Te Ohu Whakahaere Academic Quality - 3 April 2024

03 April 2024 11:00 AM

Age	nda Topic	Presenter	Time	Page
Karak	<u>kia tīmatanga</u>			3
1.	Administration		11:00 AM-11:05 AM	4
	1.1 <u>Te ohu whakahaere membership</u> 2024			4
	1.2 <u>Minutes of previous meeting - 7</u> March 2024			5
	RECOMMENDATION: THAT Te Ohu Whakahaere Academic Quality approve Academic Quality held 7 March 2024.	, as a true and accurate r	record, the minutes of the Te Ohu Wha	akahaere
	1.3 <u>Action List</u>			9
role the	Register of Interests ers must declare any agenda items where a conflict arise ey are usually employed in, or any private or other extern t of that item.			
	Workplan 2024 MMENDATION: Te Ohu Whakahaere Academic Quality approve the Te C) Dhu Whakahaere Academ	11:05 AM-11:10 AM	11
4. RECO THAT a. Rec feedba b. Disc	Entry Requirements project document MMENDATION: Te Ohu Whakahaere Quality: eives the report titled 'Review of draft Entry Requirement	F. Moyer s Framework and draft Er ramework to the network	11:10 AM-11:25 AM htry Requirement Framework with EQI as a resource; and	12 MF
THAT	Degree Monitoring documents MMENDATION: Te Ohu Whakahaere Quality: eive the report titled 'Beview of degree monitoring related	D. Young	11:25 AM-11:40 AM	20

a. Receive the report titled 'Review of degree monitoring related documents';

b. Approve the resources to be distributed across the Te Pūkenga network and uploaded to Te Whare, the Te Pūkenga intranet.

6. <u>Annual review of national academic policies</u> F. Moyer

RECOMMENDATION:

THAT Te Ohu Whakahaere Quality:

a. Receive the report titled 'Annual Review of national academic policies' and the reviewed policies:

- Te Pūkenga Assessment Policy
- Te Pūkenga Moderation Policy
- Te Pūkenga Ākonga Concerns and Complaints Policy
- Te Pūkenga Ākonga Appeals Policy
- Te Pūkenga Continuous Quality Improvement Policy; and
- b. Note that the minor updates to the following national policies will be approved by for release to the network by one of the Co-Chairs
- of Te Ohu Whakahaere Academic Quality, subject to incorporation of any feedback from Te Ohu:
- Te Pūkenga Assessment Policy

• Te Pūkenga Moderation Policy

- Te Pūkenga Continuous Quality Improvement Policy; and
- c. Recommend to Te Poari Akoranga to approve the following policies, subject to incorporation of any feedback from Te Ohu:
- Te Pūkenga Ākonga Concerns and Complaints Policy

Te Pūkenga Ākonga Appeals Policy

7. General Business

8. Next meeting

12:30pm, Wednesday 8 May 2024

Karakia whakakapi

110

11:40 AM-11:55 AM

76

Karakia timatanga

Tēnā tātou here are some useful phrases you can use to introduce opening karakia next time you are asked to lead it.

Māku e huaki te wānanga nei. I'll open our shared space.

Kia huakina te wānanga nei ki te karakia.

May our shared space be opened with karakia.

Kāti anō kia karakia e manawa ora ai te wānanga nei.

It's only fitting that we begin with karakia so we may strengthen our shared space together.

Karakia tīmatanga Opening incantation

Whakarongo rā e Rongo ki Te Pūkenga te manawa nei ki te rongo taketake, te whiwhia, te rawea te whiwhi-ā-nuku whiwhi-ā-rangi i takea mai i te kāhui o ngā ariki. kia tūturu ka whakamau ai kia tina, Tīna! (everybody) Hui e? Tāiki e!

Listen o Rongo to Te Pūkenga offering gratitude for the peace and harmony that allows us to enjoy he gifts of the earth and the heavens bequests of a higher order. And bind it firmly, firmly! Do we all concur? We concur! When someone has led karakia to open a hui, it is seen as respectful for someone else to then thank them for carrying out that duty. Here are some mihi to the kaikarakia you can try next time.

Tēnā koe i tō karakia mai. Thank you for delivering karakia.

Ka nui te mihi o te manawa ki a koe, i tō karakia mai.

With heartfelt gratitude, thank you for delivering karakia.

Kia waiho mā ēnei kupu e kawe atu te whakamiha ki a koe, i tō karakia mai. Nāu oti, e manawa ora nei te wānanga.

May these words convey my sincerest appreciation to you for delivering karakia. Because of you, our shared space is now strengthened.

💓 Te Pūkenga

Name	Role	Meeting dates
Deb Young	Co-Chair	Thurs 7 March
Fionna Moyer	Co-Chair	Wed 3 April
Greg Durkin	Member	Wed 8 May
Carmel Haggerty	Member	Wed 5 June
Gianetta Lapsley	Member	Wed 10 July
Sue Roberts	Member	Wed 11 September
Joan Taylor	Member	Wed 9 October
Caroline Terpstra	Member	Wed 6 November
Fiona Campbell	Member	
Malama Saifoloi	Member	

Te Ohu Whakahaere Quality

Minutes for Te Ohu Whakahaere Academic Quality - 7 March 2024

07/03/2024 | 09:00 AM - Auckland, Wellington New Zealand Standard Time

Attendees (6)

Deborah Young; Annemarie Gillies; Caroline Terpstra; Fiona Campbell; Joan Taylor; Sue Roberts

In attendance:

Louise Courtney (Governance Advisor, minutes)

Agenda

Karakia tīmatanga

The hui | meeting opened with karakia lead by F. Moyer at 9:02am.

Administration

Apologies were received from C. Haggerty, G. Durkin, G. Lapsley and M. Saifoloi for absence.

Te ohu whakahaere membership 2024

The ohu whakahaere noted the membership.

Minutes of previous meeting - 8 November 2023

RESOLVED: (D. Young / J. Taylor)

THAT Te Ohu Whakahaere Academic Quality approve, as a true and accurate record, the minutes of the Te Ohu Whakahaere Academic Quality held 8 November 2023.

CARRIED

Action List

Action items that can now be closed:

- Actions related to the ohu workplan.
- Adding Reporting from Te Poari Akoranga as a regular item on the ohu agenda.

Action items that are on-going:

- 1907-6 The template for an approval process will be brought back to a future meeting to assess how the process can align to the decentralisation of vocational education.
- 1204-7 Entry Requirements project document to be added to the April 2024 meeting to discuss next steps.

Te Ohu Whakahaere Quality minutes - 7 March 2024 | 1

ACTION: 1204-7 Entry Requirements project document. Has been completed but hasn't gone through any process. Add to the Ohu's April 2024 meeting to discuss next steps. (Assignee(s): Fionna Moyer; Due Date: 03/04/2024)

ACTION: Template for approval process: Bring back to future meeting. Assess what can be taken forward, possibly align processes. (Assignee(s): co-chairs; Due Date: 08/05/2024)

Register of Interests

The Register of Interests was noted.

Workplan 2024

The Chair noted the workplan would need to be updated as the year progressed.

RESOLVED: (F. Moyer / F. Campbell)

THAT Te Ohu Whakahaere Academic Quality approve the Te Ohu Whakahaere Academic Workplan for 2024, noting that will require updating as the year progresses and subject to editorial changes. **CARRIED**

ACTION: Add working groups update and other projects to workplan. (Assignee(s): Governance Advisor; Due Date: 03/04/2024)

Terms of Reference review 2024

The Chair noted that the terms of reference (ToRs) for Te Poari Akoranga have been updated to align with Minister's Letter of Expectations, and so all the ohu whakahaere ToRs were being reviewed as well.

The following updates to the ToRs were requested by the Ohu:

- 2. Ngā Tikanga | Purpose / Scope
 - (b) amend the sentence to include: ...relating to delivery, learning and learners...
 "To ensure quality improvement by overseeing and monitoring the consistent application of the quality assurance system, including developing and recommending to Te Poari Akoranga approval of policies *relating to delivery, learning and learners* and operating procedures."
 - Replace *developing* with *reviewing*.
- 4. Membership
 - i) Change to Ako Excellence Director
 - ii) It was clarified that Kaiārahi | Director Māori roles still existed within business divisions and that retaining the role was still relevant.
 - v) Remove Learner membership requirement. The Ohu noted that it had been difficult to fill this role.

Te Ohu Whakahaere Quality minutes – 7 March 2024 | 2

RESOLVED: (F. Moyer / C. Terpstra)

THAT Te Ohu Whakahaere Academic Quality:

a. Review the proposed changes to 'Te Ohu Whakahaere Academic Quality Terms of Reference 2024' and provide feedback on these; and

b. Recommend to Te Poari Akoranga:

i) to approve the revised 'Te Ohu Whakahaere Academic Quality Terms of Reference' subject to inclusion of any feedback provided.

ii) that members whose terms are due to finish in April and May 2024 are extended for another to April and May 2025 respectively, namely Deborah Young, Fionna Moyer, Greg Durkin, Carmel Haggerty, Gianetta Lapsley, Caroline Terpstra and Joan Taylor.

CARRIED

Memo to Te Ohu Whakahaere Academic Quality - Te Pūkenga Moderation

The Kaikōkiri - Director Academic Quality noted that the moderation document would require amendment to align with the Minister's Letter of Expectations.

The Ohu queried what feedback had been received from the organisation. While there had been no specific feedback, staff monitoring the online resources advised that the resources had been accessed.

RESOLVED: (F. Moyer / D. Young)

THAT Te Ohu Whakahaere Academic Quality:

a. Approves the Te Pūkenga Moderation: 'Which resources do you need?' subject to minor amendments.

b. Notes that this accompanies the Moderation transition and Implementation resources approved by Te Ohu Whakahaere Academic Quality at its hui of 8 November 2023.

CARRIED

ACTION: Add review of Te Pūkenga Moderation resources to June/July agenda. (Assignee(s): co-chairs, Governance Advisor; Due Date: 10/07/2024)

ACTION: Re: Te Pūkenga Moderation resources, send reminder from Ohu to the network for feedback for review at the Ohu's July 2024 hui. (Assignee(s): Te Ohu; Due Date: 05/06/2024)

ACTION: F. Moyer to follow up adding feedback link to resources in order to better track use/impact of resources. (Assignee(s): Fionna Moyer; Due Date: 03/04/2024)

Te Kawa Maiorooro

The Kaikōkiri - Director Academic Quality outlined the changes to align with the Minister's Letter of Expectations as well as other changes that were identified in the process.

RESOLVED: (F. Moyer / D. Young)

THAT Te Ohu Whakahaere Academic Quality receive the report title 'Te Kawa Maiorooro Update'.

Te Ohu Whakahaere Quality Self-Assessment 2023

The Chair noted the amount of work achieved over the year and that thought would need to be given how on how well the Continuous Quality Improvement could be transitioned to the business divisions as Te Pūkenga is disestablished.

RESOLVED:

THAT Te Ohu Whakahaere Academic Quality receive the Te Ohu Whakahaere Quality 2023 Annual Report.

CARRIED

Next meeting

10am, Wednesday 3 April 2024.

Karakia whakakapi

Meeting closed at 10:01am.

