary of definitions and guidance on how words in the tenancy agreement should be interpreted. The glossary may appear legalistic but essentially the words mean what they say.

Use of the Premises

The base for RTLB has to be used for its intended purpose with its inherent behaviours and activities being what one would expect to happen on a school site. Both the Lead School and the Host School should together make the site a safe and functional place.

This section does not exclude any of the Lead School's activities that are compatible with the Permitted Use. In this respect the term *flammable or dangerous substances* [Clause 2.1(c)] excludes any substances that are required for the well-being of the students, such as medication. Clause 2.1(d) excludes activities that usually occur in the base for RTLB as a result of expected student behaviours.

This section also does not exclude the Lead School coming to an arrangement with the Host School to periodically use part of the latter's accommodation such as workshops or other specialist spaces.

Quiet Enjoyment

The base for RTLB is guaranteed no interference by the Host School in its activities. However, it is recognised that the Host School's own property related activities, such as an adjoining building project, may impact on the base for RTLB from time to time. In these situations the Host School will endeavour to minimise any disruption and conversely, the Lead School is not to object to the work as long as the Host School acts reasonably. The Host School may also require access to the base for RTLB on occasions, such as the periodic building warrant of fitness inspections, which the Host School is responsible for.

Outgoings

The Host School is responsible for all utilities onsite, including the base for RTLB. Rates are also the Host School's responsibility.

Capital Works, Maintenance, Security and Rubbish Removal

This section details each school's responsibilities for maintenance, security and rubbish removal. The context of this section in general is that the Host School is responsible for the base for RTLB's capital works and maintenance like it is for any other facility included in its tenancy agreement.

The following clauses may require clarification as follows.

Clause 5.1(b) - both schools must have keys to the base for RTLB, including any keys required to access the unit from the school site, eg: to the school gate.

Clause 5.2 – normal wear and tear is considered a consequence of a building being used. However, any damage caused by, say, students due to behavioural conditions is considered an extraordinary event and therefore the responsibility of the Lead School. Wilful damage ~~caused by~~ (vandalism) caused by Lead School employees and/or invitees is also the Lead School's responsibility as the school is funded for such costs by the Ministry.

Clause 5.3(b) – the *circumstances occurring within the Premises likely to cause damage or injury* do not include activities that usually occur in the base for RTLB as a result of expected student behaviours.

Clause 5.5 – the Lead School may subject to the consent of both the Secretary and Host School carry out any capital works or maintenance that it chooses to fund at its own discretion. Usually this work is for enhancements over and above what is the responsibility of the Host School under Clause 5.6(j).

Clause 5.6(a) - the Host School is responsible for any repairs arising from vandalism of the base for RTLB. However, as the Lead School is separately funded like any other state school for vandalism through its operating grant, cost recovery should be sought from the Lead School.

Clause 5.6(j)(k) – the Host School's property responsibilities for the base for RTLB are no different to any other land and buildings included in the Host School's tenancy agreement. For example, the Host School is responsible for the RTLB's capital works and maintenance as its facilities are generating funding for this purpose in the school's 5-Year Agreement (5YA) and operating grant entitlements. Planning for this work must be undertaken in consultation with the Lead School and the Ministry will ensure this happens before approving the final property plans. Like any other school property the Ministry is responsible for funding and implementing any capital works that will increase the size of the base for RTLB or any special programmes like the School Network Upgrading Programme (SNUP)¹.

Clause 5.7(i) - the Host School is discharged of some of its obligations under Clause 5.6 if the Ministry itself is fulfilling these obligations. An example could be work arising from the building warrant of fitness inspections which the Ministry has a national contract for.

¹ The creation and upkeep of playgrounds is the responsibility of the Host School as their capital cost is eligible for 5YA funding, albeit as a low priority.

Clause 5.7(ii) - the Host School is not, in all fairness, responsible for the consequences arising from any building defects if the Lead School has not brought these issues to its attention.

Signage

This section is self-explanatory.

Access to Premises

This section is self-explanatory.

Payments

Expenses such as cleaning are sometime recovered by the Host School from the Lead School or the Lead School makes its own arrangements and pays for them. The same treatment applies to telecommunication charges. As a general rule, any costs funded by the Ministry on a square metre basis are met by the Host School while any per pupil costs are met by the Lead School. If there is a cost recovery arrangement both parties must come to a mutually fair agreement on what the charges are or the formula for calculating the charges. This agreement is recorded in the schedule at Annexure Two and can be updated by both parties as required and by mutual agreement.

In the case of this specific agreement, the expense of cleaning will be paid by the Lead School who will make its own arrangements and pay for these.

Dispute Resolution

If a dispute arises between the Host and Lead Schools they must act quickly (within fifteen working days) to resolve that dispute. If they cannot reach an agreement then both schools must refer the dispute to the Ministry who will be the final arbiter in that its decision will be binding on both schools.

Appendix A- Table of Changes

NOTE: The changes are marked in **yellow highlight** throughout the document, deletions are marked with **strikethrough**.

Location Agreement	in	Change
Notice		Explanation: Sched 6 Cl 35 of the Education Act is the same as the old section 70. It was relocated by the recent Education Act amendment.
General		Included the list of items provided by the Lead School (Owhiro Bay School), that the Lead School will be responsible for maintaining.
Cl 1.1 (c)		Removed cl 1.1 (c). Rubbish collection charges no longer an outgoing paid by Host School (Rewa Rewa School).
Cl 1.1 (g)		Removed the reference to 'cleaning maintenance'. 'Cleaning maintenance' no longer an outgoing paid by Host School.
Cl 4.1		Host School requested that they be able to claim for expenses incurred due to RTLB outgoings. This change has not been reflected, because Host School is funded for these costs through HLW funding, PMG and 5YA.
Cl 5.1 (c)(d)(e) Cl 5.6 (d)(h)(i)		<p>These clauses have been moved from Host School's obligations (cl5.6) to 'Lead School's obligations' (5.1)</p> <p>This change makes the Lead School responsible for:</p> <ul style="list-style-type: none"> - Replacing damaged lightbulbs, - Causing rubbish and garbage to be removed (in relation to the RTLB premises), - Causing trade waste to be removed. <p>The Host and Lead Schools have agreed that the Lead school will pay a proportion of the Host School's rubbish removal costs. This agreement makes the Lead School responsible for its own rubbish removal arrangements, which could be a service agreement with the Lead School, outside of this POD variation. This means that if the arrangement does not work, the Lead School is able to find a suitable alternative.</p> <p>The Host School also requested that "<i>Repairing or replacing any fixtures and fittings</i>" be changed from Host School obligation to Lead School obligation. This has not been changed because the Host School is funded to repair and replace fixtures and fittings through PMG and 5YA.</p>
Cl 5.6(k)		Changed 'agree' to 'consult' to clarify the relative responsibilities. The Host School must 'consult' with the Lead School about the capital works and maintenance needs of the premises.
Cl 7.1		Amended to include "must take all reasonable steps". The Host and Lead Schools "must take all reasonable steps to ensure" that vehicles etc. do not inhibit access or traffic flow. Formerly read "must ensure".
Annexure 2		Cost schedule generally updated.
Notes "Capital Works, Maintenance, etc."		Amended to clarify that Lead School is responsible caused by Lead School employees and/or invitees.
Notes "Payments"		<p>Added a note about this specific agreement.</p> <p>"In the case of this specific agreement, the expense of cleaning will be paid by the Lead School who will make its own arrangements and pay for these."</p>

Zack Krippner

From: 9(2)(a)
Sent: Friday, 5 August 2022 11:27 am
To: Shelley Govier
Subject: Rewa Rewa RTLB on site and Roll Growth
Attachments: Signed RTLB agreement.pdf

Kia ora Shelley,

I have attached the Agreement between Rewa Rewa School and the RTLB Pod Agreement, unfortunately I cannot see a termination clause involving roll growth.

Let me know your thoughts,

Ngā mihi nui,

9(2)(a) | Property Advisor
Te Puna Hanganga, Matihiko | Infrastructure & Digital

DDI +6444394659
Lower Hutt Office

[education.govt.nz](https://www.education.govt.nz)

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Zack Krippner

From: Carey Clark
Sent: Tuesday, 13 June 2023 2:57 pm
To: Rochelle Reuelu; Sonia Dolan; Kathryn Yorke
Subject: RE: STRG - Prioritisation for schools across the Takiwa

Thanks for following up on these Rochelle – I have made a few comments/suggestions below 😊


Carey Clark | Lead Adviser Network
Te Pae Aronui
DDI +6433787788 | Mobile 9(2)(a)

From: Rochelle Reuelu <Rochelle.Reuelu@education.govt.nz>
Sent: Tuesday, 13 June 2023 2:48 pm
To: Sonia Dolan <Sonia.Dolan@education.govt.nz>
Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; Carey Clark <Carey.Clark@education.govt.nz>
Subject: RE: STRG - Prioritisation for schools across the Takiwa

Hi Sonia,

Can we chat when you are back tomorrow. Below are a few things Carey queried me on today for the STRG B23 memo:

Out of scope



- **Rewa Rewa** – Kathryn is worried about giving them roll growth when we decided not to do newlands school near them. Do they need it or is it a case of waiting for the enrolment zone to kick in.
 - My understanding was that we were not going to provide TS. Di Drake has this on her work programme for an amendment to the scheme – reducing the over lap with Newlands School. Depending on when the changes can be implemented, I wonder if we include the school in the program as a back up option? Any change is unlikely to be implemented until T1 2024.

