

Te Taumata Aronui Terms of Reference

1. Te Taumata Aronui is a group of around 7 to 10 members appointed by the Minister of Education, in consultation with the Minister for Māori Crown Relations: Te Arawhiti. The Group will work with Ministers and education agency Chief Executives (CEs) to help ensure the tertiary education system can adapt to Māori needs and enables Māori to succeed as Māori.

Purpose

2. The purpose of Te Taumata Aronui is to support the Crown to work in partnership with Māori and to help ensure that the tertiary education system can better serve Māori needs and enable Māori to succeed as Māori.
3. Te Taumata Aronui will do this by helping to ensure the work to develop tertiary education system policy and settings aligns with and is informed by Te Taumata Aronui's vision for Māori success and what it takes to achieve this.

Background

4. Education plays a pivotal role for, and is a taonga of huge significance to, all New Zealanders, including tāngata whenua.
5. Ensuring Māori are enjoying and achieving education success as Māori, as they develop the skills to participate in te ao Māori, Aotearoa and the wider world, is key to giving effect to Te Tiriti o Waitangi.
6. As part of the Reform of Vocational Education (RoVE) engagement in 2019, and wider engagements within the Education Conversation | Kōrero Mātauranga in 2018 and 2019, Government heard that Māori want to be involved, as genuine partners, in the Crown's work to design and implement tertiary education policy and settings to support high quality outcomes for Māori learners and communities.
7. The Crown, including education agencies, is working on being a better partner with Māori to improve outcomes, using partnership principles outlined by Te Arawhiti [MCR-19-MIN-0004 refers]. For example, building relationships before focusing on the work, planning together from the start and ensuring outcomes are meaningful to all parties. Establishing Te Taumata Aronui is part of this work.
8. The Crown approved the establishment of Te Taumata Aronui in Cabinet Social Wellbeing Committee Minute SWC-19-SUB-0080 (endorsed by Cabinet in CAB-19-MIN-0354).
9. Te Taumata Aronui will not be the only way the Crown engages with Māori on tertiary education. It does not hold a mandate to approve final options for reflecting Māori rights and interests in tertiary education policy and system settings. The Crown will meet with other Māori and non-Māori organisations prior to significant decision points and wider public engagement.

10. In undertaking its functions, as outlined below, Te Taumata Aronui will complement existing relationships with Māori and complement Māori Crown relationship accords. It will do this by building on the body of work presented through these existing channels.

Scope

11. Te Taumata Aronui will initially focus on the tertiary education system, including its interface with the schooling sector and starting with the RoVE. This will likely require advising on how the RoVE aligns with other relevant components of the education work programmes.

12. In the future, the scope of the Group could extend to cover matters across the wider education system, including early childhood and schooling.

13. Nothing in this terms of reference shall diminish the rights, interests and responsibilities of iwi, hapū, and whānau to exercise their rangatiratanga over those matters of importance to them, as set out in Article II and Article III of Te Tiriti o Waitangi and/or confirmed in iwi settlement legislation.

Function

14. To support the Crown to be a better partner with Māori, the Group will:

- a. provide independent advice and recommendations to the Minister of Education (and other Ministers as appropriate), and work with education agency Chief Executive (CEs) on the content of strategies, policy, system settings, and engagement processes.
- b. provide perspectives of Māori learners, whānau, hapū, iwi, communities and employers (i.e. the end-users of the system). This would not replace the need to also engage directly with these groups on proposals.
- c. work with and advise education officials on ensuring that whānau-centred thinking and solutions and strength-based mātauranga Māori approaches are adopted and applied across the work programme.
- d. engage with education agencies on their strategic direction and priorities as expressed in accountability documents, such as annual planning and reporting.
- e. set its priorities and work programme in discussion with and for approval by the Minister of Education and the Minister for Māori Crown Relations: Te Arawhiti.

15. Te Taumata Aronui will operate in a transparent and open manner.

16. Te Taumata Aronui will adhere to the Fees and Expenses Guide in **Annex three**.¹ Any financial decisions that sit outside of these parameters should be agreed between the Chair and the Ministry of Education.