Consolidated actions									
	Report generated 25/03/2024								
MEETING DATE STATU DUE DATE ACTION ITEM		ASSIGNEES	SECTION	NOTES					
01/08/2023	Overdue	13/07/2023	F Moyer and D Young to identify the template approval process for these documents.	co-chairs	1907-6 (Working Groups)	Bring back to future meeting. Assess what can be taken forward, possibly align processes. March 2024, LC. July 2023.			
08/11/2023	Overdue	10/11/2023	Action 08112023.2: members to add feedback directly into the draft Unified Programme document by 10 November.	Te Ohu	7. Unified Programme Governance				
07/03/2024	Pending	03/04/2024	1204-7 Entry Requirements project document. Has been completed but hasn't gone through any process. Add to the Ohu's April 2024 meeting to discuss next steps.	Fionna Moyer	Action List	Has been completed but hasn't gone through any process. March 2024, LC.			
07/03/2024	Pending	03/04/2024	F. Moyer to follow up adding feedback link to resources in order to better track use/impact of resources.	Fionna Moyer	Memo to Te Ohu Whakahaere Academic Quality - Te Pūkenga Moderation				
07/03/2024	Pending	08/05/2024	Template for approval process: Bring back to future meeting. Assess what can be taken forward, possibly align processes.	co-chairs	Action List				
01/08/2023	Pending	None	 The members are invited to provide feedback/comments/ideas directly in the document(s) provided which are also stored in te ohu Teams channel. 	Te Ohu	1204-7 (Entry requirements project document)	Bring to next hui to discuss next steps. March 2024, LC. May 2023 – on-going			
01/08/2023	Pending	None	2.F Moyer will add the project to the Quality work plan.	Fionna Moyer	1204-7 (Entry requirements project document)	Bring to next hui to discuss next steps. March 2024, LC. May 2023 – on-going			

Te Ohu Whakahaere Academic Quality Register of Interests

As at 5 March 2024

Name	Interest	Nature of Interest
Deborah Young Co-Chair	Te Pūkenga staff member	Director Ako Excellence
Fionna Moyer Co-Chair	Te Pūkenga staff member	Kaikōkiri Director Quality
Carmel Haggerty Member	Whitireia and WelTec	Head of School, Te Kua Hauora
Caroline Terpstra Member	Otago Polytechnic	Director, Academic Excellence Te Kaihāpai
Fiona Campbell Member	Manukau Institute of Technology	Academic Quality Assessor
	Chester Grey Chartered Accountants	- Shareholder - Director
Gianetta Lapsley Member		
Greg Durkin Member		
Joan Taylor Member	NorthTec	Academic Registrar
Malama Saifoloi Member		
Sue Roberts Member	Connexis Infrastructure Training and EarnLearn	Group Manager, Learning Solutions

Te Ohu Whakahaere Quality	Monthly	Thur 7 Mar	Wed 3 Apr	Wed 8 May	Wed 5 June	Wed 10 Jul	Wed 7 Aug	Wed 11 Sept	Wed 9 Oct	Wed 6 Nov
Te Ohu Whakahaere Terms of Reference review										
Review workplan for 2024										
Review membership of Te Ohu in line with structure changes within Te										
Pūkenga										
Entry Requirements project document										
Review of draft Entry Requirements										
Review of degree monitoring resources										
Policy reviews 2024										
				Template						
				approval						
Other projects				process						
2025 meeting dates										
Self assessment for 2024										
Working groups update										
Review policies to support Te Kawa Maiorooro										
Programme development phase process in place										
Collate and publish Te Pükenga Self-Assessment report for NZQA										
Timeframes for all phases of degree development unification										
Phase development of Programme Approval Process										
Review/Update Academic Matters Decision form										
Finalise and operationalise governance structures of academic matters										



Tā Te Pūkenga Komiti Pūrongo

Te Pūkenga Te Ohu Whakahaere Academic Quality Report

3 April 2024

Title	Review of draft Entry Requirements Framework with EQMF feedback
Provided by	Fionna Moyer, Quality Specialist, Wintec
Author	Fionna Moyer, Quality Specialist, Wintec
For	Consideration of next steps

Te Taunaki | Recommendation(s)

It is recommended that Te Ohu Whakahaere Academic Quality:

a.	Receives the report titled 'Review of draft Entry Requirements Framework and draft Entry Requirement Framework with EQMF feedback';
b.	Discuss the update and release of the Entry Requirements Framework to the network as a resource; and
с.	Approve the update and release of the Entry Requirements Framework to the network as a resource.

Te Tāhuhu Kōrero | Background

- In July 2023, Te Pūkenga Quality convened a working group of Educational Quality Managers from across the network to review the entry requirements for all products (e.g., programmes, qualifications, micro-credentials) offered by Te Pūkenga and establish a unified entry requirements framework to ensure consistency and fairness in the enrolment process.
- 2. The working group developed a framework and presented it to the October 2023 Educational Quality Managers Forum (EQMF) for feedback with the intention of developing a consultation plan and finalising the framework for wider consultation.
- Following the announcement in earlier December 2023 of the intended disestablishment of Te Pūkenga, this mahi | work was put on hold and no further work was done to incorporate the EQMF feedback into the framework document.

Te pūtake o tēnei pūrongo | Purpose of this report

The purpose of this report is for Te Ohu Whakahaere Academic Quality to review the draft framework and feedback from the EQFM and consider the value of updating and releasing the framework as a resource for the network.



Te Ahunga Ki Mua | Next steps

Subject to approval, the framework will be updated based on the feedback received from EQMF and Te Ohu Whakahaere Academic Quality and release to the network via the Educational Quality Managers Forum.

Ngā Tāpiritanga | Appendices

Appendix 1: Draft Entry Requirements Framework EQF Feedback

Te Pūkenga Entry Requirements

Standards & Exceptions

The following entry requirements standards and exceptions have been approved by TBC to enhance the ākonga journey by removing or reducing barriers to enrolment, ensure consistency with requirements and processes used across similar subjects and, maintain quality by guiding ākonga to appropriate programmes and levels of study. This document provides information to inform unified product development.

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SELECTION CRITERIA

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Academic Entry

Level	Minimum Academic Entry Requirements					
Level 1-2	Open entry					
	English language requirements apply					
Level 3	Open entry					
	English language requirements apply					
Level 4	Open entry					
	English language requirements apply					
Level 5	NCEA Level 2					
	OR	Work-Based Learning (WBL)				
	Level 3 or 4 qualification (foundation or bridging or	Levels 1- 6 are Open Entry unless				
	relevant discipline)	specified in the qualification.				
	English language requirements apply	Applicants must be employed in a				
Level 6	NCEA Level 2	role that is relevant to and enables				
	OR	them to complete the programme.				
	NCEA Level 2 which must include [plus open field]	English language requirements				
	OR	apply ¹ .				
	NCEA Level 2 with a Vocational Pathway endorsement	app.y.				
	in []					
	OR					
	Level 4 or 5 qualification (foundation or bridging or					
	relevant discipline)					
	English language requirements apply					
Level 7 (Diploma)	Relevant pathway qualification					
-	English language requirements apply					
Degree	University Entrance					
	OR Level 4 or above qualification (foundation or bridging or	· · · · · · · · · · · · · · · · · · ·				
	Level 4 or above qualification (foundation or bridging or	relevant discipline)				
	Relevant skills and knowledge acquired through approp	riata wark ar professional avpariance				
	English language requirements apply	riate work of professional experience				
Graduate Certificate or	Bachelor degree					
Graduate Diploma at Level 7	Can also specify subject areas included/excluded					
Graduate Dipiona at Level 7	OR					
	Relevant skills and knowledge acquired through approp	riate work or professional experience				
	English language requirements apply	hate work of professional experience				
Postgraduate Diploma or	Bachelor degree or Graduate Certificate or Diploma in a	similar subject				
Postgraduate Certificate at	AND/OR	Similar Subject				
Level 8	Relevant skills and knowledge acquired through approp	riate work or professional				
Bachelor Honours Degree at	experience.					
Level 8	English language requirements apply					
Master Degree at Level 9	Bachelor degree or above in a similar subject; and/or re	levant work or professional				
	experience					
	English language requirements apply					
Doctoral Degree at Level 10	Masters degree or extensive professional experience in a field relevant to their area of study,					
	for example 7 - 10 years.					

Note: .

All programmes except those with open entry to include 'or equivalent' Notes: Any prerequisite qualifications should also be listed under Academic Entry

¹ WBL International applicants in NZ Immigration Green List roles are not required to provide evidence of English language proficiency

Commented [LL1]: Have supported learning programmes in Levels 1-4 been ringfenced

NZ2853 has a criteria of diagnosed intellectual disability Commented [MD2]: For some programmes it is essential that students can read and write. In particular at L3. Suggesting: A qualification at Level 1 or above on the NZQF, with

evidence of literacy and numeracy abilities equivalent to NCEA (Level 1), or

Evidence of relevant knowledge and experience, including literacy and numeracy abilities equivalent to NCEA (Level 1).

Commented [H(3]: there are some qualifications that have a lower level qual as an entry requirement written into the qual itself e.g. 2413 hairdressing level 4. Perhaps this concept needs to be added as item G in the list below the table

Commented [LL4]: Level 4 is slightly different from levels 1-3. they can be used as entry Quals into higher level programmes.

Commented [SM5]: Open entry at Level 4 would require extra resources to support akonga success if this is not the current requirements at Level 4.

Commented [LL6]: Level 5 is essential to ensure a smooth transition through the levels for learners

Commented [SM7]: Extra resources would be required to support akonga success, if this is not the current requirements at Level 5 or 6.

Commented [FM8]: Otago ELT: ELT keen to remove barriers to entry for L5 and 6 quals - recommend Open En

Commented [MG9]: What programmes do we have that enter at L6? The entry criteria are the same as L5 - why

Commented [FM10R9]: Needs discussion

Commented [MG11]: How many of these do we have? Commented [FM12R11]: Three

Commented [MG13]: I am being controversial here - but we are not a university so we could have entry criteria the Commented [FM14R13]: Needs discussion

Commented [MD15R13]: EIT had strong feedback from Industry and Students that if we do not use UE than there

Commented [FM16R13]: Otago ELT: Recommend

consultation around removing UE and making NCEA Level Commented [LL17]: Should this be given a different title to represent national standard programme delivery?

Commented [ST18]: Side note: It would be helpful to

have a TP wide list of identified equivalencies for expedition Commented [MG19]: It can't be both if

Commented [FM20R19]: Agreed

Commented [LL21]: "or extensive professional experience" should be removed

Commented [MG22]: Why are we limiting to graduate

Commented [FM23R22]: Noted and amended

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Academic Entry Exceptions

Any requests for programmes to be included on the list of programmes with exceptions to the standard programme academic entry criteria must be approved by Te Ohu Whakahaere Approvals. Exceptions to the standard Academic Entry (above) may be allowed when:

- A. The programme is a direct pathway to a programme with higher Academic Entry, and the duration of the pathway programme is no more than 6 months.
- B. The programme has a specific level of subject knowledge required on entry that will not be taught as part of the programme.
- C. A degree has subject specific entry requirements that cannot be included in the standard entry, and where using the standard academic entry increases barriers for ākonga. For example: Level 2 te reo Māori for entry to the degree rather than a requirement for Level 3 te reo Māori.
- D. The programme is Level 4 or 5 *and* is offered to a specific group of international students where open entry is appropriate (e.g., TESOL)
- E. A regulatory body specifies Academic entry requirements.
- F. If Te Pūkenga is only accredited to deliver a programme of study and non-standard Academic entry is in the approved programme.