As you know Carey is writing the memo for the STRG currently so just trying to resolve these ones and whether they are on or off the list for B23.

Thanks
Rochelle

Rochelle Reuelu | Infrastructure Manager - Asset Planning
Te Pou Hanganga, Matihiko | Infrastructure & Digital

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Palmerston North Office

education.govt.nz

He mea tārai e mātou te mātauranga kia rangatira ai, kia mana taurite ai ōna huanga



From: Sonia Dolan <Sonia.Dolan@education.govt.nz>
Sent: Wednesday, 24 May 2023 3:22 pm
To: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; Carey Clark <Carey.Clark@education.govt.nz>; 9(2)(a) [redacted]
[redacted] Ellen Tanner <Ellen.Tanner@education.govt.nz>; Rochelle Reuelu <Rochelle.Reuelu@education.govt.nz>
Subject: RE: STRG - Prioritisation for schools across the Takiwa
Just an added reminder that the document is to be read only , or for read access and the changes are to be made within the network team only. Thank you!

Nga Mihi

Sonia Dolan | Lead Advisor Network
Te Mahau | Te Tai Runga

DDI +6444395424 | Mobile 9(2)(a) [redacted]

From: Sonia Dolan
Sent: Wednesday, 24 May 2023 2:52 pm
To: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; Carey Clark <Carey.Clark@education.govt.nz>; 9(2)(a) [redacted]
[redacted] Ellen Tanner <Ellen.Tanner@education.govt.nz>; Rochelle Reuelu <Rochelle.Reuelu@education.govt.nz>
Subject: RE: STRG - Prioritisation for schools across the Takiwa
Kia Ora Koutou
Attached is the spreadsheet for the schools that have been allocated for STRG , I have now refined the list in order of Regional rank and priority , this can be refined. I will now create a hui to discuss this further
Out of scope [redacted]

There are 11 schools that have been nominated for STRG and I have ranked them 1-11.

The password is

Out of scope [redacted]

Here is the utilisation rate for each school;

School Name	Peak Utilisation
Out of scope [redacted]	
Newlands College	97%
Out of scope [redacted]	
Rewa Rewa School	112%
Out of scope [redacted]	

Out of scope

Nga Mihi

Sonia Dolan | Lead Advisor Network
Te Mahau | Te Tai Runga

DDI +6444395424 | Mobile 9(2)(a)

From: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>

Sent: Tuesday, 23 May 2023 3:04 pm

To: Sonia Dolan <Sonia.Dolan@education.govt.nz>; Carey Clark <Carey.Clark@education.govt.nz>; 9(2)(a)

Ellen Tanner <Ellen.Tanner@education.govt.nz>

Subject: RE: STRG - Prioritisation for schools across the Takiwa

Kia ora Sonia

The excel spreadsheet is password protected, so can't open. From property, attendees are likely to be Rochelle Reuelu, 9(2)(a), Ellen Tanner for an initial catch up, then as we start preparing for delivery we'll need to loop in others/consider who is best placed and has capacity.

Thanks,

Kathryn Yorke | Infrastructure Manager
Te Pou Hanganga, Matihiko | Infrastructure & Digital

DDI +6444394627 | Mobile 9(2)(a)

From: Sonia Dolan <Sonia.Dolan@education.govt.nz>

Sent: Tuesday, 23 May 2023 2:16 pm

To: Carey Clark <Carey.Clark@education.govt.nz>; 9(2)(a)

Kathryn

Yorke <Kathryn.Yorke@education.govt.nz>

Subject: RE: STRG - Prioritisation for schools across the Takiwa

Ive added a new school so a total of 11

Nga Mihi

Sonia Dolan | Lead Advisor Network
Te Mahau | Te Tai Runga

DDI +6444395424 | Mobile 9(2)(a)

From: Sonia Dolan

Sent: Tuesday, 23 May 2023 1:14 pm

To: Carey Clark <Carey.Clark@education.govt.nz>; 9(2)(a)

Kathryn

Yorke <Kathryn.Yorke@education.govt.nz>

Subject: STRG - Prioritisation for schools across the Takiwa

Kia Ora Koutou

There are 10 schools that have been nominated for STRG and I have ranked them 1-10 .

Attached is the spreadsheet for the schools that have been allocated for STRG , I have now refined the list in order of Regional rank and priority , this can be refined. I will now create a hui to discuss this further

Property – Can you please advise me who should be in this hui please? I will organise this hui for early June

[LTO Investment Forecast - New Schools Expansions - Roll Growth.xlsm](#)

Nga Mihi

Sonia Dolan | Lead Advisor Network
Te Mahau | Te Tai Runga

DDI +6444395424 | Mobile 9(2)(a) [REDACTED]
Lower Hutt Office

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Te Mahau

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Zack Krippner

From: Diloka Perera
Sent: Tuesday, 27 June 2023 5:35 pm
To: Kathryn Yorke
Subject: FW: Cancelling an RTLB POD variation
Attachments: RTLB POD Variation - Rewa Rewa School (Host) & Bellevue School (Empl).pdf

Hi Kathryn,

The purpose of this agreement is to vary the Host school POD to allow RTLB to occupy the Host School premises.

POD Variations usually don't specify a term/ expiry date and they can only be cancelled by another formal variation (New POD Variation with the new host school). Therefore, the Host School don't have to (and they don't have the right to) serve notice on the RTLB

e.g: The new POD Variation (once RTLB relocate to another school site) will supersede RTLB's previous POD Variation.

However, as you've outlined, it is important to find an alternative location for the RTLB (we cannot just ask them to vacate the site)

Hope this helps!

Cheers,

Diloka Perera | Advisor - Ownership and Occupancy
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6478587154

From: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>
Sent: Tuesday, 27 June 2023 12:44 pm
To: Leasing <Leasing@education.govt.nz>
Subject: Cancelling an RTLB POD variation

Kia ora

We have a developing issue at Rewa Rewa School. The school has an enrolment scheme in place, but the roll is continuing to grow. I attended a meeting last night with this Principal (and some of her board rep's), and others from the Newlands Cluster of schools – at the meeting, the potential need to reduce Rewa Rewa's enrolment scheme was discussed by the Network team – Rewa Rewa School have pushed back on this (with support from other schools in the cluster), and are requesting that the Ministry consider rescinding the pod variation for the RTLB's who occupy 4 of their teaching spaces, I presume under this clause –

Formal Notice

As the heading of this section indicates, this is a formal notice where Education notifies the Host School that the Lead School's RTLB can only remain on the former's site. Both schools are not required to sign the tenancy agreement as there is no termination date.

A base for RTLB recognises an enduring relationship between two schools irrespective of successive Boards of Trustees and principals. For this tenancy agreement can only be rescinded by another formal variation.

There is a need for a wider discussion on this issue with Te Mahu and others, including the RTLB cluster. But what I'd like to know before we progress is –

1. Can we rescind the agreement?
2. Are there any rules/requirements for the grounds on which we would do this?
3. How does the process work?

Obviously we'd need to find an alternative location for the RTLB cluster, and work with them in good faith on this – note: this is an information gathering exercise only at this point.

If you need any further detail to be able to respond, please let me know.

Ngā Mihi

Kathryn Yorke | Infrastructure Manager
Te Pou Hanganga, Matihiko | Infrastructure & Digital

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Lower Hutt Office

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te Mātaura**
MINISTRY OF EDUCATION

Zack Krippner

From: Kathryn Yorke
Sent: Monday, 10 July 2023 8:09 pm
To: Maneesha Cumaranasinghe; 9(2)(a)
Cc: Marian Medina; Bernard Chapman
Subject: RE: RTLB's & Property Initiatives Capital

Kia ora All

I don't have full detail yet and it would be awhile before we'd be ready to make a formal submission – we're in the early stages of scoping options with Te Mahau to resolve space pressure at Rewa Rewa School, one option in the mix is relocating the RTLB (hence the enquiry on availability of funding for this purpose).

The roll of Rewa Rewa School has grown, and there is limited useable area available for the development of additional teaching spaces at the school (the site is terraced with difficult access), however, there are 4 existing teaching spaces onsite occupied by RTLB. If (following full network analysis), its determined that the RTLB space is required to be returned to teaching space, we'll need to find an alternative host school for RTLB.

These types of projects in the past have taken some time to deliver, as host school negotiations can often be protracted – if relocating the RTLB's is elected as the preferred option, it might be that seed funding this financial year is the way to go, with construction funding the following year.

Does that help to form a view? I'm on leave tomorrow and Wednesday, but happy to discuss further on Thursday or Monday next week if useful.

