

SETTLEMENT AGREEMENT UNDER THE HUMAN RIGHTS ACT 1993

BETWEEN

IHC New Zealand Incorporated

Plaintiff

AND

the Minister of Education

AND

the Ministry of Education

Respondent parties

DEED OF SETTLEMENT

11 December 2025

THE PARTIES RECORD AND COVENANT AS FOLLOWS:

PARTIES

IHC New Zealand Incorporated (**IHC**)

The Minister of Education (**Minister**)

The Ministry of Education (**Ministry**)

RECITALS

- A. IHC is an incorporated society providing advocacy and support services to persons with disabilities, and promoting human rights, inclusion and welfare for all persons living with intellectual disabilities.
- B. The Ministry and the Minister have the responsibilities for the delivery of the New Zealand public education system that are set out in the Education and Training Act 2020.
- C. In 2008, IHC made a complaint to Te Kāhui Tika Tangata I the Human Rights Commission (**Commission**) alleging systemic discrimination against disabled children in the education system (**Complaint**).
- D. On 26 September 2012, IHC initiated proceedings in the Human Rights Review Tribunal (**Tribunal**) regarding the matters in the Complaint with the case number HRRT 024/2012 (**Claim**).
- E. IHC and the Ministry have been in active discussions since 2022 seeking to resolve the Claim. The Minister has supported these discussions and, jointly, the Parties agree there is a strong commitment from all Parties to provide a quality education for all students in New Zealand, including those with disabilities.
- F. As a result of positive and good faith discussions over a number of years, the Parties have agreed to settle the Claim on a full and final basis on the terms set out in this settlement agreement (**Settlement Agreement**).

TERMS OF AGREEMENT

Framework for Action

1. The Ministry undertakes to take reasonable steps within its statutory functions and powers to give effect to the obligations in each element of the Framework for Action appended to this Settlement Agreement as Appendix 1.
2. For the avoidance of doubt, the Parties agree that no specific timing obligations attach to the completion of the obligations in the Framework for Action, except as otherwise agreed in accordance with clauses [4] – [10].
3. The Parties agree to continue to work in good faith with each other for the performance of this Settlement Agreement and the implementation of the Framework for Action.

Stakeholder group

4. No later than three months after the date this Settlement Agreement is executed, the Ministry shall establish a stakeholder group responsible for monitoring the implementation of the Framework for Action (**Stakeholder Group**).
5. The Parties agree to work together in good faith on the establishment of the Stakeholder Group. IHC will have two permanent members of the Stakeholder Group, one of whom will chair the Stakeholder Group. Other members will be chosen following an expression of Interest (**EOI**) process. The Ministry will run the EOI process and select members following consultation with the Chair. The membership term will be three years. After three years, another EOI process may be run. Members may be appointed to a second term.
6. The Ministry will use its best endeavours to ensure that the Stakeholder Group includes representatives from the following groups:
 - 6.1 Disabled people;
 - 6.2 Tangata whaikaha Māori;
 - 6.3 Whānau of disabled learners;
 - 6.4 Disability education advocacy groups; and
 - 6.5 A member from Pacific communities.

7. In the event, following the establishment of the Stakeholder Group, representatives leave the Stakeholder Group, and the Stakeholder Group no longer includes members from every class in clause [6] above, the Ministry will within six months secure necessary replacements to rectify the lack of adequate representation.
8. The Stakeholder Group shall have a terms of reference. The Parties agree to collaborate in good faith and to confirm collectively the terms of reference prior to the Stakeholder Group's establishment.
9. The Parties agree that the Ministry will engage with the Stakeholder Group:
 - 9.1 On a regular and predictable schedule;
 - 9.2 On all elements of the Framework for Action, including where the update is that no progress has been made on one element;
 - 9.3 In a manner which permits and encourages feedback on the Ministry's progress; and
 - 9.4 In a manner which provides responses to the feedback of the Stakeholder Group.
10. The Stakeholder Group will operate for six years from the date of its establishment in 2026 to the relevant date in 2032. However, following the expiry of the latter date, the life of the Stakeholder Group may be renewed at the Ministry's discretion, following consultation with IHC, for a period of time that the Ministry considers to be appropriate.