Special Admission and Discretionary Entry

All programmes allow for Special Admission and Discretionary Entry.

- Special Admission is for people aged 20 or above who do not meet the academic entry requirements but
 whose skills, education, work, or life experience indicate that they have a reasonable chance of success.
- Discretionary Entry is for people under 20 who do not meet the academic entry requirements but whose skills, education, work, or life experience indicate that they have a reasonable chance of success.
- Special Admission and Discretionary Entry decisions are made by the relevant Regional Domain Head.
 Applicants must meet any additional entry requirements, including English language requirements, as detailed in the programme regulations.
- When making Special Admission and Discretionary Entry decisions, the Regional Domain Head takes into
 account any formal or informal learning, personal statements, or other work or life experience to ensure the
 applicant is capable of meeting the requirements of their selected programme.
- Special Admission and Discretionary Entry requirements must be approved by Te Ohu Whakahaere Approvals.

English Language Entry

Level

Standard English Language Entry

All programmes and microcredentials, except te reo Māori, English language, and other language programmes or microcredentials, are required to have an English language competency level as an entry requirement.

NZQA Minimum English Proficiency Table

English Language Entry Requirements

Commented [ST24]: Not sure why there's a list? Surely any excptions get approved and the programme regs detail what has been approved. What is the purpose of the list?

Commented [SM25]: We found this statement unclear, could this be clarified.

Commented [ST26]: The purpose of entry criteria is to ensure akogna have a reasonable chance of success. If we are going to introduce lower entry criteria on the basis of removing barriers, how is the success of these learners going to be supported? And if, a lower entry criteria is okay why not just standardise?

Commented [ST27]: Include an additional criteria "in exceptional circumstances and with approval of xxx, criteria other than the above ...

Commented [LL28]: What about registration board requirements for entry?

Commented [SM29]: Assume this can be delegated for a fast decision? What if you have not been allocated a region (online distance learning) who will this be delegated to?

Commented [LL30R29]: I support this comment

Commented [ST31]: Suggest clarifying this so that it's clear that all non-academic criteria must be met

Commented [ST32]: Not clear why this would be included given the authority is vested in the Regional Domain Head (point 3 above)

Commented [GL33R32]: For consistency at a macro level (doesn't refer to each individual case of application under Special Admission/Discretionary Entry).

Commented [MG34]: This is an additional requirement for WBL - do we need to call it out and have a plan for how it will be implemented?

Commented [FM35R34]: Operation

Commented [ST36]: Suggest removing this table and link directly to NZQA Rule 22 table because: - it changes from time to time - this table is focussed on IELTS but there are many options

Page **3** of **6**

Level 1-2	Evidence of English language proficiency may be assessed on a case
	by case basis
Level 3	General or Academic score of 5.0 with no band score lower than 5.0
Level 4	General or Academic score of 5.5 with no band score lower than 5.0
Level 5	Academic score of 5.5 with no band score lower than 5.0
Level 6	Academic score of 6.0 with no band score lower than 5.5
Level 7 (Diploma)	Academic score of 6.0 with no band score lower than 5.5
Degree	Academic score of 6.0 with no band score lower than 5.5
Graduate Certificate or Graduate Diploma at Level 7	Academic score of 6.0 with no band score lower than 5.5
Postgraduate Diploma or Postgraduate Certificate at Level 8	Academic score of 6.5 with no band score lower than 6.0
Bachelor Honours Degree at Level 8	
Master's Degree at Level 9	
Doctoral Degree at Level 10	

Standard English Language Statements

Programme Document

All applicants (international and domestic) for whom English or te reo Māori is not a first language need to provide evidence that they have the necessary English language proficiency required for the programme (refer Rule 22 and Appendix, <u>NZOA Rules</u> for recognised proficiency tests and acceptable alternatives).

Applicants who do not have evidence of English language skills and are a New Zealand citizen or permanent resident, may contact Te Pükenga to discuss their options.

The required level of proficiency will be presented in programme document and/or programme regulations as follows:

Academic IELTS score of XX with no band score lower than XX from one report, or an equivalent described in NZQA Rules.

IELTS scores used must be taken from a single report and may include a One Skill Retake; IELTS scores are valid for two years from the date of the test.

If the programme IELTS are the minimum required by NZQA, include these statements: 'Note:

Domestic applicants who have completed the majority or all of their education in New Zealand are deemed to have met this requirement.

Applicants who have achieved NCEA Level 3 University Entrance requirements are not required to provide evidence of English language proficiency.'

If the programme IELTS are <u>above</u> the minimum required by NZQA, include this statement:

'Note: The English Language requirements for this programme are higher than the minimum set by NZQA, therefore; applicants who have achieved NCEA Level 3 University Entrance may be required to provide evidence of English Language proficiency.'

English Language Programmes

This statement should be added to all New Zealand Certificate of English Language programmes:

'Te Pūkenga will arrange a placement test for you to make sure that you are enrolled into the correct programme. However, if you have evidence of previous English language study or test results, we can use these. Examples of

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Commented [ST37]: better to have clear guidance - this approach has the potential to put significant extra stress/work on kaimahi in answering queries and also has the potential to lead to inconsistencies.

Commented [SM38]: Some levels allow General or Academic IELTS, so need two options for wording

Commented [SM39]: Incorporate new NZQA rules

evidence include: completion of the New Zealand Certificates in English Language, English language achievement and unit standards, and recognised international English exams'.

English Language Exceptions

Any requests for programmes to be included on the list of programmes with exceptions to the standard programme English Language entry criteria must be submitted to Te Ohu Whakahaere Approvals.

Exceptions to the standard English Language entry may be allowed when:

- A. The programme is a pathway to a programme with higher English Proficiency and the duration of the pathway programme is no more than 6 months.
- B. A regulatory body specifies English Language Proficiency entry requirements.
- C. If Te Pūkenga is only accredited to deliver a programme of study and non-standard English Language Proficiency entry is in the approved programme.
- D. Te Pūkenga cannot design the programme to ensure successful outcomes for students without a higher English Language entry level.

Alternative Entry

All programmes to include the relevant statements as below:

Open Entry programmes Do not need an 'additional requirements' section.

Youth Guarantee programmes

This programme is offered through the Youth Guarantee Scheme and is available to you if you are aged 16 to 24 years old and a New Zealand Citizen or Permanent Resident.

Level 2: Note: If you have previously achieved a Level 2 qualification, you may not be able to participate in this programme. Please contact Te Pūkenga to discuss.

Level 3: Note: If you have previously achieved a Level 3 qualification, you are not able to participate in this programme.

Dual Enrolment / Trades Academy programmes

This programme is offered for ākonga who want to study at Te Pūkenga and at secondary school, and is available to you if you are a secondary school student enrolled in Year 11, 12 or 13 and a New Zealand Citizen or Permanent Resident, or hold a visa, which allows you to be enrolled in a New Zealand secondary school.

SELECTION CRITERIA

NZQA states that "Selection processes may be used to ensure learner success, or, if the number of applicants exceeds the available places on the programme."²

Selection criteria must not be barriers to entry and must be approved by Te Ohu Whakahaere Approvals. Once ākonga have met the entry requirements for the programme, a selection process may be applied in the following situations:

² Reference: <u>Guidelines for programme approval and accreditation</u>, pg 20

Commented [SM41]: It appears the relevant statements only relate to the programmes listed below, not 'all programmes'.

Commented [SM40]: Same comment as above, we found

this statement unclear

Commented [LL42]: this is a problem for programmes such as Level 4 Health and Wellbeing, early education, that need police checks under the chidrens act

Commented [SM43]: Assume exceptions would be considered when developing the unified programme. For example current additional requirements for NZC in Pharmacy (Pharmacy Technician - Core) (L4) applicants must be employed in the industry.

Commented [LL44]: YG isn't alt entry.

Commented [ST45]: better to have clear guidance - this approach has the potential to put significant extra stress/work on kaimahi in answering queries and also has the potential to lead to inconsistencies.

Commented [ST46]: The application of selection criteria needs to carefully consider at which stage of the appcliation process it is applied. i.e. when is the decision made to accept or not (or hold of making a decision) during the application process?

This needs to be clearly stated in the regulations so admissions and enrolment staff can easily make their decisions

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- Where an external regulatory body mandates specific interpersonal attributes (e.g., good character, fitness
 for practice) for entry and these are included in the programme regulations. The processes and tools to
 implement these will be developed nationally for network-wide implementation, consistency, and equity of
 opportunity.
- Where an external regulatory body has specific regulatory requirements that must be met e.g., Children's
 Act, police vetting, and these requirements are included in the programme regulations. The processes and
 tools to implement this will be developed nationally for network-wide implementation and consistency.
- Where ākonga need to demonstrate base level proficiency to be successful in the programme of study, e.g., creative programmes. The processes and tools to implement this might include a portfolio or audition.
- Where the number of places in the programme is finite (due to a limit on resources, e.g., space, staff, placements, equipment, or consumables), and a method of offering the scarce number of places amongst a greater number of eligible applicants is required. In recognition of Te Pūkenga commitment to inclusiveness and equity, preference may be given to priority equity groups in accordance with s255(4)(b) of the Education and Training Act 2020.

Commented [MG47]: How do we judge these? Commented [FM48R47]: Case by case basis - operational matter

Commented [FM49]: Question from Megan - why would we require a portfolio if a learner has completed NCEA Level 3 art?

Commented [ST50R49]: Perhaps the programme their going into is a different type of art than that used in their NCEA L3?

Commented [LL51]: This statement could be applicable to all programmes in which case all programs would have a selection criteria and this would negate the need for open entry.

Commented [ST52]: HOW this is to occur needs to be stated clearly and unambiguously in the regulations or similar

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Tā Te Pūkenga Komiti Pūrongo

Te Pūkenga Te Ohu Whakahaere Academic Quality Report

3 April 2024

Title Review of degree monitoring related documents	
Provided by	Deborah Young, Ako Excellence Director
For	Discuss and report

Te Taunaki | Recommendation(s)

It is recommended that Te Ohu Whakahaere Quality:

a.	Receive the report titled 'Review of degree monitoring related documents'; and
b.	Approve the resources to be distributed across the Te Pūkenga network and uploaded to
	Te Whare, the Te Pūkenga intranet.

Te Tāhuhu Kōrero | Background

In 2024, various working groups were set up with members of the Educational Quality Forum. The Degree Monitoring group completed a variety of resources to support the degree monitoring process within the Industry Training Provider (ITP) business divisions. These resources could then be used by any business division to assist with their current practices, or to ensure consistency across the Te Pūkenga network.

Te pūtake o tēnei pūrongo | Purpose of this report

The purpose of this report is for Te Ohu Whakahaere Academic Quality to review and approve the degree monitoring documents to be sent out for use in the network and to be uploaded in the resources section on Te Whare.

Te Ahunga Ki Mua | Next steps

Once the resources are approved they will be distributed for use across the Te Pūkenga network and uploaded to Te Whare.