Thanks,

Kathryn Yorke | Infrastructure Manager
Te Pou Hanganga, Matihiko | Infrastructure & Digital
DDI +6444394627 | Mobile 9(2)(a)

From: Maneesha Cumaranasinghe <Maneesha.Cumaranasinghe@education.govt.nz>
Sent: Monday, 10 July 2023 3:48 pm
To: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; 9(2)(a)
Cc: Marian Medina <Marian.Medina@education.govt.nz>; Bernard Chapman <Bernard.Chapman@education.govt.nz>
Subject: FW: RTLB's & Property Initiatives Capital

Hi all,

The 23/24 financial year has a budget of \$4m.
See Bernard's email below around how this gets allocated.
It'll be good to see more of the detail to make a more informed decision around funding source to be used.

Ngā mihi,

Maneesha Cumaranasinghe | Manager, Capital Investment
Te Puna Rangatōpū | Corporate
DDI +6444638863 | Mobile 9(2)(a)

From: Bernard Chapman <Bernard.Chapman@education.govt.nz>
Sent: Monday, 10 July 2023 10:09 am
To: Maneesha Cumarasinghe <Maneesha.Cumarasinghe@education.govt.nz>
Subject: RE: RTLB's & Property Initiatives Capital

The PI budget is on a first come, first served basis due to the nature of the requests [like this] so given we're at the start of the year, we could put this through. Would just need to go through the usual funding sub process when they have more firm costs [and if 9(2)(a) agrees with this approach]. Not sure if the option is for Rewa Rewa to request RG funding if it makes sense for the RTLBs to remain on site – this just looks to be from the host school's perspective.

Cheers,

Bernard Chapman | Senior Project Accountant
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444638737

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From: Maneesha Cumarasinghe <Maneesha.Cumarasinghe@education.govt.nz>
Sent: Monday, 10 July 2023 9:47 am
To: Bernard Chapman <Bernard.Chapman@education.govt.nz>
Subject: FW: RTLB's & Property Initiatives Capital
Importance: High

See email below: thoughts?

Ngā mihi,

Maneesha Cumarasinghe | Manager, Capital Investment
Te Puna Rangatōpū | Corporate
DDI +6444638863 | Mobile 9(2)(a)

From: Marian Medina <Marian.Medina@education.govt.nz>
Sent: Monday, 10 July 2023 9:28 am
To: Maneesha Cumarasinghe <Maneesha.Cumarasinghe@education.govt.nz>
Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; 9(2)(a)
Subject: FW: RTLB's & Property Initiatives Capital

Good Morning Maneesha,

How is the PI Capital budget for 23/24?

Asking on behalf of Kathryn as she has indicated she may need about \$1m.

Ngā mihi

Marian Medina | Finance Manager (Acting)
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444637924

From: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>

Sent: Monday, 10 July 2023 9:13 am

To: Marian Medina <Marian.Medina@education.govt.nz>; 9(2)(a) >

Subject: FW: RTLB's & Property Initiatives Capital

Kia ora Marian

I have a meeting at the school this query relates to next week (Tuesday 18th) – I'm keen to understand the viability of the below as soon as possible, as it will impact on the options we can present to the school.

Thanks,

Kathryn Yorke | Infrastructure Manager
Te Pou Hanganga, Matihiko | Infrastructure & Digital
DDI +6444394627 | Mobile 9(2)(a)

From: 9(2)(a)

Sent: Friday, 30 June 2023 2:19 pm

To: Marian Medina <Marian.Medina@education.govt.nz>

Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>

Subject: FW: RTLB's & Property Initiatives Capital

Hi Marian,

Will we have enough money to accommodate this next financial year? Circa \$1M required.

Thanks 9(2)(a)

9(2)(a) | General Manager - Asset Management
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444638795 | Mobile 9(2)(a)

From: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>

Sent: Tuesday, 27 June 2023 12:52 pm

To: 9(2)(a)

Subject: RTLB's & Property Initiatives Capital

Kia ora 9(2)(a)

Please see email below. Gathering information to inform a discussion with Te Mahau on the RTLB Cluster hosted at Rewa Rewa School.

Do you know what your Property Initiatives budget is for the new financial year yet? Would you be open to considering a funding application to relocate the RTLB's from Rewa Rewa so another host school? We established them at Rewa Rewa 4.5 years ago, assuming they still need the same amount of space (4 TS equivalent), I'm picking it could cost up to \$1M. Happy to discuss, if you'd like.

Property Initiatives	
Funding Programme	Property Initiatives (Cost Centre: PI_CAPITAL)
Policy	<p>Property Initiatives is discretionary funding. This funding is generally applied to</p> <ul style="list-style-type: none">• Capital renewal of legitimate space for newly established services, where<ul style="list-style-type: none">• Resource Teachers Learning and Behaviour (RTLB),• Social Workers in Schools (SWIS)• Reading Recovery Training Centre• Teen Parent Units (TPUs) and associated early learning services. <p>It may also be used to:</p> <ul style="list-style-type: none">• Refurbish a building to accommodate a Regional Health School• Refurbish a space to be used by Specialist Outreach Teachers• Undertake essential fit out works, such as reconfiguration, to existing accommodation to meet growth needs if this is not funded under RG_CAPITAL funding• Undertake essential capital replacement or upgrades to core housing (in <p>Potential use of this funding programme should be discussed with the GMAM.</p>

Kathryn Yorke | Infrastructure Manager
Te Pou Hanganga, Matihiko | Infrastructure & Digital
DDI +6444394627 | Mobile 9(2)(a)

From: Kathryn Yorke
Sent: Tuesday, 27 June 2023 12:44 pm
To: Leasing <Leasing@education.govt.nz>
Subject: Cancelling an RTLB POD variation

Kia ora

We have a developing issue at Rewa Rewa School. The school has an enrolment scheme in place, but the roll is continuing to grow. I attended a meeting last night with this Principal (and some of her board rep's), and others from the Newlands Cluster of schools – at the meeting, the potential need to reduce Rewa Rewa's enrolment scheme was discussed by the Network team – Rewa Rewa School have pushed back on this (with support from other schools in the cluster), and are requesting that the Ministry consider rescinding the pod variation for the RTLB's who occupy 4 of their teaching spaces, I presume under this clause –

Formal Notice

As the heading of this section indicates, this is a formal notice whereby the Ministry of Education notifies the Host School that the Lead School's RTLB can only remain on the former's site. Both schools are not required to sign the tenancy agreement as there is no termination date.

A base for RTLB recognises an enduring relationship between two schools, irrespective of successive Boards of Trustees and principals. For this reason, the tenancy agreement can only be rescinded by another formal variation.

There is a need for a wider discussion on this issue with Te Mahu and others, including the RTLB cluster. But what I'd like to know before we progress is –

1. Can we rescind the agreement?
2. Are there any rules/requirements for the grounds on which we would do this?
3. How does the process work?

Obviously we'd need to find an alternative location for the RTLB cluster, and work with them in good faith on this – note: this is an information gathering exercise only at this point.

If you need any further detail to be able to respond, please let me know.

Ngā Mihi

Kathryn Yorke | Infrastructure Manager
Te Pou Hanganga, Matihiko | Infrastructure & Digital

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Zack Krippner

From: Ellen Tanner
Sent: Friday, 18 August 2023 5:26 pm
To: Kathryn Yorke
Subject: RE: Rewa Rewa School, RTLB & discussions with Kate

Thanks Kathryn.

Its good to know that the idea has at least been floated with the RTLB's.

I will connect with Kate.

Ellen Tanner | Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444395434

From: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>
Sent: Friday, 18 August 2023 5:06 pm
To: Ellen Tanner <Ellen.Tanner@education.govt.nz>
Subject: Rewa Rewa School, RTLB & discussions with Kate

Kia ora Ellen

As briefly mentioned yesterday, it would be great if you could please pick up Rewa Rewa School and conversations with Kate and RTLB. As a starter, below is the chat exchange I've had with Kate today – it would be good for us to understand what the RTLB's property entitlement looks like now based on current staffing (across both their locations), plus to see if we can help with negotiations on a solution to relinquish the room with the lundia in it (which I'm hoping we could fund from PI capital) as a first step to relieve some space pressure.

I was talking to 9(2)(a) today – he was the PM for Rewa Rewa when the RTLB's were established there, sounds like there might not be carpet under the lundia system (which I didn't know when I was chatting with Kate).

I'll also copy you in on the response to Naomi (board rep from Rewa Rewa), and attached is an email exchange Kate had had with 9(2)(a) from the RTLB service following our meeting with the school. In this email, you'll see 9(2)(a) has copied in Sarah Taylor from National Office – Sarah looks after all the integrated schools from a property perspective, but I believe holds the national relationship with RTLB from a property perspective so we probably need to keep her up-to-date on discussions.

Wednesday

Kate Aldworth Wednesday 4:36 pm



Tēnā koe stranger! Had a chat to Roy today about the RTLB space situation at F to approach Jason and Lianne (lead school principal and cluster manager) to as where all the lundias are. Are you happy for me to proceed with this conversat the lundias and returning the space back into a classroom?