Media announcement

11. The Parties agree to work together collaboratively, including via their respective Communications Teams, to jointly draft and release an agreed media statement (**Media Announcement**). This will occur either at any signing of this Settlement Agreement or as soon as practicable thereafter.
12. Representatives from each of the Parties shall be entitled to make further comment to the media provided all comments made are consistent with the agreed text in the Media Announcement and with the manner and spirit in which

this Settlement Agreement has been reached in good faith. In making further comments to the media, the parties will:

- 12.1 provide the other party with reasonable notice of the contents of the proposed comment; and
- 12.2 insofar as reasonably practicable, consider any requests to amend the contents of the proposed comment, prior to release.

Decision making

- 13. The Stakeholder Group will be an advisory body. Its advice will not be binding. In the event that the group, following discussion, reaches a consensus view on a matter concerning the monitoring of the implementation of the Framework for Action that differs significantly from that of the Ministry, the views of the group shall be conveyed to the Minister by way of a summary appended to the relevant Ministerial advice.

Confidentiality

- 14. Stakeholder Group members who represent the voices of their disability groups and communities may share information with their networks unless the Ministry, or another member, specifies that the information is confidential.
- 15. If the information is confidential, members of the Stakeholder Group will maintain this confidence and will not disclose this information to any person.

Discontinuance

- 16. No later than two working days following the execution of this Settlement Agreement, IHC will file a Notice of Discontinuance in the Tribunal, withdrawing the Claim with no issue as to costs.

Full and final settlement

- 17. This Settlement Agreement is in full and final settlement of any and all issues, claims, entitlements, and/or rights, known or unknown, between the Parties in any way arising out of or relating to the events leading up to the Claim or the Complaint.

18. This Settlement Agreement prevents IHC from bringing proceedings against the Crown, directly or indirectly, in any court or tribunal regarding the Complaint, the Claim or any matters arising out of or relating to the events leading up to the Complaint, save that it may file proceedings to enforce this Settlement Agreement if required and in accordance with the dispute resolution provisions set out below in clause [19].

Dispute resolution

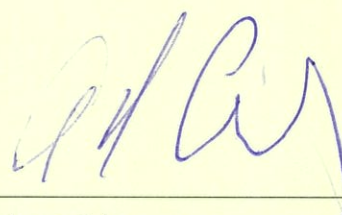
19. In the event of any dispute, controversy, or claim arising out of or in connection with the interpretation and/or implementation of this Settlement Agreement (**Dispute**) (which, and for the avoidance of doubt, relates only to this Settlement Agreement as a matter of contract and not any aspect relating to the Claim), the Parties agree to use their best endeavours to resolve the Dispute promptly and in good faith through direct negotiations in accordance with the following process:
- 19.1 All Parties shall be served written notice, either through legal counsel or at their respective registered addresses for service, of the alleged breach (**Breach Notice**).
- 19.2 Parties shall have no less than six weeks to respond to a Breach Notice in writing by serving it on all other Parties, through legal counsel, or at their respective addresses for service (**Response**).
- 19.3 If the Dispute is not resolved within six weeks of service of the Response, the Parties shall attend a mediation with an agreed mediator. If the Parties are unable to agree on a mediator, they shall ask for one to be provided by either the Commission or The Arbitrators' and Mediators' Institute of New Zealand.
- 19.4 Each Party shall bear its own costs of mediation, and the costs of the mediator shall be shared unless otherwise agreed.
- 19.5 Unless expressly agreed otherwise in writing, the Parties shall continue to perform their respective obligations under this Settlement Agreement while any Dispute is being resolved under this clause.
- 19.6 All discussion and documents exchanged in the course of dispute resolution under this clause shall be on a without prejudice basis.

19.7 Only after all steps in this clause have been completed and the Dispute has not been resolved may a Party to this Settlement Agreement file proceedings in any court or tribunal.

20. For the avoidance of doubt, nothing in this Settlement Agreement is intended to confer any actionable benefit or expectation on a third party or impose any obligation on a third party. The Parties agree that nothing in this Settlement Agreement creates a right for third parties to bring proceedings for a breach of this Settlement Agreement, including in relation to the obligations in the Framework for Action appended to this Settlement Agreement as Appendix 1.