¹ <https://dpmc.govt.nz/publications/co19-1-fees-framework-members-appointed-bodies-which-crown-has-interest-html>

17. Te Taumata Aronui does not hold decision-making powers on government policy and decisions will remain with Ministers or CEs as appropriate.
18. Te Taumata Aronui has been established with no scheduled end date. Members with industry experience are appointed for two year terms and members with Māori community and iwi development experience for three year terms. This will help stagger appointments and enable future changes to membership to meet emerging priorities.
19. Where required, the Chair of Te Taumata Aronui will be responsible for responding to media/public engagement associated with the work of Te Taumata Aronui, with the support of, and in consultation with, the Ministry of Education.
20. Roles and responsibilities and standards of conduct of the Chair and members of Te Taumata Aronui are outlined in **Annex one** of these terms.

Meetings of Te Taumata Aronui and subgroups

21. Te Taumata Aronui will meet regularly with Ministers and education agency CEs, likely around three times a year. More frequent meetings with CEs or designates, and relevant project leads as necessary.
22. Meetings with Te Taumata Aronui and time required of members must align with available budget to support necessary remuneration of members, unless agreed otherwise between the Chair and the Ministry of Education.
23. Members may not send proxies to attend Te Taumata Aronui meetings in their place unless prior approval has been obtained from the Chair and the Minister of Education.
24. The Chair, or Acting Chair, may invite any non-member individuals or groups to attend Te Taumata Aronui meetings. Broader engagement with other parties (outside of meeting times), if required, will be facilitated by the Ministry of Education.

Quorum

25. The quorum for any meeting of Te Taumata Aronui shall be at least half of its membership, including either the Chair or Acting Chair.
26. The Chair or Acting Chair may cancel or defer a meeting if insufficient members are able to attend.

Use of sub-groups to progress work

27. The Chair may establish, for a term they consider appropriate, sub-groups of Te Taumata Aronui members to progress specific deliverables or consider specific topics.
28. The Chair will appoint a lead Te Taumata Aronui member to run a sub-group.
29. The Chair will determine meeting procedures and meeting frequency for sub-groups on a case-by-case basis.

Secretariat

30. The Ministry of Education will provide secretariat support for Te Taumata Aronui. Te Taumata Aronui will work with and through the secretariat. Engagement with other parties, if required, will be facilitated by the Ministry of Education.
31. The secretariat will:
 - a. assist the Chair and sub-group leads to prepare meeting agendas;
 - b. record meeting minutes and action points from Te Taumata Aronui meetings;
 - c. circulate meeting packs (agenda, minutes and any papers required);
 - d. create or commission papers for Te Taumata Aronui meetings as required;
 - e. procure research and guest speakers on behalf of Te Taumata Aronui if required;
 - f. book travel, accommodation, catering and venues as required; and
 - g. process all financial tasks, including monitoring of budget and processing of invoices for payment.

Conflicts of interest

32. A conflict of interest will occur when a member's private or professional interest interferes, or appears to interfere, with an issue that faces Te Taumata Aronui. A conflict of interest will also occur when there is a possibility that a benefit may apply to a sector, industry or organisation that they represent. A conflict of interest may be real or perceived.
33. Any situation that involves or may be expected to involve any real or potential conflict of interest must be declared immediately to the Chair, as soon as the conflict arises, using the form in **Annex two**.
34. At the discretion of the Chair, members may participate in discussions about issues in which they have declared a conflict of interest.
35. A register of members' declared conflicts of interest will be maintained by the Ministry of Education and reviewed with the Chair on a regular basis.

Annex one: Membership, roles and responsibilities, and standards of conduct

Membership

Chair

1. The Minister of Education, in consultation with the Minister for Māori Crown Relations: Te Arawhiti, will appoint the Chair of Te Taumata Aronui.
2. The Chair is appointed on the terms and conditions specified in their letter of appointment and this Terms of Reference.
3. The Chair may resign at any time by notifying the Minister of Education in writing, with a copy to the Deputy Secretary, Graduate Achievement, Vocations and Careers, Ministry of Education.