Ngā Tāpiritanga | Appendices

Appendix 1: DRAFT Degree Monitoring Resource Pack, September 2023

Appendix 2: DRAFT Frequently Asked Questions, September 2023

Appendix 3: DRAFT Self Monitoring Report Form, September 2023

Appendix 4: DRAFT - Monitoring Services - Contract for Services - Template

Pūrongo Kaunihera a Te Pūkenga | TOW Academic Quality Report – Review of degree monitoring related documents 3 April 2023 | Page 1 of 1

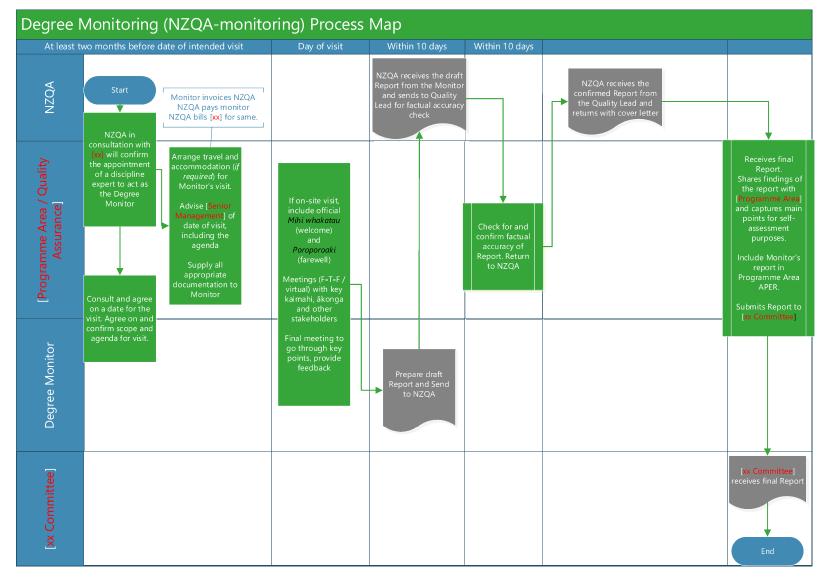


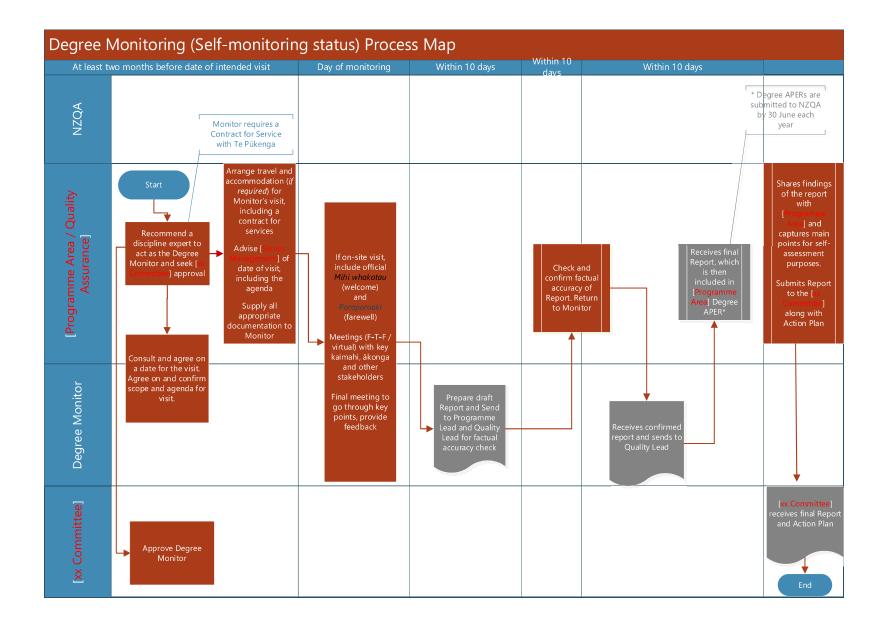
DEGREE MONITORING -Resource Pack

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Degree Monitoring - Process Maps







PRIOR TO DEGREE MONITORING



Checklist - By February

Та	sk	Notes
	Confirm degree monitoring status	
	Refer to https://www.nzqa.govt.nz/assets/Providers- and-partners/Registration-and- accreditation/guidelines-degree- monitoring.pdf for NZQA-monitored or self-monitored status	
	Confirm professional registration body involvement in monitoring visit (e.g Nursing)	
	Confirm contract for degree monitoring is in place (either with NZQA or [])	
	Consult with the monitor and agree on a date	Dates should be determined at least two months before the visit to allow sufficient time to make arrangements.
	Liaise with NZQA to confirm evaluator availability for proposed date (<i>NZQA-</i> <i>monitored</i>)	An NZQA evaluator may accompany the monitor fo the first monitoring visit
	Liaise with Senior Management to confirm availability for proposed date	
	Confirm monitoring date with the monitor and Senior Management	
	Confirm monitoring date with NZQA (<i>NZQA-monitored</i>)	



Degree Monitoring - Documentation Checklist

This checklist is a guide to the types of documentation (evidence) that is required for a degree monitoring event.

Documentation is to be provided to the monitor 1 (one) month in advance of the degree monitoring date/s.

1. Programme Content and Delivery

Resources and Research

Programme Regulations	Kaimahi changes (since last year)
Programme/Ākonga handbook	Recent kaimahi Professional Development
Delivery Schedule / Ākonga timetable	Teaching qualifications
Course Outline	🗌 Kaiako / Ākonga ratios
□ Summary of changes to the Programme	Research activity of kaimahi
Collaborative or sub-contracting arrangements	
Source information from:	Source information from:

Moderation (internal & external)

Annual Programme Evaluation Report

Annual Moderation Plan	□ APER
 Examples of moderation activity (internal and external) 	 Action Plans following APER and/or arising from last Monitoring Report (requirements / recommendations)
Moderation Reports	Previous year's Monitoring Report
□ Action Plans including updates	
Source information from:	Source information from:

Ākonga Achievement	Stakeholder Feedback
Ākonga Enrolment Data	Advisory Memberships / Meeting minutes
□ Ākonga Retention and Achievement Data	□ Graduate Destination Information
 Ākonga assessment activities and marking rubrics 	Summarised feedback from ākonga, kaimahi and external stakeholders
	Relevant Meeting Minutes e.g Team
Source information from:	Source information from:

2. Preparation Activity

Task	Notes
Confirm monitoring visit dates	Advise Senior Management of scheduled dates and any changes to schedule
 Review previous visit report (or if first visit, the requirements and recommendations made during the Approval and Accreditation panel visit) 	Have recommendations/requirements been addressed? What evidence can be produced to show this? (If a completed Action Plan-share in advance of the visit. Be sure those actions feature in the conversations the Monitor has with the team)
□ Review current APER	Prepare report to update Monitor on initiatives that are underway since APER was created. Identify current issues and challenges to be shared with the Monitor. Provide to Senior Management
Highlight how Te Pūkenga strategy for equitable access and equity of outcomes for Māori and Pasifika ākonga is given effect within the programme	This information should already be part of your APER, however it will be a focus area for monitoring visits so be sure to have this on-hand and highlighted
□ Assessment	 Highlight how we are assured ākonga meet learning outcomes (refer to assessment and GPO matrix from Programme Regulations, capstone projects, grad/employer feedback) Group assessments / ensuring all ākonga meet LOs Assessment methodologies and effectiveness of any changes made Academic integrity processes
□ Moderation	Summarise recent internal/external activity; have examples of outcomes informing changes, impact of changes
Prepare ākonga, kaimahi and other stakeholders for visit	Inform them of questions that may be asked, purpose of the visit, where to air concerns. Curriculum kaimahi should be prepared to discuss: online delivery, assessment design, moderation activity and how these findings are used for their professional development; support for ākonga (pastoral care, ākonga support services, internship/ work placement, multi-site and online learner considerations); ākonga feedback, response to feedback and impact of any changes made; how research informs programme curriculum

3. Logistics

Prepare Agenda	Use the Template
	Only include a tour of campus and programme facilities if on-site and there have been changes since previous monitoring visit
	Identify and invite Speaker for the Mihi Whakatau
	Send calendar invites to all kaimahi who are involved
	Invite ākonga
	Book venue
	Include kaimahi from multiple delivery sites (<i>if</i> <i>relevant</i>)
Book travel and accommodation (if required)	
Send appropriate documentation to the monitor	At least one month before the monitoring event
OR	
Create a Teams folder and share it with the Monitor.	
Make the documentation, that was provided to the monitor, available to Senior Management	At least one week before the monitoring event
External Stakeholders	Consider logistics for Industry Advisory Group and other external stakeholders the monitor may wish to speak with
□ Organise catering if needed	Ask in advance about dietary needs
□ Organise WIFI Access for Monitor / NZQA Evaluator (NZQA-monitored)	In advance via [IT] request
☐ Organise venue (on-site)	 [Facilities], including e.g: Water and glasses Conference meeting set up Online meeting set up (Mic, Camera, etc) Name signs Printout of Wifi Access Sufficient chairs



Degree Monitoring - Preparation Template

1. Degree Monitoring Visit for : (Programme/s name/s)

[Programme Area / Manager]	
[Team Leads]	
Degree Monitor / Contact Details	
NZQA Evaluator / Contact Details (NZQA-monitored)	
Date of Visit	
Virtual / in person meeting	

2. Links to Documents

Insert relevant links

Visit Agenda	
Evidence Portfolio	
Recent APER	
Previous Monitors Report	

3. People to Invite

Senior Management	
NZQA Evaluator (NZQA-monitored)	
Kaiako	
Ākonga	
Programme Manager & Senior Team Leads	
Research kaimahi	
Learning Support	
Industry Advisory Group members	

4. Participants of Mihi Whakatau (for a new monitor, or first welcome on-site)

Who will lead meeting?	
Example summary of intent and flow of meeting	The purpose of this meeting is to formally welcome the degree monitor and NZQA evaluator ((<i>NZQA-monitored</i>)
	The meeting can include any degree programme kaimahi.

5. Meeting with Senior Management

Who will lead meeting?	
Example summary of intent and flow of meeting	The purpose of this meeting is to provide a high-level introduction to [xxx] for the past year it may include current [xxx] initiatives / widespread challenges etc

6. List key points to highlight (source from APER)

e.g. what went well? Course success stories? Pastoral Care; Enrolments; Updates to delivery; Research outcomes, Moderation, Māori/Pasifika enrolments;

- e.g. Great support from [xxx] for ākonga while in lockdown

 Supply of digital devices and data
 - Strong focus on disengaged ākonga
 - Phone calls to all ākonga
- Completed 5 year review this year
- Increased course completion statistics for Māori / Pasifika ākonga
- •

7. List key areas that the team are addressing as areas for improvement and want advice on from the Monitor

e.g. low enrolments, ākonga retention, survey responses, poor industry engagement, that you would like the Monitor to look into

- e.g. Low research outcomes Kaiako allocated research hours but not completed
- e.g. ākonga retention
- •

•

8. Learner Voice Trends

Analysis

9. Educational Performance Indicators

Analysis

10. TS Trends

Analysis



11. Previous Monitors' Reports Recommended Actions

Recommendation	Actions Taken	Impact

12. Previous APER Goals

Goal	Actions Taken	Impact



DURING DEGREE MONITORING



Degree Monitoring – Agenda Template

Meeting Agenda			
Degree/s Names/s:			
Degree Monitor:			
NZQA Evaluator (NZQA- Monitored):			
Date:			
Meeting topic:	NZQA degree monitoring https://www.nzqa.govt.nz/assets/Providers-and-partners/Registration-and-accreditation/guidelines-degree- monitoring.pdf Monitor report template https://www.nzqa.govt.nz/providers-partners/approval-accreditation-and-registration/degree-approval- accreditation-and-monitoring/degree-monitoring/		
Location (on-campus / virtual):			
Documentation:	[Link to Degree Monitor Portfolio]		

