

# Guide to Writing a Memorandum of Agreement

Community of Learning

## Getting agreement on your way of working between kura/schools in a Community of Learning

This edition of the guide uses the term 'Community of Learning' rather than 'Community of Schools'. This term better reflects the original intention that a Community focus is on the learner's pathway and can involve organisations outside the compulsory education sector. The change reflects the more common usage, but the terms are interchangeable and this guide is relevant to all Communities that have signed or sign a Memorandum of Agreement to access the resourcing provided under the IES initiative, regardless of the name used by the Community.

When agreeing to work together as a Community of Learning, it's important that you talk about, agree on and record how you will work together. This document is a guide to confirming agreement between the kura/schools in a Community of Learning.

There are items that should be agreed upon within a Memorandum of Agreement, and others that we would highly recommend are formally recorded in a Memorandum of Agreement (or 'Agreement').

The following provides specific guidance on constructing your Memorandum of Agreement, including areas to cover and suggested clauses to include.

## Writing the Agreement content

When writing your Agreement there are standard areas that should be covered:

- What you are agreeing to (purpose – usually covered by your achievement plan).
- The timeframe of the Agreement.
- How you will work together to meet the purpose.
- The parties (schools) involved in the Agreement.

The exact wording and nature of the clauses that cover these areas will depend on the conversations and decisions you have already made when deciding how to work together and the shared achievement challenges plan you will work toward. Example clauses to help you are provided in Part 1 of this guide.

Your Agreement must also include specific statements on:

- privacy; and
- variations to the Agreement.

Specific clauses covering these two areas are provided in Part 2 of this document. You may add further detail to these clauses; provided they are consistent with the intent of the required clauses.

## Parties to the Agreement

You will need to list those who are a party to this Agreement. That is, the name of each kura/school that is a member of your Community of Learning.

This is also the time to consider any agreements that you wish to formalise with ECE and post-secondary education providers, and any organisations in your Community of Learning that are outside the compulsory education sector. These would need to include the achievement challenge, privacy protocols, variations to the achievement plan and agreement of how all those involved will work together.

## Part 1 - Clauses which are highly recommended

### Agreement Purpose

To begin your Agreement you should have an opening statement outlining what is being agreed to.

*EXAMPLE:*

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#### **UNDERTAKING TO WORK AS A COMMUNITY OF LEARNING**

*The Boards of Trustees and tumuaki/principals of the kura/schools identified below undertake to work collaboratively as a Community of Learning to raise ākonga/student achievement.*

### Agreement Timeframe

It is a good idea to have an agreed understanding of the length of time the Agreement is valid for. This can be done by including a clause covering the term of the Agreement. It is suggested the term be two, four or six years, to allow enough time for plans to be implemented and to cover the employment period for Community of Learning roles. It may also be useful to build in a review timeframe for the Agreement to make continuation of the Agreement an easier transition.

*EXAMPLE:*

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**TERM OF AGREEMENT:** *This Agreement is for a period of <insert period> commencing from <date>.*

a) **AGREEMENT REVIEW:** *One year prior to the end of this term, the kura/schools in this Community of Learning will formally review whether to continue with its current composition.*

### How the Parties Will Work Together

It is important that everyone has the same understanding of what has been done and what is expected of each member of the Community of Learning. We advise including the following items (your wording may vary from that suggested):

*EXAMPLE:*

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- *we have identified shared achievement challenges that are relevant to the needs of the ākonga/ students within our kura/schools*
  - *we have collaboratively developed a shared achievement challenges plan (the plan) to address these shared achievement challenges in order to achieve the valued outcome we seek. This plan is attached.*
  - *we will utilise and manage the dedicated resources provided (the Community of Learning teacher and leadership roles and associated Inquiry Time) to best implement the plan*
  - *we will involve parents, ākonga/students, families and whānau and communities in implementing the plan*
  - *individual Boards will reference the Community of Learning plan within their own individual kura/schools' Charters along with the goals/objectives related to the needs of their own students*
  - *we will implement systems for monitoring, reviewing and adapting the plan as necessary*
  - *we will establish and operate an operational structure to manage the processes to implement the plan. An outline of the operational structure is attached.*

## Variation to the Achievement Plan

You will need to reach agreement on how you will agree to substantial changes to the Community's achievement plan, but whether you included it in the Memorandum of Agreement or in a separate Agreement is optional. The following is example wording for a clause. Your final wording will depend on how you have determined to hold and acknowledge changes to the plan during implementation and review cycles.

### EXAMPLE:

- a) *Changes to the shared achievement challenges plan: Where substantial changes are made to the plan, i.e. the challenges being addressed and/or the approaches used to address them, and/or milestone/review dates; this will necessitate our Community of Learning to agree to the amended plan. Any such amendment to the plan will be attached to this original Agreement.*

## Part 2 - Clauses that must be included in the Memorandum of Agreement

There are two areas which your Agreement must include; privacy and variations to the Agreement. These are needed to ensure that all parties have a shared understanding of their obligations under the Privacy Act 2020 and the implications of variations to the formation of your Community of Learning. The Ministry needs to be informed of the variations, as per the clauses below, to ensure that the subsequent changes to the roles, resources and allowance allocations are made.

The wording for these clauses below must be included in your Agreement. (Note: the numbering will need to change to be consistent with your Agreement numbering.)

### PRIVACY

- a) *The Community of Learning Privacy Protocol (as set out in Appendix 1 of the Community of Learning Guide for Schools and Kura), which is compliant with the Privacy Act 2020, and the Official Information Act 1982 (sharing of aggregated data), has been adopted by our Community of Learning. All participating Boards and service providers agree to comply with and to ensure compliance with the privacy protocol when dealing with personal information about leaders, teachers, students', parents, families, and whānau. The privacy protocol is attached as an appendix.*

### VARIATIONS

- A. *We acknowledge that the following must be recorded as an amendment to this Agreement and the Ministry of Education informed as per the following:*
- a) *Change to the composition of this Community of Learning:*
- i) **Joining:** *Where a kura/school is to join our Community of Learning, the Ministry of Education is to be informed of this prior to the change taking effect.*
- ii) **Withdrawing:** *Where any Board elects to leave our Community of Learning, they will provide notice no later than the end of term two to our Community of Learning and the Ministry of Education. The withdrawal will take effect from the start of the following school year.*
- (1) *This does not preclude a withdrawing kura/school from participating in another Community of Learning without resourcing during this period of notice.*
- b) *We acknowledge that our agreement to clauses Aa)i) and ii) have resourcing and employment relations implications for the kura/schools in our Community of Learning. Particularly:*
- i) *where one of the roles is employed by a departing kura/school.*

- ii) where the departing kura/school is critical to the maintenance of the ākonga/ student pathway within the Community of Learning.*
- c) Changes to the composition of our Community of Learning will require:*
  - i) approval by the Ministry of Education.*
  - ii) amendment to the list of signatories to this Agreement.*
- d) Disestablishment of the Community of Learning: If prior to the termination date of this Agreement, our Community of Learning determines to disestablish, we will notify the Ministry of Education of this intent immediately. We acknowledge the same conditions as in clause A)a)ii) Withdrawing, apply to disestablishment.*



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