Members

4. Members' appointments are on the terms and conditions specified in the letter of appointment and this Terms of Reference.
5. Members may be reappointed or have their terms extended.
6. Where a member's term expires and there is no intention to renew their membership, the member may remain in their role until a replacement is appointed. This may mean the member's term exceeds the term outlined in paragraph 18 in the above.
7. A member's appointment may be terminated at any time for good reason by the Minister of Education. Good reason includes, but is not limited to, failure to attend more than two consecutive Te Taumata Aronui meetings (without informing the Chair), and failure to act in accordance with the Standards of Conduct.
8. A member may resign from Te Taumata Aronui at any time by notifying the Minister of Education in writing, with a copy to the Chair.

Roles and responsibilities

Chair

9. The Chair will:
 - a. agree a forward work programme in consultation with members and in discussion with, as well as for approval by, the Minister of Education and Minister for Māori Crown Relations: Te Arawhiti;
 - b. oversee the progression of the work in conjunction with the Ministry of Education;
 - c. set meeting agendas, with the assistance of the Ministry of Education secretariat, and approve meeting minutes;

- d. chair and facilitate meetings, encouraging and modelling open communication where all members contribute effectively;
 - e. comply with the Standards of Conduct in **Annex one**;
 - f. complete the conflict of interest declaration form in **Annex two** and return it to the Ministry of Education at any time during the Term if a conflict arises;
 - g. manage any conflicts of interests for other members of Te Taumata Aronui, including deciding if potential conflicts exists and determining, with assistance from the Ministry of Education secretariat, what action is appropriate;
 - h. represent Te Taumata Aronui in any meetings with the Minister of Education, the Minister for Māori Crown Relations: Te Arawhiti, the Ministry of Education or other stakeholders, as required;
 - i. manage members' requests for public comment, in consultation with and for approval by the Ministry of Education; and
 - j. seek written approval from the secretariat before incurring any expenditure or financial commitment on behalf of Te Taumata Aronui.
10. If the Chair is absent from a meeting, the Chair may designate an Acting Chair for that meeting. If the Chair does not designate an Acting Chair, then the Acting Chair shall be elected by simple majority of those members present at the meeting when an election is required.
11. It is the Chair's responsibility to inform the Ministry of Education if they are unable to attend and, prior to the meeting, to provide the Ministry of Education with comments on the issues to be discussed.
12. Where required, the Chair will be responsible for responding to media/public engagement associated with the work of Te Taumata Aronui, with the support of, and in consultation with, the Ministry of Education.

Members

13. All Te Taumata Aronui members have the following roles and responsibilities:
- a. make reasonable efforts to attend each meeting and report anticipated absences to the Chair;
 - b. review any papers prepared for the Group, prepare adequately prior to each meeting and participate actively in meetings, contributing to actions when agreed;
 - c. bring matters of significance to the attention of Te Taumata Aronui and use professional perspectives to undertake analysis or prepare advice as required;
 - d. maintain a broad knowledge of the issues and interests that relate to the operations of Te Taumata Aronui, not regarding themselves as representatives or advocates for particular sectors or interests;

- e. comply with the Standards of Conduct outlined below; and
 - f. complete the conflict of interest declaration form in **Annex two** and return it to the Chair at any time during the Term if a conflict arises.
14. It is the members' responsibility to inform the Chair if they are unable to attend, and, prior to the meeting, to provide the Chair with comments on the issues to be discussed.
15. Members are responsible for identifying instances where they may have a conflict of interest and raising this with the Chair prior to the conflict affecting the Group's work. In the event of a conflict of interest being identified, the Chair, with support from the secretariat, will provide guidance on the appropriate response.

Standards of conduct

Guidelines for completing the Conflict of Interest Declaration Form

16. Members of the Group may have direct or indirect dealing with organisations or persons, both commercial and other, which could lead to a perceived or actual conflict of interest. By disclosing interests, members ensure that they are accountable and that the integrity and public confidence in the Group is maintained.
17. Members should be pragmatic about disclosing interests and are not required to include an interest that is remote or insignificant so that it cannot reasonably be regarded as likely to influence the member in carrying out his or her responsibilities. In deciding whether a member is interested, he or she should consider whether it would be reasonable to see the interest as likely to influence decision-making.
18. As a guide, an interest may be financial, professional, personal, direct or indirect and may include:
- a. you or your spouse, de facto partner, child, or parent may derive a financial benefit from the matter;
 - b. you may have a financial interest in a person to whom the matter relates;
 - c. you are a partner, director, officer, council member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
 - d. you are otherwise directly or indirectly interested in the matter.
19. For example, the following types of interest might be relevant:
- a. employment/directorship within an institution applying to a relevant government education agency for funding;
 - b. interests in business enterprises or professional practices;
 - c. sharing ownership/beneficial interests in a trust;
 - d. existing professional or personal associations with education agencies;
 - e. professional and personal associations with organisations in the education sector;