	DATE			
Time	Duration	Meeting	Attendees	Location
	15 mins	Welcome and Introductions:Mihi Whakatau	 [] - Degree Monitor [] - NZQA Evaluator (NZQA-monitored only) 	Meeting Room []
			-	Zoom Link in Calendar Appointment (<i>if required</i>)
	30 mins	Monitor time with NZQA Evaluator (<i>NZQA-monitored only</i>)	[] - Degree Monitor[] - NZQA Evaluator (NZQA-monitored only)	Meeting Room []
				Zoom Link in Calendar Appointment (<i>if required</i>)
	30 mins	Senior Management:High level overview of programme	[] - Degree Monitor[] - NZQA Evaluator(NZQA-monitored only)	Meeting Room []
			-	Zoom Link in Calendar Appointment <i>(if required)</i>
	45 mins	 Programme Management: Programme structure Delivery 	 [] - Degree Monitor [] - NZQA Evaluator (NZQA-monitored only) 	Meeting Room []
		EvaluationCompliance	-	Zoom Link in Calendar Appointment <i>(if required)</i>
Break – 15 mins				
	40 mins	Teaching Team:Teaching and learning	 [] - Degree Monitor [] - NZQA Evaluator (NZQA-monitored only) 	Meeting Room []
			 [Academic staff] 	Zoom Link in Calendar Appointment <i>(if required)</i>

Time	Duration	Meeting	Attendees	Location	
	40 mins	Industry Advisory Group/external stakeholders: Activity of the group Programme Graduates	 [] - Degree Monitor [] - NZQA Evaluator (NZQA-monitored only) - 	Meeting Room [] Zoom Link in Calendar Appointment (<i>if required</i>)	
	Lunch – 30 mins (invite stakeholders if on-campus?)				
	Tour of campus (optional if an on-site visit and if there have been changes since the previous visit) – 15-20 mins				
	40 mins	Akonga:Learning journey	 [] - Degree Monitor [] - NZQA Evaluator (NZQA-monitored only) – [Year 1] – [Year 2] – [Year 3] 	Meeting Room [] Zoom Link in Calendar Appointment <i>(if required)</i>	
	30 mins	Research: • Research Plans • Outputs • Support	 [] - Degree Monitor [] - NZQA Evaluator (NZQA-monitored only) – [Research Manager] 	Meeting Room [] Zoom Link in Calendar Appointment (<i>if required</i>)	
	30 mins	Learning Support:Learning needs and support	 [] - Degree Monitor [] - NZQA Evaluator (NZQA-monitored only) – [Head of Learner Services] – [Student Support Advisor – Kaimanaaki] 	Meeting Room [] Zoom Link in Calendar Appointment <i>(if required)</i>	
Monitor only – 15-30 mins					

Time Dura	tion Meeting	g Atter	ndees	Location
30 mi	• Re		NZQA Evaluator(<i>NZQA-monitored only</i>)	Meeting Room [] Zoom Link in Calendar Appointment (<i>if required</i>)

Degree Monitoring Resource Pack – Draft, September 2023



POST DEGREE MONITORING

Checklist - Post Monitoring

Та	sk	Notes
	Receive draft report from the monitor and check for factual accuracy and return to monitor	
	Receive draft report from NZQA and check for factual accuracy, track changes, sign, and return to NZQA (NZQA-monitored)	
	Receive the final signed degree monitor's report from the monitor, sign and send to NZQA	
	Receive the final signed degree monitor's report plus cover letter from NZQA (NZQA-monitored)	
	Upload the final signed degree monitor's report to [xx]	
	Complete Summary / Action Plan to address monitor recommendations and submit to [xx Committee]	
	If self-monitoring has been recommended by the monitor in their report (<i>from an</i> NZQA-monitored event), submit request	Providers must request a transfer to self- monitoring status by formally writing to NZQA. Approval for self-monitoring will be granted by the Deputy Chief Executive, Quality Assurance.
	to NZQA for self-monitoring status	The request must be first approved by [xx Committee] before it is sent to NZQA.
	A new (external) monitor for self- monitoring needs to be approved by [xx Committee] based on a recommendation from the [Programme Area].	



Degree Monitoring – Summary / Action Plan To [xx Committee]

Programme:	Choose an item.
Monitors name:	
Date of Visit:	Click or tap to enter a date.
Date of Report:	Click or tap to enter a date.
Summary / Action Plan submitted by:	

Summary of Monitor's findings

Commendations:			

Issues and Challenges:

Recommendations

Recommendation	Action	Responsibility	Completion Date

<u>Signoff</u>

[Manager]		Date	
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Degree Monitoring Resource Pack – Draft, September 2023



DEGREE MONITORING -Frequently Asked Questions

STILL TO UPDATE / ADD Unified degrees – revert to NZQA-monitoring

Appointment of monitor (Self) – organisational choice Can the monitor be based in the same region?

Expectation of the monitor – make it really clear up front, especially if NZQA evaluator also involved

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What is the purpose of Monitoring?

The purpose of monitoring programmes of study that lead to diplomas, degrees and related qualifications at level 7-10 is to provide assurance to NZQA and stakeholders that a programme and its delivery consistently meet the criteria for ongoing approval.

What are the two monitoring processes?

1. NZQA-monitoring.

For new programmes in the first years of delivery or Programmes that have undergone a major Review (this includes Unified Degrees).

For new programmes leading to diplomas, degrees, and related qualifications at levels 7-10 monitoring shall occur at the beginning of the second-year of delivery of the programme.

An NZQA-appointed monitor undertakes monitoring of the programme annually until they feel the programme is ready for self-monitoring.

This is usually 3 years after accreditation.

An NZQA evaluator may accompany the monitor.

2. Self-monitoring (detailed Steps can be found in the Procedure XX).

Once NZQA has confidence through its appointed monitoring process that the programme is ready to move to self-monitoring an application is made to NZQA for delegated responsibility for monitoring by Annual Programme Evaluation Report (APER).

The NZQA appointed Monitor needs to make the recommendation for the programme to become self monitored in their Degree Monitor Report.

The new monitor for self-monitoring needs to be approved by Poari Akoranga before the information is shared with NZQA.

Once approved, Te Pūkenga has delegated authority to appoint its own external monitor for the programme.

What is the role of the NZQA evaluator in NZQA monitoring?

An NZQA evaluator may accompany the monitor for up to three monitoring visits. The role of the NZQA evaluator, if accompanying the monitor, is to:

- provide guidance to the monitor in NZQA's expectations and processes
- provide neutral, experienced and, where applicable, culturally robust management of the monitoring visit
- when necessary, provide a link between the programme's approval and/or accreditation

If it is agreed that the NZQA evaluator will not accompany the monitor, they will be available to respond to any questions or concerns before, during, and following the monitor's visit.

Are regulatory bodies involved in monitoring?

Where professional registration is a prerequisite for practising in a particular field or occupation, professional registration bodies will be involved in monitoring the content and quality of the education being delivered.

Written formal agreements between registration bodies and NZQA detail the relevant processes and requirements, including any shared responsibilities for monitoring programmes.

When does Monitoring take place?

Monitoring takes place **annually** and reviews the period since the last Degree Monitor visit. When the programme is being delivered at more than one site, the [Programme Lead] takes responsibility for planning and scheduling the monitor visit. If there is more than one site to be visited, the visits must be planned accordingly.

A **Monitor Visit Checklist** is provided in the Degree Monitoring Resource Pack. **Documentation** required to be provided to the monitor prior to the visit can be found in the Degree Monitoring Resource Pack.

How is the Monitor appointed?

NZQA-monitoring

NZQA in consultation with the [Programme Area] will confirm the appointment of a Degree Monitor with expert knowledge of the discipline area of the programme and experience in academic processes.

The standard expectation is that the monitor holds a postgraduate qualification in the discipline of the degree, is research active, and teaches or leads a programme of similar or higher level at an academic provider.

Monitors will:

- have an independent and neutral perspective on the programme and the education organisation
- be appointed by NZQA in consultation with the education organisation
- have an NZQA contract for service which includes a conflict of interest and a confidentiality clause.

Self-monitoring

The [Programme Area] is responsible for appointment of the external monitor. When a new monitor is to be appointed, the full CV of the monitor needs to be sent to [xx Committee] for approval.

The expectations for external monitors are the same as for NZQA-appointed monitors.

Note: Regular rotation of monitors will ensure the effectiveness and impartiality of the monitoring process.

The programme lead is responsible for briefing the monitor on the expected report format and target dates for submission.

When is Self-Monitoring considered?

The earliest this may be considered is after the first cohort has graduated.

It occurs when the NZQA monitor considers that a programme has been consistently delivered as approved and accredited by NZQA and that all conditions for changing the provider's monitoring status are met.

Specifically:

- 1. That the programme is being implemented as planned and presented at the time of approval, subject to modifications and enhancements broadly consistent with the intent of the programme and the natural evolution of a quality programme.
- 2. That recommendations made during the programme approval and accreditation and by the monitor have been appropriately addressed.
- 3. That mechanisms are in place at an institutional level to ensure independent, external academic input during reviews and consideration of proposed programme enhancements.
- 4. That NZQA will gain sufficient awareness of any issues with the programme or its delivery from the Annual Programme Evaluation Report (APER).

Request for approval to transfer to Self-Monitoring

Providers must request a transfer to self-monitoring status by formally writing to NZQA. Approval for self-monitoring will be granted by the Deputy Chief Executive, Quality Assurance.

The request must be first approved by [xx Committee] before it is sent to NZQA.

Costs

The total costs of the monitoring process, including fees, travel, accommodation, and NZQA costs, are the responsibility of the programme.

For all *NZQA-monitored programmes*, Te Pūkenga must provide a Purchase Order (PO) number to NZQA before payment will be authorized. The previous year's invoice as a guide for the amount or request a quote from your monitor.

For all self-monitored programmes, raise a PO for your upcoming monitor visit and send the number to the Degree Monitor.

Is the monitoring event on-site or virtual?

NZQA expects monitoring visits to be held at the site for which the programme has been approved.

In exceptional circumstances e.g if the monitor is based off-shore, a provider may apply to NZQA for consent to conduct the visit online.

Additonal costs (flights, accommodation etc) will be incurred for on-site visits. Consideration should be given to the scheduling of on-site visits. A visit could be over one full day, or two half days, depending on flight avialability / times.

What information does the monitor need to be provided with before the monitoring event?

At least one month before the monitoring event, the provider is expected to provide the monitor (and accompanying NZQA evaluator for NZQA-monitored) with information as outlined in the Resource Pack.

Documentation must cover all approved sites from which the programme is delivered, including approved offshore delivery sites.

What does the monitoring process look like? [Link here to Agenda]

Monitoring will generally take place over one or two days, depending on the scale of the delivery and will include meetings with:

- senior management
- programme manager(s)
- kaiako
- research staff
- resource managers (e.g. librarians, learner support, quality assurance, design and development)
- ākonga
- external advisory committee members and/or external stakeholders.

If a programme is approved for delivery at more than one site, representatives from those sites should be present in the above meetings as appropriate.

Multiple delivery sites – Zoom link, or 2 half days with travel to the other site an option

Advisory Group members – if unavailable on the day, in exceptional circumstances can be contacted outside of meeting

What happens after the monitoring event?