Today

Hi Kate, apologies for the delayed response - I'm going to get School now that we've got a new Property Advisor on board. I employed so we can review their existing space allocation across preferable to relocate the lundia to Titahi Bay if the long term who will cover cost to relocate the lundia, we (property) could that out once we've got an agreed position. I'm hoping the sc perhaps removing/disconnect zip hot water system over the si reach out to you - might be useful for her to join you for the R

P.S. I see Naomi has emailed yesterday about the classrooms term roll growth programme, so we can now confirm to the sc got a few things to work through (solution and programme) b

Thanks,

Kathryn Yorke | Regional Infrastructure Manager
Te Pou Hanganga, Matihiko | Infrastructure & Digital

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Zack Krippner

From: Kathryn Yorke
Sent: Monday, 21 August 2023 9:23 pm
To: Naomi Godfrey; Kate Aldworth; Ellen Tanner
Subject: RE: Rewa Rewa School

Kia ora Naomi

Thank you for your email.

Mid-last week we received confirmation that Rewa Rewa School has been allocated two short-term roll growth teaching spaces in the 2023 programme. We are now progressing documentation to begin placing draft orders with the supplier, so that we can get them out to schools in the 2023 programme to assess site specific requirements (placement/foundation solutions) and logistics. We don't yet have a timeframe for when the supplier will be able to come to site, but plan to have more information to share with you on this within the next few weeks.

We're also planning a meeting with RTLB to discuss their spaces, in particular, the room that currently houses the lundia. Ellen Tanner (Infrastructure Manager) from my team will working with Kate on this.

In the meantime, if you'd like some support with an update/message for your community on the teaching space allocation, please let me know and I can this.

Thanks,

Kathryn Yorke | Regional Infrastructure Manager
Te Pou Hanganga, Matihiko | Infrastructure & Digital
DDI +6444394627 | Mobile 9(2)(a)

From: Naomi Godfrey <naomi.godfrey@rewarewa.school.nz>
Sent: Thursday, 17 August 2023 12:16 pm
To: Kate Aldworth <Kate.Aldworth@education.govt.nz>; Kathryn Yorke <Kathryn.Yorke@education.govt.nz>
Subject: Rewa Rewa School

You don't often get email from naomi.godfrey@rewarewa.school.nz. [Learn why this is important](#)

Good Afternoon Kate and Kathryn

I was wondering if there was any updates in regards to the Learning Spaces at Rewa Rewa School.

Our parent community is starting to get rather vocal on this, and it would be nice to be able to keep them somewhat informed.

Kind Regards
Naomi

Zack Krippner

From: Ellen Tanner
Sent: Tuesday, 5 September 2023 4:37 pm
To: Naomi Godfey
Cc: Kathryn Yorke; Kate Aldworth
Subject: Rewa Rewa School

Kia ora Naomi,

Thank you for your email concerning the teaching spaces and enrolment zone at Rewa Rewa School that was sent to Kathryn Yorke and Kate Aldworth on the 30th August following your meeting on the 18th July.

Over the past few months we have had some changes within our Asset Management team. I am currently the Property Advisor for Rewa Rewa but have recently moved to the Infrastructure Manager role (Kathryn's previous role) and Kathryn is now overseeing our region in her new role as Regional Infrastructure Manager. We have recently welcomed a new Property Advisor to our team, Katy Flintoff who I am working with and will introduce to the school shortly. Kathryn has asked me to respond to your email.

I have provided comment below in response to your queries.

Learning Spaces

- What is the Ministry's intention regarding a return of all the school's existing learning spaces to the school? [As discussed at the July board meeting, we have no automatic right of termination on the RTLB occupancy. To terminate the agreement, we need to agree an alternative with RTLB by negotiation. We have instigated this process and the RTLB have been open to consideration of options.](#)
- Is the provision of immediate short-term teaching spaces intended to allow time for the RTLB to relocate to another site? If so, what is the intended timeframe for this? [We are currently exploring options/scenarios so we are unable to give timeframe/certainty yet. The scenarios under consideration are generally summarised as:](#)
 1. [2x additional teaching spaces provided + the RTLB will remain status quo;](#)
 2. [2x additional teaching spaces provided and MoE will continue to negotiate with RTLB on a longer-term exit from Rewa Rewa School then eventual removal of 2x teaching spaces;](#)
 3. [If an RTLB alternative can be agreed quickly, MoE would not provide the 2x additional teaching spaces and return the RTLB space to school use.](#)
- Is the thinking behind "opening a discussion with the RTLB about the classroom that currently houses their lundia/meeting room" that this space be returned to the school? If so, what is the timeframe for availability? [By negotiation, we have met with RTLB but haven't reached an agreement yet – RTLB are open to exploring alternatives. We are identifying potential host locations to table with RTLB.](#)
- What timeframe has the MoE allowed for the process of consultation between the school and its community? [If we proceed with the 2x additional teaching spaces, these are a standard Ministry product, and we would work with the school/board to agree a location onsite.](#)

School Zone

- [Can the Ministry please confirm whether Rewa Rewa School's current enrolment zone will remain unchanged? A decision from our Networks team has not been made yet.](#)

Short-term Teaching Spaces

We have some questions about the installation of two short-term classroom spaces.

- What is the expected timeframe for the installation of the two short-term teaching spaces? **We anticipate a 6–9-month period.**
- Are there potential issues which could impact the offer of short-term teaching spaces, causing it to be withdrawn? i.e. in our meeting you alluded to issues with bringing prefabricated building onsite. **If we can relocate RTLB ahead of installing the classrooms. We anticipate the delivery to your site could be complex, but we have a product that is manufactured offsite and delivered in sections which is likely to be the best option.**
- What do short-term teaching spaces look like? Are they supplied with fixtures and fittings, such as cupboards, whiteboards and heaters? What is their intended student capacity? **The short-term teaching space programme has three delivery options**
 1. Refurbished relocatable redeployed from another school site;
 2. A Portacom type classroom (these aren't preferred but can be delivered in a shorter time frame);
 3. An offsite manufactured building. The offsite manufactured building product is similar to what has been provided at Newlands Intermediate (situated alongside the driveway), but due to the shorter intended timeframe for occupancy, it has less extensive decking/canopy structures and no plumbing connections. The size of the spaces is approximately 65-70sqm per teaching space, depending on the delivery option, and it will function as a standard teaching space. A furniture and equipment grant will be provided to your school to purchase furniture for classrooms.
- What criteria would the MoE use when deciding to remove these buildings from the school site? How much notice would be given? **Space will be removed when no longer required by student roll, the Ministry will enter into a short-term occupancy agreement with the Board for the teaching spaces. This period is likely to be for a 5 year term (unless RTLB relocation is negotiated).**

Thank you for your cooperation in this process. We will keep you informed as we progress our negotiations with the RTLB and also the development of the short term classroom options.

Kind regards,
Ellen

Ellen Tanner | Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444395434 | Mobile 9(2)(a) [REDACTED]
Lower Hutt Office

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Zack Krippner

From: Naomi Godfrey <naomi.godfrey@rewarewa.school.nz>
Sent: Wednesday, 20 September 2023 6:52 pm
To: Ellen Tanner
Cc: Kate Aldworth; Kathryn Yorke
Subject: Rewa Rewa School - Learning Spaces
Attachments: MOE Letter from RRS 20.9.23.docx

Dear Ellen

Please find attached a letter from Rewa Rewa school board.

Kind regards
Naomi Godfrey (Presiding Member)

Released under the Official Information Act 1982

Rewa Rewa School
18 Padnell Crescent
Newlands
20 September 2023



Dear Ellen

Thank you for your response to the questions from Rewa Rewa school board with regard to our current property crisis i.e. a shortage of learning and teaching spaces.

We note that in your response you are actively exploring two options: either relocating the RTLB (option one), or, installing short-term relocatable classrooms (option two). After considering the information and answers you have provided, our Board would like to reiterate to the Ministry that it is the strong preference of our school community that option one is chosen i.e. relocation of the RTLB.

Our reasons include:

1. Reclaiming our property will provide an immediate short term, and long term, solution towards a better quality learning environment for our tamariki than relocatables.
2. Refitting the existing permanent classroom buildings would mean a faster timeframe could be met rather than the indicated timeline for the relocatables. We need these spaces available by term 1, 2024.
3. Upgrading the RTLB spaces so they are fit for purpose would be far more cost effective than the purchase of relocatables being placed onto the school site, and then later removed.
4. We are concerned that installing relocatables will mean that we will lose our only lower green area / outdoor play space for tamariki.
5. Using existing classroom space is a more environmentally friendly solution compared to building temporary relocatables.

Our preferred solution is to relocate the RTLB service as soon as possible so that our tamariki have access to the purpose-built learning spaces already on site i.e. from the beginning of next year. If this is not possible in so short a time, we would return to the proposal discussed in our meeting of [11 July 2023] of at least taking over the RTLB meeting room (in the main block) as a teaching space from the beginning of next year, as a temporary measure, until the RTLB as a whole can be relocated. This room would of course need to be made fit for purpose.

We do not support the proposal to use relocatables. In our minds these should only be used where there are no other purpose-built learning spaces available - this is not the case here. Moreover, the time frames you have indicated mean they are highly unlikely to be available by the beginning of term 1 2024. Even if everything goes according to plan, the earliest date you are looking at is 6 – 9 mths into 2024.