EXECUTED as a deed

SIGNED for and on behalf of IHC New Zealand Incorporated:



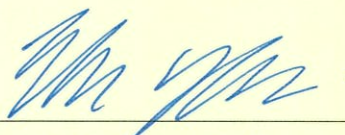
Andrew Crisp
Chief Executive

SIGNED for and on behalf of the Minister of Education:



Hon Erica Stanford
Minister of Education

SIGNED for and on behalf of the Ministry of Education:



Ellen MacGregor-Reid
Secretary for Education

Zoe Yvonne Nathan
Solicitor
Wellington



Signature of witness

Zoe Yvonne Nathan

Name of witness

Solicitor

Occupation of witness

Wellington

City/town of residence

Appendix 1

FRAMEWORK FOR ACTION: A QUALITY EDUCATION FOR ALL

The Ministry will take the following steps:

1. **Investigate options for enhanced, more regular and transparent reporting of data about disabled students by schools and report to the Stakeholder Group on the outcomes of that investigation.** The options explored will include enhanced requirements for Boards of Trustees to report annually to the Ministry on the school experiences of disabled students, including data on the presence, participation and achievement of disabled students, accommodations required for equitable access to education and school life, workforce capacity to teach diverse students, and school capacity and capability to provide them with a quality education. The goal of this investigation is that students will be visible in all reporting, including system-wide indicators used to monitor and report on the performance of the education system, and this information will be appropriately aggregated and disaggregated.
2. **Improve data collection by the Ministry.** The Ministry will collect prevalence data on students requiring accommodations and specialist support services to learn. The Ministry will use that data and actual accommodation costs to inform education policies, resource frameworks, plans, and programmes. All disabled students will be subjects of aggregated and disaggregated data collection so that an up-to-date database is available to guide the resourcing and policy framework, which is regularly reviewed, monitored, and adjusted annually.
3. **Investigate alternative funding structures for disabled students and report on the outcomes of that investigation.** The Ministry will reconsider all disability education funding sources in respect of effectiveness, impact, and consistency with disabled students' rights to reasonable accommodation and accessible learning environments. The goal of the investigation is that there will be an emphasis on earlier investment in disabled students' education and wrap-around support, to ensure students have the correct individualised support for participation and learning in place for as long as needed.
4. **Improve access to specialist support services.** The Ministry will take steps to improve access for schools and disabled students to timely and evidence-based specialist support services (communication, behaviour, and other specialists) by addressing current workforce supply issues and inter-professional relationship issues.
5. **Collaborate with other systems stewards.** The Ministry will take steps to collaborate with other education system stewards including the Teaching Council and the Education Review Office to identify and jointly address concerns related to system quality and performance in respect of the enrolment, participation, learning, and achievement of disabled students.

In particular, the Ministry will work with the Teaching Council to take steps to facilitate:

- a. initial teacher education core pedagogy programmes that build teacher capability and confidence in teaching diverse learners; and
 - b. teaching standards for registration, teacher and principal mentoring, and accreditation processes that include the need to demonstrate evidence of effective teaching and monitoring of the achievement of diverse learners.
6. **Ensure the curriculum reflects and includes all learners.** The national curriculum will be responsive to the needs of all learners. In alignment with Action 1, the Ministry will take steps to support ongoing monitoring and reporting on the learning achievement of all disabled students. This will include those learners working at a different level of the curriculum to their same-aged peers.
 7. **Enable accessible infrastructure.** The Ministry will take steps to enable schools to be in a position to provide the physical accommodations (including technology and access) needed by its students. The Ministry will develop a transparent method for monitoring accessibility and accommodations provided.
 8. **Investigate the learning and life impacts of, and alternatives to, specialist schools and report on the outcomes of that investigation to the Stakeholder Group.** The Ministry will investigate the broad resourcing and equity impacts of a dual system in which mainstream and special education systems are both sustained.
 9. **Investigate the impacts policy settings, including deficit-based funding, have on attitudes of ableism and report on the outcomes of that investigation to the Stakeholder Group.** Specifically, the Ministry will consider the impact of a deficit-based approach on the way that disabled students feel about themselves and how other students and educators perceive them.