The main outcome of any monitoring event is a monitoring report. This is produced by the monitor(s) and details the monitor's professional opinion on the quality of the provider's programme delivery.

NZQA-monitoring report

The NZQA Annual Monitoring Report template is provided.

- The monitor is expected to send the draft monitoring report to <u>degreemonitoring@nzqa.govt.nz</u> within ten working days of the monitoring event.
- NZQA is expected to send the draft monitoring report to the provider for a factual accuracy check within ten working days of receiving the report from the monitor.
- The [Programme Area] is expected to confirm the factual accuracy of the report, or request changes within ten working days of receiving the draft report from NZQA.

- If there is any request for changes, NZQA will consult with the monitor and inform the provider accordingly.
- NZQA is expected to send the final version of the monitoring report back to the provider within ten working days of receiving the checked draft report.

If there are major concerns raised in the report, NZQA may request that appropriate steps are taken to address the concerns.

If NZQA continues to have serious or ongoing concerns about the quality and/or stability of a programme or its delivery, it may initiate the procedure to withdraw a provider's accreditation to deliver the programme.

Self-monitoring report

The Self-Monitoring Report Form is provided. This includes guidelines for the external monitor and a report template.

- The monitor is expected to send the draft monitoring report to the [Programme Area] within ten working days of the monitoring visit.
- The [Programme Area] is expected to confirm factual accuracy of the report within ten working days of receiving the draft monitoring report from the monitor.
- The monitor is expected to send the final monitoring report to the provider within ten working days of it being finalised.
- The provider sends the final monitoring report to NZQA.

The deadline for submission of APER's, including monitor reports, to NZQA is **30th June** each year.

Uploading your monitor report to the Programmes Teams site or equivalent

The external monitor's report will be included in and attached to the APER for submission to NZQA.

EXTERNAL DEGREE MONITORING GUIDELINES FOR EXTERNAL MONITOR

Purpose

This document provides guidelines to all external monitors appointed by XXX where programmes have been approved for self-monitoring.

Process overview

The process for external degree monitoring for programmes with self-monitoring status is mapped in <u>Figure 1</u>.

Selection of external monitors

When a programme has been approved for self-monitoring, external monitors are selected by the Programme Area based on the following criteria:

- expert knowledge in the discipline area
- a higher academic qualification related to the discipline area
- experience in academic processes
- an independent and neutral perspective of the programme and institution

Appointment of external monitors

On appointment by XXX, a contract for service will be set up with the monitor. The monitor will be provided with guidelines and Self-Monitoring Report Form.

Documentation shall be provided to the monitor 1 (one) month in advance of the degree monitoring date/s.

Regular rotation of monitors will ensure the effectiveness and impartiality of the monitoring process i.e. after 3 years.

Reporting

The Self-Monitoring Report Form is provided. Timelines for submission shall be as follows:

- The monitor is expected to send the draft monitoring report to the programme lead within ten working days of the monitoring visit.
- The programme lead is expected to confirm factual accuracy of the report within ten working days of receiving the draft monitoring report from the monitor.
- The monitor is expected to send the FINAL monitoring report to XXX within ten working days of it being finalised.

External degree monitor report l He Pūrongo Aroturuki Tohu Paetahi

Programme name Ingoa o te Hōtaka Ako	
Monitor's name Ingoa o te Kaiaroturuki	
Date of visit Te rā	
Year being reviewed Te arotake o te tau	

Introduction | He whakataki

Give a brief introduction to the programme being monitored. Comment on ākonga number growth, decline, and cohort makeup, e.g. domestic, international, etc. Clarify the number of times the programme has been monitored, e.g. the programme is in the fifth year of delivery/this is the first monitoring visit since the programme was approved.

Previous recommendations | Ngā putanga o mua

List previous monitoring recommendations or, if this is a first self-monitoring visit, list requirements and recommendations made at the final visit by the NZQA appointed monitor. Describe actions taken by the Business Division to address these and the progress achieved. List any significant issues and actions taken to address these.

Summary of the visit | He Whakarāpopoto

State what documents were provided and reviewed before and at the visit and which were not provided but were expected as per the Degree Monitoring Guidelines (if applicable).

Provide a brief summary of the monitoring visit and attach the agenda for the day to this report as Appendix One.

List individuals met, sites visited, and summarise the particular 'focus' of the visit (e.g. the following subheadings, issues identified in the last monitoring report/the final evaluation report if it is the first monitoring visit).

Briefly outline whether the programme is delivered at multiple sites

Evaluation of the programme | te aromātaitanga o te hōtako ako

This section is included to provide assurance to NZQA that the programme is being regularly reviewed (as appropriate) in accordance with the relevant Rules and Guidelines and that the TEO's Academic Board has sanctioned reviews.

Programme content and currency | Ngā hua me ngā whakaritenga o te Hōtaka Ako

Comment on:

- any programme reviews that have taken place (formal and informal reviews).
- any changes to the programme that have made in the last 12 months or since the last monitoring visit (e.g. new components developed, changes to electives) and elaborate on any significant change applications.
- the impact the changes have had and will have on ākonga and other stakeholders, including kaimahi.
- the currency of the programme or component content, where appropriate, from the position of a subject matter expert.

Teaching / learning strategies | Ngā rautaki o ngā whakaakoranga

Comment on:

- the teaching/learning strategies for the programme(s). How well are the teaching/learning strategies achieving the desired outcomes of the programme (from the perspectives of kaimahi and ākonga)?
- the appropriateness of delivery methods in relation to programme/component content.
- the kaimahi supervision and management of internship/practical work/project-based/workbased learning, including the operation of an MOU or work-integrated learning agreement, if applicable.

Assessment | Aromatawai

Comment on:

 the effectiveness of assessment tools/methods in enabling ākonga to meet component learning outcomes.

- how any group assessments are conducted to ensure each ākonga meets the learning outcomes and that there is equity of learning within groups.
- the appropriateness of assessment methodologies and the effectiveness of any changes made if applicable.
- academic integrity issues, particularly the application of plagiarism policies for all assessments within this programme.

Moderation

- Outline internal and external moderation practices, state any issues and comment on how feedback was actioned (if applicable).
- the suitability/appropriateness of internal/external moderation, including moderation plans.

Programme delivery / learner achievement | Ngā Whakaakoranga / Ngā Whakatutukitanga

Comment on:

- ākonga support and guidance from teaching and learning support kaimahi and how this enhances programme delivery.
- whether kaimahi are suitably qualified and experienced.
- the support for ākonga research projects conducted internally or with external stakeholders, particularly the supervision and management of these projects.
- where practicum, internship or work placements are involved, comment on the ākonga support, including the management of the MoU and ongoing pastoral care.
- ākonga retention, withdrawals and achievement measured, recorded and used.
- *employment outcome statistics, if applicable.*
- enrolment numbers and achievement/success rates for Māori/Pasifika.
- feedback from ākonga regarding the programme and its delivery and how this feedback informs programme review.

Resources | Ngā Rauemi

<u>Kaimahi</u>

- current kaimahi (academic and support kaimahi), the facilities and physical resources dedicated to this programme.
- the kaimahi:ākonga ratio.
- whether any new teaching kaimahi are appropriately qualified (at least one NZQCF level higher than the component they deliver, assess, and/or supervise) or have demonstrable relevant and suitable professional experience.
- kaimahi professional development activities and plans.

<u>Multicampus</u>

- the suitability, operation and resourcing of all delivery sites for the programme (ensuring NZQA has approved them) (including any offshore sites).
- the systems and resources for managing and quality-assuring multi-site delivery and any approved subcontracting arrangements.

Facilities

 the operation and effectiveness of any collaborative/subcontracting arrangements with other providers, per the <u>Guidelines for approving and maintaining degrees and related</u> <u>qualifications</u>

Key stakeholder feedback | He whakahokinga korero tā te Hunga whaipānga Matua

- the Business Division's practices for seeking feedback on the programme from kaimahi, ākonga, relevant communities (including iwi, hapū, hāpori Māori, whānau and Pasifika if relevant), particularly employers, work placement partners, and representatives of industry and professional bodies.
- the formal programme review processes carried out since the last monitoring event and how feedback from ākonga, teaching kaimahi,, and external stakeholders (as appropriate) has been effectively used to inform programme improvements. This should also include feedback from local iwi, hāpu or hāpori Māori and, where relevant, Māori as industry stakeholders.
- whether the outcome of any review has influenced the programme content and/or delivery.

Research | He Rangahau

Section 454 of the Education and Training Act 2020 (the Act) requires that the award of a degree must recognise the completion of a programme of advanced learning that is "taught mainly by people engaged in research".

Comment on:

- how the programme's teaching kaimahi research activities inform the programme curriculum.
- the research plan presented at the last visit (or at Panel) and whether those intended research outputs have been successfully progressed.
- whether the quantity and quality of kaimahi research outputs are consistent with developing and maintaining an ongoing research culture in support of the programme.
- the relevance of kaimahi research activities and whether these align with the intent of section 454 of <u>the Act</u> (more than fifty per cent of the teaching kaimahi are engaged in relevant research activities).
- the future research plans for the teaching kaimahi.
- the level of support provided for kaimahi engaging in research (financial, time, collaboration, and other support structures).

Recognition and award of credit for learning (RPL and CRT) I Te Whakaaetanga o ngā Akoranga o Mua, me Te Whakaaetanga o te Whiwhinga

- the processes involved when students have been enrolled via Recognition of Prior Learning (RPL) or Credit Recognition and Transfer (CRT). This applies to all learners whose prior learning at another institution or programme has been recognised.
- whether arrangements are in place with other providers (domestic or international) to facilitate entry into various points on the programme.
- where RPL or CRT has been granted, how have those enrolments been analysed and documented in each case? Are there any risks/ benefits of the process provided?

Issues and Challenges | Ngā here, me ngā wero

- any significant risks or challenges to the programme that are likely to be encountered in the next 12 months (e.g. falling enrolments, need for major equipment or accommodation upgrades, changes to specific professional requirements etc.).
- the processes that are in place to deal with these challenges and the processes that need to be implemented to identify and deal with significant risks and challenges.
- based on the information gained from the visit and your expertise as an academic or practitioner in the relevant field, including observations (if any) that you wish to make on the programme content or delivery that may add value to the programme.

Section 2: Commendations I XXX

Outline specific areas of good practice that deserve special mention.

Section 3: Recommendations | Ngā taunaki

To the Business Division

List the recommendations (if any) you wish to provide to the Business Division to enhance the delivery of the programme. These may have already been identified in the preceding sections, but a summary list is helpful. Which aspects of the programme and/or delivery need further development or improvement? What specific development or improvement is needed?

The draft report is to be sent to the [Programme Area] for fact checking within 10 days of the monitor visit.

This report was confirmed as accurate by, [name of [programme lead]], [position at Business Division], on Click or tap to enter a date.

[Business Division]	Monitor
Signature	Signature
Name	Name
Click or tap to enter a date.	Click or tap to enter a date.

Appendix 1: Agenda / Summary of the visit

Please attach the Agenda from the visit.

Appendix 2: List of documents provided for monitor to review

Please list the documents provided for the visit.