Timelines remain a top priority for us as our current state is becoming increasingly untenable. The learning space we have available for use, at this point in time, is designated as suitable for 125 students. With our current roll of 174 students, we are using spaces such as the hall, staffroom and walkway which is impacting on our teaching and learning as well as student and teacher wellbeing.

Based on our current 2024 February enrolments, unless we have access to at least 2 more classrooms by the start of term 1 we will need to continue to use sub-optimal spaces. Our new 2024 staffing entitlement enables us to have 7 classroom teachers to decrease the size of our classes but, with only 5 classrooms + 1 hall available, we are unable to employ a 7th teacher for this purpose.

From our end, this matter is becoming extremely urgent. In view of the above, can you please acknowledge receipt of this letter and let us know how your discussions with the RTLB are proceeding as soon as possible.

Ngā mihi nui

Naomi Godfrey (Presiding Member)

David Nowak, Miranda Zander, Jared Simons, Tanya Radford (Board Members)

Jan Otene (Principal) Ian Svela (Staff Rep)

Zack Krippner

From: Ellen Tanner
Sent: Wednesday, 11 October 2023 8:07 am
To: Naomi Godfey
Cc: Kate Aldworth
Subject: Response to BoT Letter
Attachments: Rewa Rewa School_letter response to BoT_Oct2023.pdf

Tēnā koe Naomi,

Thank you for your letter on behalf of the Rewa Rewa School community regarding teaching spaces. Please find our response attached.

Ngā mihi,
Ellen

Ellen Tanner | Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444395434 | Mobile 9(2)(a) [REDACTED]
Lower Hutt Office

[education.govt.nz](https://www.education.govt.nz)

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6/10/2023

Naomi Godfrey
Rewa Rewa School
18 Padnell Crescent,
Newlands,
Wellington 6037

Tēnā koe Naomi,

Re: Rewa Rewa School – Learning Spaces

Thank you for your letter dated 20th September 2023. We acknowledge the comments made on behalf of the Rewa Rewa School community. In particular, the ongoing pressure on space due to roll numbers and the stated preference to occupy the spaces within the school currently occupied by RTLB rather than have modular classrooms added to the school site.

The RTLB occupy their accommodation under a POD Variation. This means they have ongoing occupancy rights to this space. It is at their discretion to vacate. However, there is the opportunity to alter or end the occupancy agreement by negotiation. As we have previously shared, we have approached RTLB about vacating all or part of their accommodation. They have been open to this, and we have canvassed the network for potential options.

This work is currently focussed on what the location and future configuration of the cluster could look like. We are yet to reach an agreement on an alternative location for the RTLB. On the basis we can achieve this, the next part of the process would require identifying what modifications/alterations may be needed for the potential new accommodation to enable the RTLB to occupy the space. Funding would need to be obtained and then building work completed.

As outlined above, there are many parts of the process to work through and the outcome Rewa Rewa School community has indicated they prefer is not guaranteed. It is also very difficult to say how long the process would take.

We currently have a building solution for Rewa Rewa School of two new Offsite Manufactured Build (OMB) teaching spaces. These buildings are used for both short and long term occupancy and are built to the same standards as an MoE permanent-only solution. If the Rewa Rewa BoT and Community was accepting of this option, we would expect to be able to have these on-site and functional as teaching spaces during Term 2 2024.

Whilst this option is not the school's preferred option, it is likely to provide additional teaching spaces sooner than if we pursue the potential relocation of the RTLB.



We get very positive feedback from schools with the latest OMB teaching spaces; they find them to be functional and enjoyable spaces to occupy. I would be happy to take you for a visit to the factory in Lower Hutt where the OMBs are produced to view a completed two-teaching space building. Alternatively, I can arrange for a visit to a school with similar buildings.

We do take on board the concerns raised in your letter and are keen to confirm a path forward to resolve the additional teaching space requirements at Rewa Rewa School.

Please let me know if I can provide any further information.

I look forward to hearing from you.

Ngā mihi,



Ellen Tanner
Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444395434 | Mobile 9(2)(a) [REDACTED]
ellen.tanner@education.govt.nz

Released under the Official Information Act 1982

Zack Krippner

From: Ellen Tanner
Sent: Friday, 27 October 2023 5:50 pm
To: Naomi Godfrey
Cc: Kate Aldworth
Subject: RE: Response to BoT Letter

Kia ora Naomi,

I hope you are keeping well.

I am following up on our correspondence from earlier in the month. We have continued to identify and work through potential alternative accommodation solutions for the RTLB. At this stage, we cannot identify a site that could accommodate them in a single location so are now looking at alternative configurations.

We are interested to know if the BoT have had any further consideration of the modular teaching spaces for Rewa Rewa School? Given the uncertainty associated with the timing of the potential RTLB relocation, our suggestion would be for us to continue to pursue the RTLB relocation whilst also commencing preliminary investigative works for the modular teaching spaces. These works are likely to be limited to Geotech works to provide information on ground conditions and inform the site location.

Please let me know if I can provide any further information.

Ngā mihi,

Ellen Tanner | Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444395434

From: Ellen Tanner
Sent: Thursday, 12 October 2023 12:11 pm
To: Naomi Godfrey <naomi.godfrey@rewarewa.school.nz>
Cc: Kate Aldworth <Kate.Aldworth@education.govt.nz>
Subject: RE: Response to BoT Letter

Kia ora Naomi,

Thanks for your email and query.

For the Ministry to rescind the tenancy agreement, we need to find appropriate alternative accommodation for the RTLB within the network. This is what we are currently negotiating and working through.

I hope that provides clarification.

Kind regards,
Ellen

Ellen Tanner | Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444395434

From: Naomi Godfrey <naomi.godfrey@rewarewa.school.nz>
Sent: Wednesday, 11 October 2023 1:06 pm
To: Ellen Tanner <Ellen.Tanner@education.govt.nz>
Cc: Kate Aldworth <Kate.Aldworth@education.govt.nz>
Subject: Re: Response to BoT Letter

Dear Ellen

Thank you for your detailed letter responding to the communication that our board sent to the ministry at the end of last term. I will forward your response to our board for them to consider.

In the meantime, with regard to paragraph 2 of your letter i.e.

"The RTLB occupy their accommodation under a POD Variation. This means they have ongoing occupancy rights to this space. It is at their discretion to vacate. However, there is the opportunity to alter or end the occupancy agreement by negotiation. As we have previously shared, we have approached RTLB about vacating all or part of their accommodation. They have been open to this, and we have canvassed the network for potential options."

I wish to draw your attention to the wording in the Host School contract which states:

Formal Notice

"A base for RTLB recognises an enduring relationship between two schools on one site irrespective of successive Boards of Trustees and principals. For this reason **the tenancy agreement can only be rescinded by another formal variation which is an action that only the Ministry can take**".

This formal notice states that it is **the ministry who makes the call** about rescinding the agreement, not the RTLB using their discretion to do so. To rescind this agreement means that the ministry can revoke, cancel or repeal (a law, order or agreement).

I would appreciate an urgent response to this query so that our board has this information when they undertake their consideration of your letter.

Thank you.

Kind Regards
Naomi Godfrey

On Wed, 11 Oct 2023 at 08:07, Ellen Tanner <Ellen.Tanner@education.govt.nz> wrote:

Tēnā koe Naomi,

Thank you for your letter on behalf of the Rewa Rewa School community regarding teaching spaces. Please find our response attached.

Ngā mihi,

Ellen

Ellen Tanner | Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital

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Lower Hutt Office

education.govt.nz

He mea tārai e mātou te mātauranga kia rangatira ai, kia mana taurite ai ōna huanga
We shape an education system that delivers equitable and excellent outcomes

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Zack Krippner

From: Ellen Tanner
Sent: Monday, 6 November 2023 9:56 pm
To: Kate Aldworth
Subject: FW: Rewa Rewa School - Response
Attachments: 031123 Letter of Response to MOE (1).pdf

Kia ora Kate,

I received this email from Rewa Rewa BoT over the weekend.

I have let my Capital Works colleague know so he can make a start on the site investigations.

They seem to want to continue this process through written comms but it might be better for us to meet in person. Do you have availability later this week, early next?

Ellen Tanner | Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444395434

From: Naomi Godfrey <naomi.godfrey@rewarewa.school.nz>
Sent: Friday, 3 November 2023 9:29 pm
To: Ellen Tanner <Ellen.Tanner@education.govt.nz>
Subject: Rewa Rewa School - Response

Hi Ellen

Please find attached our response on behalf of Rewa Rewa School BOT.

Ngā mihi,
Naomi Godfrey

Rewa Rewa School

18 Padnell Crescent
Newlands
WELLINGTON 6037



03 November 2023

Ellen Tanner
Infrastructure Manager, MOE

Dear Ellen,

Thank you for your letter of 06/10/23. As previously stated, our goal as a Board is to ensure that our children, staff and whanau have access to purpose-built classrooms and other learning spaces on our school site, so that we can provide the best quality education. Thank you for your efforts to date, we appreciate your assistance towards achieving this goal. In response to your letter and emails, please see our comments below:

1 ***RTL B Meeting/Storeroom***

The possibility of utilising the mostly unused RTL B storeroom as a classroom was discussed in our letter of 20/09/23 and prior to that, in our meeting with Kate Aldworth and Kathryn Yorke. This option would quickly enable us to have 1 additional classroom space, as from the start of term 1 2024. Please advise if this space could be returned to the school by the start of 2024.