- f. a family relationship (including members with shares/benefits in trusts etc.).
20. Members may be concerned about the privacy of such information. Information held by the Ministry of Education is subject to the Official Information Act 1982. Officials from the Ministry of Education will consult with the person who provided the information before making a final decision on release. If that person cannot be located, the Ministry of Education will consult with the Chair on behalf of that person. Other members of the Group will be aware of disclosed interests and have a duty to notify the Ministry of Education of any failure of any member to comply with obligations to disclose interests.

Public sector principles

21. Members are expected to maintain the values and ethos of the public service. All members of Te Taumata Aronui must be aware of the importance of personal integrity and the need to declare conflicts of interest, either potential or actual. Members must also ensure they have the interest and enthusiasm needed to contribute effectively to the performance of Te Taumata Aronui through their term of membership.

Confidentiality, media and public comment

22. In order for Te Taumata Aronui to operate effectively, members must maintain the confidence of the Group, including maintaining confidentiality of matters discussed at meetings, and any information or documents provided to the Group.
23. All requests for comment by the media are to be made through the Chair.
24. Where information is already properly in the public domain (through no fault of a member), the confidentiality requirements do not apply to that information.
25. Where information is not already public:
- a. the Chair may seek agreement from the Ministry of Education for Te Taumata Aronui to release a media statement.
 - b. a member may only participate in a media interview or make a written or verbal public statement about the business of Te Taumata Aronui if they have obtained the prior written approval of the Ministry of Education.

Privacy Act 1993

26. Members must at all times comply with the requirements of the Privacy Act 1993 and keep information about identifiable individuals confidential.

Official Information Act 1982

27. All information provided to Te Taumata Aronui or by Te Taumata Aronui to the secretariat is official information under the Official Information Act 1982 and, subject to

the requirements of that Act, may be released to the public if there are no grounds for withholding it.

28. If the Ministry of Education is considering releasing information about Te Taumata Aronui meetings or Te Taumata Aronui-authored documents under the Official Information Act 1982, the Ministry of Education will consult with the person who provided the information before making a final decision on release. If that person cannot be located, the Ministry of Education will consult with the Chair on behalf of that person.

Corporate opportunities

29. Members must not exploit any opportunity that is discovered through access to information within Te Taumata Aronui for their own personal gain or that of any industry, sector or organisation that they represent.

Respect for others

30. Members will treat each other and the opinions of others with respect at all times. Members will not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practices.

Annex two: Conflict of Interest declaration form

An actual conflict of interest arises in a situation where a member's private interest interferes or appears to interfere with an issue that faces Te Taumata Aronui. Perceived or potential conflicts of interest exist in situations where a member of the Group, a family member or a close personal relation has private interests that interfere or appear to interfere with an issue that faces the group.

A conflict of interest arises in a situation where there is a possibility that a benefit may apply to a sector, industry or organisation that a candidate may represent.

Name	
<input type="checkbox"/>	I declare that there are no conflicts of interest that could compromise my objectivity, judgement, integrity or ability to perform the responsibilities of Te Taumata Aronui.
<input type="checkbox"/>	I declare the following situation(s) that would cause a conflict of interest to exist.
<i>Please describe how this conflict of interest will be managed:</i>	

I declare the following situation(s) that may be perceived as a conflict of interest.