Appendix 3: Annual Statistics Report for [name of programme], [academic year]

	NZ European / Pakeha	Māori	Pasifika	International	Total for the programme (most recently completed academic year)	Total for programme (previous academic year)
Number of ākonga enrolled						
EFTS enrolled						
Number of course withdrawals ¹						
Number of course passes						
Number of course fails ²						

Notes

^{1.} Number of withdrawals from courses (ignore withdrawals with full refunds) e.g. 1 ākonga enrolled into 3 courses and withdrawing from 2 of these would be recorded as 2 course withdrawals.

^{2.} Number of course fails; must include all ākonga enrolled into a course, other than those withdrawals with full refunds. For example, 1 ākonga enrolled into 2 courses and withdraws from both - 1 in week 1 with a full refund of the ākonga and government funding, and 1 in week 7 with no refund, will be recorded as 1 fail.

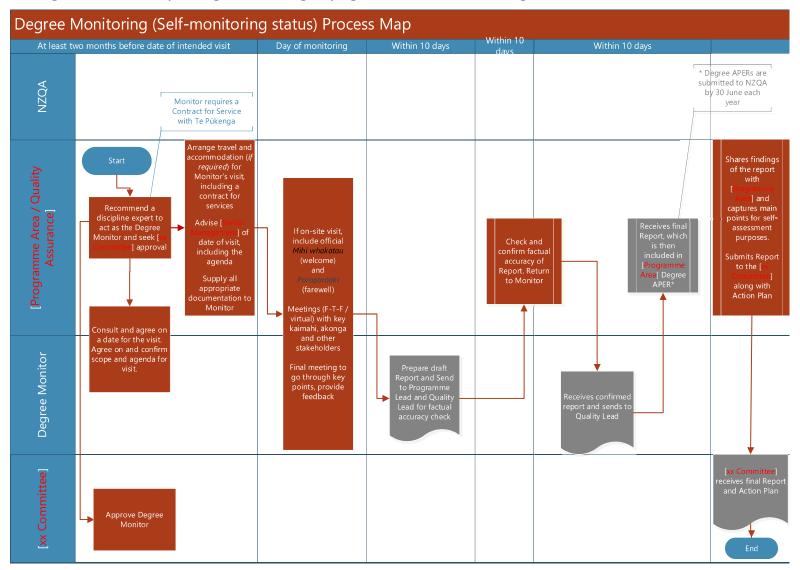


Figure 1 – Process Map for degree monitoring for programmes with self-monitoring status



WHAKAAETANGA RATONGA | SERVICE AGREEMENT

in respect of degree monitor services

BETWEEN Te Pūkenga - New Zealand Institute of Skills and Technology [trading as e.g. Unitec], a Crown Entity established under and governed by the Education and Training Act 2020 and the Crown Entities Act 2004 (Te Pūkenga)

AND [name] [registered number and address] (Provider)

To monitor: Programme Code and Name

Contract Number: XXXXXX



WHAKAAETANGA RATONGA | SERVICE AGREEMENT (FEBRUARY 2023 VERSION)

TE TĀHUHU KŌRERO | BACKGROUND

- A. The Provider is a specialist in the provision of certain services.
- B. Te Pūkenga wishes to engage the Provider to provide those services.
- C. The parties have agreed that the Provider will provide the services to Te Pūkenga on the terms and conditions set out in this agreement

NGĀ KUPU MATUA ME NGĀ TIKANGA | TERMS AND CONDITIONS

1. TERM AND VARIATION

- 1.1 This agreement shall commence on the Commencement Date and continue in force until the Expiry Date set out in the Schedule (which forms part of this agreement), unless terminated earlier in accordance with clause <u>10.</u>
- 1.2 The parties may, by mutual agreement, vary any of the terms of this agreement, including the Expiry Date. Any variation must be recorded in writing and signed by both parties.

2. APPOINTMENT AND STATUS OF PROVIDER

- 2.1 With effect from the Commencement Date, Te Pūkenga:
 - a) engages the Provider on a nonexclusive basis to perform the Services to the satisfaction of Te Pūkenga in accordance with this agreement; and
 - b) grants the Provider a non-exclusive, non-transferable licence to use Te Pūkenga information and Intellectual Property Rights solely for the purpose and in the manner provided for in this agreement.
- 2.2 The Provider is and shall at all times remain an independent contractor and is not an employee, agent, or partner of Te Pūkenga. As such, the Provider is liable for its own acts and omissions.
- 2.3 The Provider acknowledges and agrees that

it has no entitlement to holiday pay or special leave pursuant to the Holidays Act 2003.

- 2.4 The Provider has no authority to pledge the credit of or incur liability on behalf of Te Pūkenga without the prior written approval of Te Pūkenga.
- 2.5 The Provider has no authority to give directions to any person so as to legally bind Te Pūkenga, or otherwise legally bind Te Pūkenga, without the prior written approval of Te Pūkenga.
- 2.6 Te Pūkenga makes no commitment and shall be under no obligation to provide work to the Provider other than as specifically set out in this agreement.

3. SERVICES

- 3.1 The Provider agrees to perform the Services for Te Pūkenga as detailed in the **Schedule** to this agreement.
- 3.2 The Provider shall appoint a Provider Nominated Representative and report to Te Pūkenga Nominated Representative and comply with the Reporting Requirements detailed in the **Schedule** in respect of the performance of the Services.
- 3.3 The Provider undertakes and warrants that:
 - a) it possesses and will deploy the specific skills and experience relevant to the provision of the Services;

Whakaaetanga Ratonga Poto | Short Form Services Agreement - Page 2 of 16



- b) it will do all activities reasonably required in providing the Services and follow the reasonable directions of Te Pūkenga in relation to matters in connection with this agreement;
- c) it will carry out the Services with due diligence and care and will achieve and maintain high quality work standards;
- d) it will provide and complete the Services in accordance with any timescales/delivery date(s) specified in the Schedule or the Expiry Date, whichever is the earlier
- e) it will, at all times, comply with all relevant laws, legislation and applicable Te Pūkenga statutes, policies and procedures (as advised by Te Pūkenga);
- f) it will, at all times, act in compliance with all health and safety rules, procedures, and legislation as may apply to the Services;
- g) it will maintain high standards of professionalism, integrity, and ethical behaviour during the provision of the Services and in all its business dealings with and for Te Pükenga;
- h) it will not use any Te Pūkenga services, amenities, equipment, or property (including software and computer equipment and networks) for any purpose other than the performance of the Services;
- it will treat all premises and property of Te Pūkenga with all reasonable care, and reimburse Te Pūkenga for any damage wilfully, negligently, or recklessly inflicted upon such premises and property by the Provider; and
- j) to the best of the Provider's knowledge, no conflict of interest exists or is likely to exist in the performance of its obligations under this agreement.
- 3.4 Where Key Personnel have been agreed by Te Pūkenga and the Provider, the Provider

must exclusively use the Key Personnel in the delivery of the Services and the Key Personnel shall be bound by all provisions of this agreement applicable to the Provider. The Provider must obtain Te Pūkenga prior written approval if it wishes to change the Key Personnel or use other personnel in addition to the Key Personnel in the delivery of the Services.

- 3.5 Te Pūkenga may assist the Provider in the performance of the Services. Such assistance may include:
 - a) providing the Provider with copies of relevant Te Pūkenga statutes, policies and/or procedures with which the Provider might reasonably be expected to comply, or directing the Provider as to where those might be accessed; and
 - b) at Te Pūkenga sole discretion, granting the Provider permission to use such office space, electricity, telephone, secretarial, and such other of Te Pūkenga services, amenities, or equipment as the Provider might need.
- 3.6 Notwithstanding clause <u>3.5</u>, Te Pūkenga shall not be obliged to permit the Provider to work on Te Pūkenga premises outside of the hours during which those premises might usually be open.

4. PAYMENT

- 4.1 The Provider's fees and charges in respect of the Services shall be specified in the Schedule to this agreement. Where the Schedule specifies a capped value for the agreement, that will be the maximum amount that the Provider shall be entitled to charge Te Pūkenga for completion of the Services.
- 4.2 Te Pūkenga shall not be liable to pay for any costs or disbursements of the Provider, except as specified in the Schedule, or as agreed in writing by the parties.
- 4.3 The Provider shall present Te Pūkenga with an invoice in arrears at the intervals outlined in the Schedule (or if such intervals are not specified, upon completion of the Services).

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The invoice must detail:

- a Te Pūkenga Purchase Order
 Number, where required by Te
 Pūkenga;
- b) the title of the training/consultancy delivered (if applicable);
- c) a general description of the work performed;
- a breakdown of the charges including the agreed number of hours worked and the amount of GST payable;
- e) the Provider's GST number or, if the Provider is not registered for GST, a statement to that effect; and
- f) a description of and receipts for any agreed disbursements.
- 4.4 Valid invoices presented to Te Pūkenga by the Provider shall be payable monthly by Te Pūkenga on the 20th day of the month following receipt of the invoice.
- 4.5 Where payment dates fall on a day that is not a Working Day, payments will be made on the next Working Day.
- 4.6 If any part of an invoice is disputed by Te Pūkenga, Te Pūkenga may withhold payment of the relevant invoice or part thereof until such time as the dispute is resolved. Te Pūkenga and the Provider shall in good faith attempt to resolve any such dispute as soon as reasonably practicable.
- 4.7 In making any payment to the Provider, Te Pūkenga may withhold, deduct, or set off any amount that was previously overpaid and/or any amount recoverable by Te Pūkenga from the Provider under this agreement or otherwise.
- 4.8 Te Pūkenga preferred method of payment is by automatic payment to the Provider's bank account. The remittance advice will be sent by email on the same day, or by mail. To enable Te Pūkenga to set up a direct credit, where requested, the Provider must provide a copy of its bank deposit slip by email to Te Pūkenga Accounts Payable.

5. LIABILITIES OF THE PROVIDER

- 5.1 The Provider shall be solely responsible for the payment of all taxes, duties or levies which may be payable in respect of payments or benefits provided by Te Pūkenga under this agreement, and Te Pūkenga shall make no deductions on account of tax and any other imposition except that Te Pūkenga is required by law to make.
- 5.2 Unless otherwise agreed by Te Pūkenga in writing, the Provider shall ensure that:
 - a) it is registered for GST purposes should it legally be required to be so, and shall provide Te Pūkenga with its GST number; or
 - b) if necessary, it has completed an IR330 form and returned it to Te Pūkenga for the deduction of Withholding Tax.
- 5.3 The Provider shall arrange and be liable for payment of any Accident Compensation Levies that it may be required to make.
- 5.4 The Provider shall be liable for the payment of any fines or penalties which may be imposed on the Provider for breach by the Provider of any law, statute or regulations in the performance of the Services.
- 5.5 The Provider agrees to indemnify Te Pūkenga against any fines or penalties which may be imposed on Te Pūkenga as a consequence of any breach by the Provider of any law, statute or regulations in the performance of the Services, except where the provision of such and indemnity is expressly prohibited by the relevant statute or regulation.
- 5.6 The Provider will effect and maintain public liability and professional indemnity insurance cover to the value specified in the Schedule and must provide evidence of such cover upon the request by Te Pūkenga and to the reasonable satisfaction of Te Pūkenga.
- 5.7 The Provider agrees that it will indemnify Te Pūkenga from and against the consequences of any liability incurred by Te Pūkenga for the deduction or payment of tax in connection with payments made by Te Pūkenga to the Provider pursuant to this agreement,

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including the costs of collection of such tax and any other incidental costs, expenses, penalties or claims. Te Pūkenga shall be entitled to offset any such claim from any payments to the Provider in the event that Te Pūkenga shall be assessed for any such tax.