We would appreciate an answer to this question by **25 November 2023**, in order to allow us to plan our staffing and classes for term 1.

We expect to begin 2024 with 156 students, 31 students above the 125 our current teaching spaces are designed to accommodate, according to Ministry calculations. It further needs to be noted that our current roll allows us 7 full-time teachers from the beginning of 2024, but there are not enough classroom spaces for these teachers. This illustrates the urgency for more teaching space, as from term 1.

2 ***Progress of Discussions with RTL B.***

We appreciate that there are issues with moving the RTL B. However, we maintain that returning the buildings to learning spaces is the best option for our children, staff and whanau, for reasons already outlined and further discussed below. We trust that the Ministry's discussions and investigations into moving the RTL B will continue at pace. The board would like to receive a written summary at the end of each month detailing what discussions have been had and the steps that have actively been taken to investigate alternative sites.

We understand that a POD variation is a negotiation between the RTL B, Host School and Lead School. While we do not see the need to take an active role at this time, we believe that we should be kept fully informed.

Rewa Rewa School

18 Padnell Crescent

Newlands

WELLINGTON 6037

3 ***Modular Classrooms as a Solution to Our Roll Growth.***

We have significant doubts and concerns about the placement of modular classrooms on our school site. These include:

- That modular classrooms will, at best, give us two extra classrooms. Our current roll growth indicates that we will quickly outgrow this space. Thus, modular classrooms could only ever be a temporary solution whilst waiting to regain our existing 3-4 classrooms currently occupied by the RTLB service on our school site.
- That modular classrooms will not come with indoor plumbing. The Board is concerned that our existing art sinks and toilets/bathrooms will be too far away from these buildings, particularly in winter.
- That modular classrooms will deprive our children of the only green space on the lower level of our school site. This is a field which is in high use every day.
- How realistic the timeframe is, for modular classrooms to be in place by term 2 2024. We are aware that other schools in our area are still waiting, after a number of years, for modular classrooms to arrive *after* planning consent was given.

4 ***Preliminary Investigations as to the Suitability of Our Site for Modular Classrooms.***

Notwithstanding the above, we appreciate that the Ministry wants to investigate modular classrooms as a possible solution. It is our understanding that you are as yet unsure of the feasibility of these solutions for our site. We agree to preliminary investigations being undertaken, e.g. geotechnical surveys, to ascertain feasibility. We would be keen for this to begin before the end of 2023. In doing so, we would also appreciate knowing if there are alternatives to utilising the green space on the lower level.

We look forward to hearing from you, especially in relation to Item 1 above.

If you wish to discuss any aspect of this letter or think a meeting in person with the board would be beneficial, please contact the undersigned.

Yours sincerely,

Naomi Godfrey
Presiding Member

naomi.godfrey@rewarewa.school.nz

Jan Otene
Principal

principal@rewarewa.school.nz

on behalf of the Rewa Rewa School Board

Zack Krippner

From: Ellen Tanner
Sent: Tuesday, 5 December 2023 11:37 am
To: Kate Aldworth
Subject: RE: Learning spaces at Rewa rewa school

Out of scope

Both Katy and I are working from Gilmer today but will check in with him to see if he'd like to be more across the background and timeframes associated with the STRG modulars.

Ellen Tanner | Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444395434

From: Kate Aldworth <Kate.Aldworth@education.govt.nz>
Sent: Tuesday, 5 December 2023 11:30 am
To: Ellen Tanner <Ellen.Tanner@education.govt.nz>
Subject: RE: Learning spaces at Rewa rewa school

Out of scope

Kate Aldworth | Manager Integrated Services | Wellington North - Tawa - Porirua
Te Mahau | Te Tai Runga
DDI +6444634820 | Mobile 9(2)(a)
Lower Hutt Office

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From: Ellen Tanner <Ellen.Tanner@education.govt.nz>
Sent: Tuesday, 5 December 2023 11:28 am
To: Kate Aldworth <Kate.Aldworth@education.govt.nz>
Subject: FW: Learning spaces at Rewa rewa school

Hi Kate – not sure if Jay shared this with you.

Out of scope

Ellen Tanner | Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6444395434

From: Katy Flintoff <Katy.Flintoff@education.govt.nz>
Sent: Tuesday, 5 December 2023 9:07 am
To: Jay Barr <Jay.Barr@education.govt.nz>; Ellen Tanner <Ellen.Tanner@education.govt.nz>
Subject: RE: Learning spaces at Rewa rewa school

Kia ora Jay,

Ellen may have more she would like to add to this as she has been working closely with the school and looking for spaces for the RTLB to move to.

As you may be aware – the RTLB agreement to use the space does not allow for the Ministry to move them without their agreement.

There is funding from budget 23 allocated to Rewa Rewa School for 2 short term roll growth spaces to alleviate the crowding whilst we find a permanent solution for the RTLB hub.

I believe Rewa Rewa have only recently been open to receiving these spaces, so we have visited the school with the building provider in November and are now working through the logistics to have these on site as soon as possible – we were given a tentative date of May 2024 but we are waiting for that to be firmed up so would not want that date to be released.

Thanks

Katy Flintoff | Property Advisor
Te Puna Hanganga, Matihiko | Infrastructure & Digital
DDI +6463496320 | Mobile 9(2)(a)

From: Jay Barr <Jay.Barr@education.govt.nz>
Sent: Tuesday, 5 December 2023 8:28 am
To: Katy Flintoff <Katy.Flintoff@education.govt.nz>
Subject: FW: Learning spaces at Rewa rewa school

Hi Katy,

I intend to reply to this email but just wanted to check: have they been offered relocatables? Are there spare classrooms in nearby schools?

Thanks

Jay Barr | Senior Adviser
Te Mahau | Te Tai Runga
DDI +6448160081 | Mobile 9(2)(a)

From: 9(2)(a)
Sent: Tuesday, 5 December 2023 7:58 am
To: Jay Barr <Jay.Barr@education.govt.nz>; Jan Otene <jan.otene@rewarewa.school.nz>
Cc: Joanna Dunn <Joanna.Dunn@education.govt.nz>
Subject: Learning spaces at Rewa rewa school

Out of scope

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We're conducting a survey and your input would be appreciated. Click the button below to start the survey.
Thank you for your participation!

Begin
Survey

Please do not forward this email as its survey link is unique to you.
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Zack Krippner

From: Alana McCorry
Sent: Sunday, 10 December 2023 9:09 pm
To: Kate Aldworth
Subject: RE: Rewa Rewa School Meeting

Thanks Kate

Interesting comments from network in these emails about not having capacity to help you (or met with schools to talk about network!!)

From: Kate Aldworth <Kate.Aldworth@education.govt.nz>
Sent: Friday, 8 December 2023 3:24 pm
To: Alana McCorry <Alana.McCorry@education.govt.nz>
Subject: FW: Rewa Rewa School Meeting

Kate Aldworth | Manager Integrated Services | Wellington North - Tawa - Porirua
Te Mahau | Te Tai Runga

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Lower Hutt Office

[temahau.govt.nz](https://www.temahau.govt.nz) | [education.govt.nz](https://www.education.govt.nz)

From: Steve Turrell <Steve.Turrell@education.govt.nz>
Sent: Wednesday, 12 July 2023 8:20 am
To: Sonia Dolan <Sonia.Dolan@education.govt.nz>; Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; Te Rangipai Renata <TeRangipai.Renata@education.govt.nz>; Kate Aldworth <Kate.Aldworth@education.govt.nz>
Cc: Carey Clark <Carey.Clark@education.govt.nz>
Subject: RE: Rewa Rewa School Meeting

Kia ora koutou,

Please find attached the Rewa Rewa Demographic Data.

I'm currently working on amending the ES and should have that by you at some point today 😊

Regards,

Steve Turrell | Analyst
Te Mahau | Te Tai Runga
DDI +6444631549

From: Sonia Dolan <Sonia.Dolan@education.govt.nz>
Sent: Tuesday, 11 July 2023 1:56 pm
To: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; Te Rangipai Renata <TeRangipai.Renata@education.govt.nz>; Kate Aldworth <Kate.Aldworth@education.govt.nz>

Cc: Steve Turrell <Steve.Turrell@education.govt.nz>; Carey Clark <Carey.Clark@education.govt.nz>

Subject: RE: Rewa Rewa School Meeting

Kia Ora Kathryn

Thanks for your email

My comments are in red as follows;

Enrolment scheme changes

9(2)(a) do we have a back up plan on producing some information that Kate and I can table with the school next week? E.g. What would an enrolment scheme amendment look like? What effect do we think this would have? As Sonia has noted, we need to look at Rewa Rewa school urgently as they will hit critical capacity by 2024. A property solution here (landing the 2x short term roll growth classrooms) will take time, and will be complex due to site access constraints.