Please describe how this conflict of interest will be managed:

Date:

Signed:

Annex three: A guide to fees and expenses for Taumata Aronui members

1. Fees and expenses for the Chair and Members of Te Taumata Aronui are set out under the Cabinet Office Fees Framework for members appointed to bodies in which the Crown has an interest.²

The fee is a daily rate determined by Cabinet

2. Within the Fees Framework, Te Taumata Aronui is Group 4 – a category that includes a range of advisory committees, technical review committees and other bodies that generally have an unpredictable work load. Group 4 group members are paid a daily fee.
3. For Te Taumata Aronui, Cabinet approved a daily fee as a Member of Te Taumata Aronui as set out in the Minister's letter of appointment.
4. When claiming fees it is important to claim reimbursement in days or part-days if possible. Where this is not possible, dividing the daily rate by eight provides an hourly rate to use when claiming fees.

What is covered by the daily rate?

5. All your Group work can be claimed at the daily rate. This includes meetings, and all the work performed outside of meetings necessary for you to carry out your work as a member of Te Taumata Aronui. This includes, for example, participation, preparation, representing the board at other forums, or administrative work.
6. As a member, you should not be in a position where it looks as though you are setting your own work programme (without Te Taumata Aronui approval) so, when you invoice, please link your time claimed to our monthly meetings. And please remember to include an invoice number.

How many hours constitute a day? *Paragraphs 48 –52 of the Fees Framework*

7. The Fees Framework is based on an expectation that the working day is about eight hours. Work for longer than eight hours in one day does not normally attract an extra payment unless the combination of work and travel is frequently longer than eight hours [see below]. Where a total of six hours is worked in one day, a daily fee may be paid. The Fees Framework accepts that it may not be possible for a member who has worked six hours in one day on Te Taumata Aronui business to return to other paid work.
8. Where a member spends time one evening preparing for a meeting the next day, if the preparation and meeting time combined is between six and eight hours, then one daily fee is paid for the combined preparation and meeting time. In other circumstances where less than six hours is worked in a day, divide the daily rate by eight and multiply by the number of hours worked to establish the fee you are able to claim.

² <https://dpmc.govt.nz/publications/co19-1-fees-framework-members-appointed-bodies-which-crown-has-interest.html>

Taking account of travel *Paragraphs 79–82 of the Fees Framework*

9. Under the Fees Framework, members are not normally paid for time spent travelling to or from meetings – as long as it is relatively infrequent. But if you travel for more than a total of three hours in a normal business day of eight hours, the Fees Framework provides for you to claim an additional payment and to claim an hourly rate for any time above eleven hours of work and travel in a day.
10. The Fees Framework explains that the purpose of paying for travel time that is greater than three hours is to compensate for the lost income during the business day. For example, you may spend a few hours at a meeting but in doing so spend all day away from normal business activity because of the time spent travelling.

What happens when considerable travel is needed?

11. If you spend considerable time travelling on Group business, the Fees Framework allows for this to be recognised by the Chair within a framework or policy statement agreed by Te Taumata Aronui and the Ministry of Education.
12. The Fees Framework provides for the preparation and travel time to be considered together for payment purposes in certain circumstances. “Where considerable travel is frequently necessary to meet the requirements of the role, this should be recognised by reducing the working time [from eight hours], or paying for some or all of the travel time.” The factors considered would be issues of equity, the Government’s intention for geographical representation, and ensuring that attendance at meetings does not result in undue personal hardship.

Payment for meetings by teleconference

13. The usual fee applies when a meeting is held by teleconference or video conference. Where you are unable to attend a meeting but join the meeting by teleconference or videoconference, the usual fee applies to your participation. If you are able to participate in less than half of the meeting, an hourly pro-rata fee applies.

Payment of a fee for a cancelled meeting

14. Where a meeting or other activity of Te Taumata Aronui or one of its work streams is cancelled at short notice, payment of the fee may be approved in exceptional cases. Each case would need to be considered on its merits and this should only occur where the cancellation was unforeseeable; you were unable to reschedule other work to take advantage of the time made available; and you would suffer real loss of income as a result of the cancellation.

Payment for consulting

15. You may not receive a payment as a consultant to Te Taumata Aronui. The only exception would be if the Minister of Education considered there are overriding reasons for you to carry out a consulting assignment, and he had gained Cabinet agreement for you to do so.

