

By signing up to Pause Breathe Smile Professional Learning and Development Training (“the Training”), an authorised representative for your school is required to accept the following terms and conditions on behalf of your school.

1. GENERAL TERMS AND BACKGROUND

1.1. Accepting these terms and conditions allows the Pause Breathe Smile Trust (“the Trust”) to maintain the commercial sensitivity, fidelity and integrity of the Training and the evidence-based Pause Breathe Smile programme (“the Programme”).

1.2. The Training is a three-part training pathway as follows:

1.3. Part One

1.3.1. The Breathe Online Mindfulness course. This consists of six videos that are approximately 30 minutes in duration. These videos are self-paced and available 24/7.

1.4. Part Two

1.4.1. A one-day in-house teacher-only training workshop. The Trust shall provide a professionally trained Facilitator to deliver the workshop. The funding does not cover the cost of catering for the workshop. However, most schools elect to provide lunch for all workshop participants and the Facilitator. At the very least we request the host school please provide lunch for the Facilitator as they have often travelled from afar making it difficult for them to bring their own lunch.

1.5. Part Three

1.5.1. Online Pause Breathe Smile tutorial videos and additional online resources.

1.6 Part 1 of the Training is delivered under license from the Mindfulness Education Group and Parts 2 and 3 of the Training, and the Programme, is delivered under license from the Mental Health Foundation of New Zealand. The Trust’s Facilitators are the only qualified trainers holding the license to teach the Training.

1.7 Educators from participating schools may not deliver the Training to any person/s, school, partnership, organisation, company, or any other entity whatsoever, except for those recipients authorised by the Trust, being the School’s Learners. The Trust’s Facilitators are the only qualified trainers holding the license to teach the Training.

1.8 These Terms and Conditions are subject to change. Any updates made to these terms and conditions will be notified via the Trust’s regular newsletter and on the Trust’s website. Please check these on a regular basis.

1.9 The Trust understands and agrees that they are required to comply with the provisions of the Privacy Act 2020.

2. ELIGIBILITY

2.1 The Funding for the Training, which is provided by Southern Cross, is only available to schools catering to students in years 0-8.

2.2 The Funding provided covers the training costs only for qualified Educators within the School, who have a direct relationship with the School’s Learners. Qualified Educators include registered teachers, school



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leadership, teacher aides, school counsellors (employed by the school). The Trust will consider including those whom the schools also considers to be Educators within the school, but who are not listed here, on a case by case basis.

- 2.3 The Funding does not include the cost of any Educator's classroom release time (if applicable) and does not include the cost of training for other education and/or health professionals not directly employed by the host school unless by prior written arrangement with the Trust.
- 2.4 Under certain conditions, and at the discretion of the Trust, school administration staff may be allowed to complete the Training provided that their place on the Training does not exclude an eligible Educator's place on the Training. The decision whether such placement is free of charge or for a nominal cost recovery will be made solely by the Trust on a case-by-case basis, dependant on circumstances.

3. THE SCHOOL'S RESPONSIBILITIES AND OBLIGATIONS

3.1 The School shall take a whole-school approach to the Training and implementation of the Programme, or at a minimum a whole syndicate approach to training, for example, the whole junior school, where Year 7 and 8 students attend within a College.

3.2 The School understands and agrees:

- 3.2.1 that the Trust requires a minimum number of ten (10) participants per workshop, with a usual maximum of forty (40) participants, unless otherwise agreed by prior arrangement with the Trust; and
- 3.2.2 that all Educators signing up for the Training are required to complete all three parts of the Training; and
- 3.2.3 that Educators cannot obtain a copy of the Educator's Handbook or access to Part Three of the Training (online resources) without having completed all parts of the training; and
- 3.2.4 to complete the wellbeing evaluation process, which helps the Funder gauge the value of their support; and
- 3.2.5 that data from the wellbeing evaluation process may be published in academic research articles (guided by privacy and ethics protocols) from time to time; and
- 3.2.6 that data from the wellbeing evaluation process may be used in marketing materials, including social media, to tell the story of Pause Breathe Smile from time to time; and
- 3.2.7 that they are required to let the Trust know if or when the School stops implementing the Programme; and
- 3.2.8 that when the Facilitator arrives at the School to deliver the Training, the School is required to discuss health and safety plans with the Facilitator including, but not limited to, identifying the fire exits, assembly points, earthquake procedures, pandemic requirements, and other identified hazards; and
- 3.2.9 that they are required to provide all the Educator's names, roles or positions, and email addresses to the Trust's School's Coordinator, a minimum of four weeks prior to Part 2 of the Training commencing (being the Teacher Only Day Workshop), so that the Trust may provide each teacher with access to the online learning and resources; and
- 3.2.10 that anyone who completes the Training can deliver the Programme to the School's Learners, but they are precluded from training other Educators in the delivery of the Programme; and



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- 3.2.11 that anyone who completes the Training is precluded from sharing the Trust's resources training materials, and/or any other Intellectual Property with any other teachers, educators, professionals, person/s, school, partnership, trust, organisation, company, or any other entity whatsoever except for the authorised recipient School's Learners; and
- 3.2.12 that passwords for the Trust's online resources accessible through a teacher's own account cannot be shared with others; and
- 3.2.13 that the Training cannot be used outside of a New Zealand Year 0-8 school classroom setting; and
- 3.2.14 that the Trust reserves the right to include eligible educators from other schools to join the host school for Part 2 of the Training (being the Teacher Only Day Workshop).

4. POSTPONEMENT AND CANCELLATION POLICIES

- 4.1 If either party are unable to proceed with Part 2 of the Training (being the Workshop), because of circumstances out of their control, they shall use their best endeavours to let the other party know a minimum of seven (7) days in advance. In such circumstances the Parties shall communicate constructively with each other to reschedule Part 2 of the Training.
- 4.2 The Parties acknowledge that unforeseen and extraordinary circumstances may arise within seven (7) days of the agreed upon date that prevent either party from fulfilling their commitments to delivering Part 2 of the Training (for example sudden illness of a Facilitator, possible lockdown restrictions resulting from COVID-19 etc). In such instances, the Parties will liaise in good faith to reschedule a new date for Part 2 of the Training.
- 4.3 As a standard condition it is not possible for a school to change the date for Part 2 of the Training (the Teacher Only Day Workshop) once it has received a booking confirmation from the Trust. Under exceptional circumstances however, if the school needs to change the date of the workshop, they must contact the Trust a minimum of four weeks prior to the booked date to see if this is possible. The Trust makes no guarantees that this will be possible, however if the date can be changed the school agrees to pay a change fee of \$495 to the Trust, unless this fee is otherwise waived by the Trust. The change of date fee represents the equivalent of one full fee paying participant and is a contribution towards the costs incurred by the Trust in preparing for the Training.
- 4.4 If a School wishes to cancel the Training in its entirety (i.e. Parts 1, 2 and 3), a minimum of four weeks-notice prior to the scheduled date for Part 2 of the Training is required. In such instances, the School accepts that the Trust will revoke all access to the online resources already provided to the School and agrees to pay a cancellation fee of \$990 to the Trust, unless this fee is otherwise waived by the Trust. The cancellation fee represents the equivalent of two full fee paying participants and is a contribution towards the costs incurred by the Trust in preparing for the Training and will assist the Trust to use their allocated Funding to provide Training to as many eligible recipients as possible.

Agreement to these Terms and Conditions

Tick box to accept and attest that I [Name] _____ have authority as
[Position] _____ to agree to these Terms and Conditions on behalf of
[School] _____ on [Date] _____