9(2)(a) yes we would like to present an enrolment scheme change. The only problem with this is that there must be a disclaimer that it's a proposal only and yet to have Newlands school input or feedback. Nevertheless it is a starting point in any case.

I enclose the map as an attachment , essentially it's the overlap taken out with both schools – Newlands and Rewa Rewa schools , and that the changes would mean the Overlap would be included for a larger Newlands School enrolment zone only. I will get Steve to do a new proposed ES map and will also ask him to see what reduction it would result in as far as student numbers.

RTL B – long term solution

Also, do we need to take a wider cluster view when we consider our options here?

- Rewa Rewa School host the RTL B service (they occupy 4x teaching spaces)
- Would it be the right long-term outcome for us to relocate the RTL B service?
 - If we return 3 spaces to teaching, and 1 to a better sized library, Rewa Rewa School would then be able to accommodate a roll of circa 200 students
 - What impact would that decision have on the wider cluster?
- The board raised a number of times at our last hui that whilst they are the smallest school in the cluster and they are okay with that, there are operational challenges in running/staffing a school of less than 130. Do we have a view on that? What size should Rewa Rewa School be to support the network and good educational outcomes?

Re RTL B service, Im not SME on educational needs for learning support, however, if we can find an alternative solution then network would support this service elsewhere. I suspect that the enrolment scheme change over time could put the numbers back up bigger than 130 but much smaller than 200. If Newlands school is ok with being bigger in scale I cant see why we would build Rewa Rewa school numbers to 200. Again politically not now but one for a medium to long term push?

Re Board to keep the size at 130 – Yes from a network point of view, we have lots of smaller schools across the Takiwa and we support this. The smaller rolls are a result of challenging topography and we have the smallest school sites in the country as a result. This means that building outwards, upwards or on a new site is not always an option. We need to consider innovative solutions to the challenges we face which may mean doing a build roll for the school that will reflect a smaller roll.

Newlands school

Also, to note: We (Property) are likely going to support demolition of 1 teaching space at Newlands School. This will reduce their teaching space count to 15.

Let me know if you need me to provide input to this and happy to support given its roll decrease trends

Thanks,

Kathryn Yorke | Infrastructure Manager
Te Pou Hanganga, Matihiko | Infrastructure & Digital
DDI +6444394627 | Mobile 9(2)(a)

From: Sonia Dolan <Sonia.Dolan@education.govt.nz>
Sent: Tuesday, 4 July 2023 1:21 pm
To: Kate Aldworth <Kate.Aldworth@education.govt.nz>; Steve Turrell <Steve.Turrell@education.govt.nz>; Di Drake <Di.Drake@education.govt.nz>
Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; Te Rangipai Renata <TeRangipai.Renata@education.govt.nz>
Subject: RE: Rewa Rewa School Meeting

Kia Ora Kate

You have a good point! I assumed that this email was in response to the my last email action points from the last hui

You are right, as this is just a Rewa Rewa school meeting only, Ive attached the Rewa Rewa school roll growth predictions only. Please share this document with them

RE enrolment scheme change and the proposal for amendment, yes we need to propose a programme here.

To date Di Drake has been the lead for this school for their enrolment scheme change(s) and so going forward for this hui we need to provide the following talking points for Rewa Rewa school;

- 1) *Enrolment schemes – We want to get the balance right between resources and investment in areas of growth, and understand possible causes of enrolments slowing down in other areas. An amendment to any of the enrolment schemes might help reduce pressure on rolls which are at capacity and these changes will ensure there will be no future overcrowding.*
- 2) *To look at the enrolment schemes to see if any changes are required to manage the growth. As such a programme will need to put in place with the biggest priority at this point to roll out a change with Rewa Rewa school (reduction of their zone) and with Newlands and/or Paparangi school to increase their zones.*
- 3) *We will provide a programme for them of the dates of starting the process and for when the implementation for the change will occur*

Lastly we need to have an internal discussion for resourcing for the proposed enrolment scheme change and implementation roll out.

Nga Mihi

Sonia Dolan | Lead Advisor Network
Te Mahau | Te Tai Runga

DDI +6444395424 | Mobile 9(2)(a)

From: Kate Aldworth <Kate.Aldworth@education.govt.nz>

Sent: Friday, 30 June 2023 3:02 pm

To: Sonia Dolan <Sonia.Dolan@education.govt.nz>; Steve Turrell <Steve.Turrell@education.govt.nz>; Di Drake <Di.Drake@education.govt.nz>

Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; Te Rangipai Renata <TeRangipai.Renata@education.govt.nz>

Subject: RE: Rewa Rewa School Meeting

Kia ora koutou

For the 18 July meeting Kathryn and I need a steer clear on the updated School Utilisation Report (based on July return) and the Roll Projection Report (based on Census 2021 data). Is the data attached what we can share with the Presiding Member before the meeting or do we need to use data specific to Rewa Rewa School – there seems to be some confusion on this.

We need to figure out who will be able to do the enrolment scheme amendment too – would be interesting to have an idea of how drastic or not that might actually be and what difference we'd be expecting that to make. Kathryn and I think they'll be wanting to get into a lot of detail when we meet on the 18 July.

Ngā mihi nui

Kate

Kate Aldworth | Manager Integrated Services – Wellington North, Tawa and Porirua
Te Mahau | Te Tai Runga

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Lower Hutt Office

temahau.govt.nz | education.govt.nz

From: Sonia Dolan <Sonia.Dolan@education.govt.nz>

Sent: Friday, 30 June 2023 8:37 am

To: Steve Turrell <Steve.Turrell@education.govt.nz>; Kate Aldworth <Kate.Aldworth@education.govt.nz>; Di Drake <Di.Drake@education.govt.nz>

Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; Te Rangipai Renata <TeRangipai.Renata@education.govt.nz>

Subject: RE: Rewa Rewa School Meeting

Kia Ora Steve

The Newlands Cluster schools are all in agreement to share the data (Primary schools in Newlands, Newlands Intermediate and Newlands College)

At our last hui as a collective of schools they have requested roll growth projections and so we do need to share this with them going forward.

Nga Mihi

Sonia Dolan | Lead Advisor Network
Te Mahau | Te Tai Runga

DDI +6444395424 | Mobile 9(2)(a) [REDACTED]

From: Steve Turrell <Steve.Turrell@education.govt.nz>

Sent: Friday, 30 June 2023 7:55 am

To: Sonia Dolan <Sonia.Dolan@education.govt.nz>; Kate Aldworth <Kate.Aldworth@education.govt.nz>; Di Drake <Di.Drake@education.govt.nz>

Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; Te Rangipai Renata <TeRangipai.Renata@education.govt.nz>

Subject: RE: Rewa Rewa School Meeting

Please don't share this document with Rewa Rewa as I'm not aware of any sign off yet that allows us to show them other schools data. I can pull out specific Rewa Rewa data into its own document if needed.

Also, I'm not sure if I'm missing something...

"Our roll has grown from 142 (March return) and currently sits at 157"

Why are they still taking enrolments when they are well above capacity already...?

Steve Turrell | Analyst
Te Mahau | Te Tai Runga
DDI +6444631549

From: Sonia Dolan <Sonia.Dolan@education.govt.nz>

Sent: Thursday, 29 June 2023 10:06 pm

To: Kate Aldworth <Kate.Aldworth@education.govt.nz>; Steve Turrell <Steve.Turrell@education.govt.nz>; Di Drake <Di.Drake@education.govt.nz>

Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>; Te Rangipai Renata <TeRangipai.Renata@education.govt.nz>

Subject: RE: Rewa Rewa School Meeting

Kia Ora Koutou

Steve has completed the work (thanks Steve) Attached are the roll growth predictions for all schools

In the short term , we need to look at Rewa Rewa school urgently and a reduction of their enrolment scheme will need to happen ASAP or we will simply need to provide roll growth TS as it looks like they will hit critical capacity by next year 2024

Di Drake has been doing enrolment schemes and she has been working with this school so we need traction on this now that they are talking and engaging with us (in the past they weren't as a result of the strike)

The other schools we need to start to look at a strategy for them going forward in coming months. If we were to change enrolment schemes , then this will need resourcing as I do not have capacity to carry out any duties here and Di Drake will be finishing up her work with what she started with in Feb of this year.

Nga Mihi

Sonia Dolan | Lead Advisor Network
Te Mahau | Te Tai Runga

DDI +6444395424 | Mobile 9(2)(a)

From: Kate Aldworth <Kate.Aldworth@education.govt.nz>
Sent: Thursday, 29 June 2023 4:51 pm
To: Sonia Dolan <Sonia.Dolan@education.govt.nz>; Steve Turrell <Steve.Turrell@education.govt.nz>
Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>
Subject: FW: Rewa Rewa School Meeting

Kia ora Sonia and Steve

Before Kathryn and I agree to the 18 July meeting can we please have assurance that you'll have this data ready for us by 10 July so that we have time to prepare for the meeting?