Indemnity and insurance

16. The Crown Entities Act 2004 limits your liability, as a group member of Te Taumata Aronui. The Act also provides the Ministry with the option of purchasing insurance cover

for Group members in relation to acts or omissions on Group business (unless they are in bad faith or not in performance or intended performance of the Te Taumata Aronui's functions). The Ministry has not done so for any of its groups/boards.

17. The exception is travel. If you undertake any travel outside Australia and the Pacific Islands regions on Te Taumata Aronui business, you would be covered by the Ministry's International Travel Policy. For travel in Australia (and the Pacific Islands), the Ministry may organise travel insurance if you request it.

Employment status

18. Your appointment as a member of Te Taumata Aronui does not alter your employment status before your appointment, whether you were self-employed, an employee, or not employed.

Claiming expenses, taxi and car travel

19. You are entitled to claim out of pocket travelling, meal and accommodation expenses actually and reasonably incurred when travelling on Te Taumata Aronui business. The standard should be modest and appropriately reflect public sector norms. The Ministry of Education will not accept a claim for any alcoholic beverages and expects meals to be in the range of:
 - a. Breakfast: \$15.00–\$20.00
 - b. Lunch: \$10.00–\$15.00
 - c. Dinner: maximum of \$35.00
20. Te Taumata Aronui members will be issued with an eTaxi charge card. Up-to-date information about which companies recognise your charge card is here: <https://www.taxicharge.co.nz/our-partners>. A quick reference card will also be provided for your convenience, this will be sent with your taxi card.
21. The Ministry will be responsible for programming taxi cards as required. If you encounter any issues, please notify gavc.procurement@education.govt.nz as soon as practical to resolve.
22. The cards will be sent via a postal courier. Please nominate a physical address for these to be sent to. Kindly advise if this is the same address provided with your supplier details.
23. If you use your own car for travel, for example to and from your nearest airport, you may claim for the distance travelled. The rate is published on the IRD website and is currently 79c per kilometer but first check here: www.ird.govt.nz/topics/income-tax/day-to-day-expenses/claiming-vehicle-expenses/kilometre-rates-for-business-use-of-vehicles-2018-2019-income-year
24. Acknowledging you haven't been issued taxi charge cards yet, please claim any taxi or meal expense incurred to date by submitting an invoice for expenses. Include details of each meeting attended which incurred the expense.

Setting up your supplier record

25. Before we can facilitate payments, each member will need to be set up as a supplier in our Finance system (Oracle Fusion). To achieve this, the following information is required:
- a. Supplier Name – this *must* be the same entity / individual that will be submitting invoices
 - b. Street Name
 - c. Suburb
 - d. Town / City
 - e. Post Code
 - f. Phone number
 - g. Email address for remittance advice / purchase orders – please state if these are different
 - h. New Zealand Business Number – if applicable
 - i. New Zealand GST Number
 - j. Proof of Bank account – this needs to be in the form of a pre-printed deposit slip or an internet banking screen shot – either need to show the supplier name, bank account number and bank logo. If the name differs on the bank account, supporting documents are required to establish the identity (i.e. marriage certificate).
26. Please forward this information (along with Proof of Bank Account) as soon as practical to: gavc.procurement@education.govt.nz. Our support team will work with Finance to complete this set up.

Submitting an invoice

27. Some members will be familiar with the Ministry's accounts payable process. In order to receive payment, you will need to submit an invoice to GAVC Procurement using the email address above. Expenses and time need to be invoiced separately as they are processed differently.
28. You will find appropriate advice regarding minimum requirements for invoicing here: <https://www.classic.ird.govt.nz/gst/work-out/work-out-records/records-tax/tax-info/tax-info.html>
29. A basic invoice template is available for those who are GST exempt. Ensure when submitting invoices for expenses, all receipts /proof of purchase are attached.

Tax on fees

30. You are responsible for all your Inland Revenue tax obligations. Taxation matters depend on your personal circumstances. A payment of fees is in most cases classified as "payments of company directors' fees, examiners' fees, honoraria, and other payments" and is subject to GST. You should seek professional tax advice or contact Inland Revenue if you have any questions or concerns about your taxation status.

Disclosure

31. The Ministry of Education will need to disclose group fees and other benefits – as part of its annual reporting. The level of disclosure by the Ministry will reflect public accountability requirements.