Ngā mihi

Kate

Kate Aldworth | Manager Integrated Services – Wellington North, Tawa and Porirua
Te Mahau | Te Tai Runga
DDI +6444634820 | Mobile 9(2)(a) [REDACTED]
Lower Hutt Office

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From: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>
Sent: Thursday, 29 June 2023 4:45 pm
To: Kate Aldworth <Kate.Aldworth@education.govt.nz>
Subject: RE: Rewa Rewa School Meeting

Hi Kate, yes I can make that date work and happy for you to respond.

Will the Sonia/Steve be able to get this stuff they've asked for before then? *"We ask that prior to this meeting you send us the updated School Utilisation Report (based on July return) and the Roll Projection Report (based on Census 2021 data). This new data, as referred to at the meeting 26/06, will help us to move forward with the most accurate data available"*.

Thanks,

Kathryn Yorke | Infrastructure Manager
Te Pou Hanganga, Matihiko | Infrastructure & Digital
DDI +6444394627 | Mobile 9(2)(a) [REDACTED]

From: Kate Aldworth <Kate.Aldworth@education.govt.nz>
Sent: Thursday, 29 June 2023 4:40 pm
To: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>
Subject: FW: Rewa Rewa School Meeting

Does this date suit you? I can go back to her if you like. 😊

Kate Aldworth | Manager Integrated Services – Wellington North, Tawa and Porirua
Te Mahau | Te Tai Runga
DDI +6444634820 | Mobile 9(2)(a) [REDACTED]
Lower Hutt Office

From: Naomi Godfrey <naomi.godfrey@rewarewa.school.nz>

Sent: Wednesday, 28 June 2023 1:44 pm

To: Kate Aldworth <Kate.Aldworth@education.govt.nz>; Kathryn Yorke <Kathryn.Yorke@education.govt.nz>

Subject: Rewa Rewa School Meeting

You don't often get email from naomi.godfrey@rewarewa.school.nz. [Learn why this is important](#)

Kia ora Kate and Kathryn

Thank you for your offer to meet with you both in the first week of term three. Our board and principal look forward to meeting with you to discuss how we can work together to find a successful solution for our zoning and roll growth concerns.

We are available on Tuesday 18 July @ 6.00 pm if you would like to join us at Rewa Rewa school. Please feel free to park in the carpark and then walk through into the quad where we will look out for you on arrival.

This discussion is a matter of some urgency for our board and school community. Our roll has grown from 142 (March return) and currently sits at 157. This roll size, and the skew towards junior students, has meant we have had to transform both our library and our school hall into a teaching space. Our senior students are also in a room that is not fit for purpose. We are keen to reach agreement on a solution for our learners as soon as possible.

We ask that prior to this meeting you send us the updated School Utilisation Report (based on July return) and the Roll Projection Report (based on Census 2021 data). This new data, as referred to at the meeting 26/06, will help us to move forward with the most accurate data available.

If you could please confirm your attendance at this meeting, as soon as possible that would be most appreciated.

Ngā mihi

Naomi Godfrey (Presiding Member)

pp Rewa Rewa School board

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Zack Krippner

From: Sandra Orr
Sent: Tuesday, 12 December 2023 6:45 pm
To: Ellen Tanner
Cc: Kathryn Yorke
Subject: RE: RTLB Space Entitlement

Hi Ellen

We have mostly taken a pragmatic approach to the 15m² per person. This is the total area – including any office or kitchen space provided. The area would have originally been based on having one RTLB at a school and the need for an office space. As we have clustered staff together, due to limited space sometimes they have had to compromise, but admittedly this has been challenged.

When I set up the clusters in Auckland, we mostly used relocs so that if they weren't required any more (as the make-up of RTLB changed) they could be moved off-site and didn't result in the school having surplus space. We established between 6 – 8 staff in a reloc, so they may not have got their full 15m², but due to the numbers we were establishing (sometimes up to 20 staff on site) we were able to provide some office space within the relocs also (if required). There will always be unders and overs, and difficult to give exactly the 'entitled' space.

The important thing to consider is do they have a functional space that supports them to do the job – I would also ask them how much time do they spend at their desk/in that space? I asked the question once and was told they were only at their desk for about 1 1/2 hrs a day.

Happy to talk this through further. I have had a lot of dealings with RTLB.

Why is the school asking this, what are they seeking to achieve? I would focus a reply on that rather than the history and policy settings. The policy is the policy, but we need a common sense approach.

Ngā mihi

Sandra Orr | General Manager – Asset Management (Acting)
Te Pou Hanganga, Matihiko | Infrastructure & Digital

Mobile 9(2)(a)

From: Ellen Tanner <Ellen.Tanner@education.govt.nz>
Sent: Tuesday, 12 December 2023 6:07 pm
To: Sandra Orr <Sandra.Orr@education.govt.nz>
Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>
Subject: RTLB Space Entitlement

Hi Sandra - hopefully a quick query.

RTLB 15sqm per FTE - a school is querying the calculation, how long it has been in place and whether with modern working this could be reviewed? Also, if there is a sliding scale that over certain numbers the area per FTE is reduced?

Our Director of Ed thinks we should look into this. Kathryn wasn't sure who in the policy space would be best to connect with. Do you have any suggestions? Or background/other info I could go back to the school with?

Many thanks,
Ellen

Ellen Tanner | Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital

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Zack Krippner

From: Kathryn Yorke
Sent: Wednesday, 6 March 2024 9:07 am
To: Ellen Tanner; Kate Aldworth
Subject: RE: Rewa Rewa

Hi Both

I think we need to formalise some of this – if the board is unwilling to accept the short term roll growth classrooms (which are new classrooms), I think we need to get that confirmed in writing by them - we have offered them a solution here and we need that to be clear if this escalates at a later point in time. Also, if they aren't willing to accept them, we have several schools who are desperate for space and we should be looking to reallocate these (and we will have already paid for the base build).

Thanks,

Kathryn Yorke | Regional Infrastructure Manager
Te Pou Hanganga, Matihiko | Infrastructure & Digital
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From: Ellen Tanner <Ellen.Tanner@education.govt.nz>
Sent: Wednesday, March 6, 2024 8:41 AM
To: Kate Aldworth <Kate.Aldworth@education.govt.nz>
Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>
Subject: RE: Rewa Rewa

Thank you Kate (and Jay) for this comprehensive update!

Ellen Tanner | Infrastructure Manager
Te Puna Hanganga, Matihiko | Infrastructure & Digital
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From: Kate Aldworth <Kate.Aldworth@education.govt.nz>
Sent: Wednesday, March 6, 2024 8:38 AM
To: Ellen Tanner <Ellen.Tanner@education.govt.nz>
Cc: Kathryn Yorke <Kathryn.Yorke@education.govt.nz>
Subject: FW: Rewa Rewa

FYI Jay visited Rewa Rewa yesterday and this was the conversation that took place.

Kate Aldworth | Manager Integrated Services | Wellington North - Tawa - Porirua
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From: Jay Barr <Jay.Barr@education.govt.nz>
Sent: Wednesday, March 6, 2024 8:36 AM
To: Kate Aldworth <Kate.Aldworth@education.govt.nz>
Subject: Rewa Rewa

Mōrena Kate,

Just to let you know, I met with Jan yesterday for our regular catch-up.

I asked what the latest Board position was around accepting the offer of two temporary classrooms. She said the Board is not interested in temporary classrooms and wants new classrooms, while noting Minister Stanford's public comments around 350 projects being reviewed.

She again raised the idea of RTLB relocating off-site, suggesting that there is a clause in the agreement that allows the Director of Education to terminate the agreement without consent.

She also acknowledged receipt of your letter late last year indicating their enrolment scheme would be reviewed, saying the Board intends to fight any change and escalate it as high as they can.

I asked if the Board was worried they would decline the two temporary classrooms, not receive new ones, and potentially have their enrolment scheme reduced, meaning they no longer needed any classrooms? She said the Board is willing to take that risk.

Ngā mihi

Jay Barr | Senior Adviser
Te Mahau | Te Tai Runga

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Zack Krippner

From: Kate Aldworth
Sent: Tuesday, 2 April 2024 1:29 pm
To: Ellen Tanner
Subject: Rewa Rewa response

Kia ora Ellen

It has just dawned on me that I didn't send through the paragraph for the letter we are co-signing for Rewa Rewa School.

We acknowledge that your preference is for the RTLB to re-locate to another venue however currently this is not feasible. The POD with RTLB states that it is by mutual agreement that this is terminated and whilst the RTLB have said they are open to relocating at this time we cannot find premises for them that meet their requirements.

We wish to meet with you to discuss the process for reviewing your enrolment scheme. As you are aware this is something that needs to be done in order to manage the roll of Rewa Rewa School and is something that the Ministry are going to proceed with. The Ministry are responsible for enrolment scheme amendment and implementation of new schemes. The purpose of enrolment schemes is to avoid and manage overcrowding and to ensure local students can attend schools in their local area. The Ministry is aware there is a large overlap currently with your enrolment scheme and that of another local state school. We do need to look at both enrolment schemes to ensure they are fit for purpose.

Kate 😊

Kate Aldworth | Manager Integrated Services | Wellington North - Tawa - Porirua - Kāpiti - Horowhenua
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