5.8 The Provider agrees that it will indemnify Te Pūkenga from and against any and all claims, losses, costs, damages, liabilities and expenses (including costs on a solicitor-client basis), whether direct or indirect, that may be incurred or sustained by Te Pūkenga and which arise from an activity or omission of the Provider.

6. HEALTH AND SAFETY

- 6.1 The Provider agrees to comply in all respects with its obligations under the Health and Safety at Work Act 2015 and all associated Regulations. Without limiting the generality of the foregoing, the Provider shall, so far as reasonably practicable, consult and cooperate with, and coordinate activities with Te Pūkenga to ensure that both Te Pūkenga and the Provider meet their respective health and safety obligations in respect of the Services.
- 6.2 To the maximum extent permitted by law, the Provider agrees to indemnify Te Pūkenga from and against all damages, claims, costs, liabilities, expenses, fines or penalties that Te Pūkenga may incur as a result or consequence of the Provider breaching any of its obligations under this clause <u>6</u>.

7. SAFETY CHECKS

- 7.1 In accordance with the Children's Act 2014 (CA), where the Provider is or is likely to be a "children's worker" (as that term is defined in the CA) in performing the Services, then Te Pūkenga will perform a safety check as required by the CA and any applicable Regulations on the Provider (or, where the Provider is not an individual, on any Key Personnel), the safety check to be completed prior to the Commencement Date.
- 7.2 Where clause 7.1 applies:
 - a) this agreement is entirely conditional upon

the Provider and/or any Key Personnel passing the required safety check by achieving a satisfactory result (in Te Pūkenga sole opinion); and

b) in accordance with the CA, while the Provider is engaged by Te Pūkenga (whether under this agreement or in accordance with any other agreement) Te Pūkenga will carry out additional safety checks on the Provider and/or any Key Personnel no less than every three years.

8. INTELLECTUAL PROPERTY

- 8.1 Any pre-existing work, materials or Intellectual Property Rights that are contributed by either party ("Contributing Party") for the purpose of the Provider performing the Services remains the property of the Contributing Party. However, where the Provider uses any of its preexisting Intellectual Property Rights to perform the Services, it grants Te Pūkenga a non-exclusive, perpetual, irrevocable, royalty-free, world-wide and sub-licensable licence to use those Intellectual Property Rights for Te Pukenga organisational purposes and/or so that it may receive the full benefit of the Services.
- 8.2 Any work or materials, or any Intellectual Property Rights contained therein, developed by the Provider as part of or as a consequence of performing the Services shall be the sole property of Te Pūkenga. The Provider agrees not to use such Intellectual Property Rights in any other work, whether or not identified by Te Pūkenga, without the express written permission of Te Pūkenga.
- 8.3 Any work or materials, or any Intellectual Property Rights contained therein, developed by Te Pūkenga during the term of this agreement, whether or not it is contributed to or used by the Provider, shall be the sole property of Te Pūkenga.
- 8.4 Neither party shall use any work or materials, or any Intellectual Property Rights contained therein, which are the property of the other party except in the performance of its obligations under this agreement, or as otherwise agreed in writing by the parties.

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9. CONFIDENTIALITY

- 9.1 The parties agree that the terms of this agreement are confidential to the parties, and may not be disclosed to any other party, except:
 - a) for the purpose of raising the agreement as a defence to any claim or proceeding brought against them;
 - b) to enforce the terms of the agreement; and/or
 - c) to the extent that either party is required to disclose by law.
- 9.2 The Provider shall, both during the term of this agreement and after its termination or expiry, keep entirely secret and confidential all information of a secret, confidential and/or proprietary nature, including without limitation:
 - a) information concerning the business affairs of Te Pūkenga (or any party the Provider has had contact with on Te Pūkenga behalf);
 - b) material of any kind which can reasonably be regarded as being sensitive to and/or of commercial value to Te Pūkenga (or any party with whom the Provider has had contact with on Te Pūkenga behalf);
 - c) personal Information (as that term is defined in the Privacy Act 2020) relating to any employee, learner or anyone else who the Provider has had contact with on Te Pūkenga behalf or because of the provision of the Services; and
 - any information designated by Te Pūkenga as being confidential which may become known to the Provider as a result of its performance of the Services, or any of its other obligations under this agreement.
- 9.3 The confidentiality obligations set out in clause <u>9.2</u> shall not apply to information that:
 - a) is already known to the party to whom it was disclosed;

- b) is in, or becomes, part of the public domain, other than as a result of a breach of this agreement;
- c) is obtained from a third party who is under no obligation of confidentiality;
- d) is agreed in writing between the parties not to be confidential; or
- e) is required to be disclosed by law.
- 9.4 The Provider shall not use any information about the business of Te Pūkenga that may become known to them during the performance of the Services for their own personal benefit or for the benefit of any other person or body.

10. TERMINATION

- 10.1 Either party may terminate this agreement for any reason by giving no less than one (1) months' notice in writing to the other party, in which event such termination will take effect upon the expiration of the notice period.
- 10.2 Either party may terminate this agreement if the other party is in breach, or fails to perform any term, condition or provision contained in this agreement, and fails to remedy the same within fourteen (14) days of receiving written notice detailing the nature of the breach and requiring the breach to be remedied.
- 10.3 Te Pūkenga may terminate this agreement with immediate effect if the Provider and/or any Key Personnel:
 - a) commits a serious breach of this agreement (as reasonably determined by Te Pūkenga);
 - b) fails a safety check performed in accordance with clause 7;
 - c) is found to have provided untrue information, or to have acted dishonestly, fraudulently, negligently or has misrepresented any information in relation to the provision of the Services;
 - d) is charged with any offence which, in the opinion of Te Pūkenga, is likely to adversely affect the business or

Whakaaetanga Ratonga Poto | Short Form Services Agreement - Page 6 of 16



reputation of Te Pūkenga; or

- e) is adjudicated bankrupt, enters into a composition with its creditors, is the subject of liquidation proceedings.
- 10.4 Te Pūkenga may, at its sole discretion, terminate this agreement with immediate effect if the Key Personnel are no longer available to perform the Services and the Provider is not able to replace the Key Personnel with others who (in opinion of Te Pūkenga acting reasonably) have the necessary skill and competence to provide the services in the manner anticipated by this agreement.

11. EFFECT OF EXPIRY / TERMINATION

- 11.1 Termination of this agreement does not affect any responsibilities that are intended to continue or come into effect after this agreement terminates.
- 11.2 In the event that this agreement expires, or is terminated for any reason, Te Pūkenga shall not be required to pay the Provider for any Services not completed at the date of termination and shall be entitled to recover any amount already paid in relation to Services that have not been completed.
- 11.3 Upon expiry or termination of this agreement, the Provider shall:
 - return to Te Pūkenga all property, equipment, materials, and documents which the Provider may possess or have had use of during the term of the agreement; and
 - b) deliver up all information of a kind described in clause <u>9.2</u>, and destroy any electronic copies which it may possess.
- 11.4 Upon expiry or termination of this agreement, Te Pūkenga shall return to the Provider all of the Provider's property, equipment, materials, and documents which Te Pūkenga may possess or have had use of during the term of the agreement.

12. NON-SOLICITATION

During the term of this contract and for a period of 12 months following the date of

termination, the Provider will not, without the written consent of Te Pūkenga, approach any employee, contractor or customer of Te Pūkenga with the intent or for the purpose of inducing or encouraging them to be engaged, contracted or employed by the Provider or any related entity of the Provider.

13. ASSIGNMENT AND SUBCONTRACTING

- 13.1 The Provider may not assign, subcontract, or otherwise transfer any of its rights, benefits, or obligations under this agreement without the prior written consent of Te Pūkenga. A change in the management or control of the Provider or the sale of a major part of the Provider's business or assets will be deemed to be an assignment for the purposes of this clause.
- 13.2 If Te Pūkenga consents to the Provider assigning, subcontracting, or transferring any of its obligations under this agreement to a third party, the Provider will remain fully responsible for all obligations to Te Pūkenga under this agreement.

14. DISPUTE RESOLUTION

- 14.1 Where any dispute arises between Te Pūkenga and the Provider and cannot be resolved between the parties within ten (10) working days, that dispute will be referred to mediation.
- 14.2 The appointment of a mediator will be agreed by both parties. If the parties cannot agree on the appointment of a mediator, a mediator will be appointed by the President for the time being of the Arbitrators and Mediators Institute of New Zealand or their nominee.
- 14.3 If the dispute is unable to be resolved within five (5) days of the commencement of mediation, the dispute shall be referred to an arbitrator appointed by the President for the time being of the Arbitrators and Mediators Institute of New Zealand or their nominee.

15. GENERAL PROVISIONS

No Waiver



15.1 No failure or delay on the part of either party to exercise any of its rights in respect of any default by the other party will act as a waiver or otherwise prejudice the first party's rights in connection with that default or any subsequent default.

Further Assurances

15.2 Both parties agree to execute any further instruments and documents and take all further actions as the other party may reasonably require in order to effect the terms and purposes of this agreement.

Force Majeure

15.3 Neither party will be liable to the other for any delays or non-performance of contractual obligations under these terms and conditions caused by any event beyond the party's reasonable control, provided that each party has taken all reasonable steps to minimise any loss, damage or delay resulting from such event.

Prior Agreements

15.4 This agreement supersedes all prior arrangements that may exist between Te Pūkenga and the Provider.

Notices

15.5 All notices, demands, requests or other communications of any kind that either party may be required or permitted to make pursuant to the terms of this agreement must be made in writing, and will be deemed to be received by the other party when handdelivered, transmitted by electronic mail (without notification of transmission error), delivered by an agent, or 3 working days after being placed in the post, to the parties using the Address for Notices set out in the **Schedule**.

Counterparts

15.6 This agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party

executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original.

Severability

15.7 Should any part of this agreement be held to be invalid, the remainder of the agreement shall continue in force and effect as if the invalid provisions had been deleted, provided however that the parties may negotiate a valid and enforceable provision to replace the invalid provision.

Rights of Third Parties

15.8 Where the Services produced by the Provider may be of benefit to any subsidiaries or related entities of Te Pūkenga, those entities shall be entitled to use and benefit from the Services for its organisation's purposes and enforce the terms of this agreement. With the exception of Te Pūkenga, its subsidiaries or related entities and the Provider, no one else shall have any rights under this agreement.

Governing Law and Jurisdiction

15.9 This agreement is governed by, and shall be construed in accordance with, New Zealand law. The parties agree to submit to the exclusive jurisdiction of the New Zealand courts.

16. INTERPRETATION

In this agreement:

Provider means the individual, company, or organisation that is a party to this agreement and also refers (as context requires) to the Provider's employees and agents.

Intellectual Property Rights means all statutory, common law, and proprietary rights in patents, inventions, designs, trademarks or names, service marks (whether registered or unregistered), trade names, copyright, designs, business names, know-how, technology, trade secrets, confidential information, and any other similar or associated rights, including any applications to register the same anywhere in the world, including, where applicable, the

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right to sue and recover damages or other relief in respect of infringements of any of them.

Key Personnel means a person (or persons) who is engaged by the Provider to deliver the Services and is named in the Schedule to this agreement.

Services means the services specified in the Schedule to this agreement, together with

produced as a consequence of the Provider performing the services.

any deliverables specified or that are

Te Pūkenga means Te Pūkenga New Zealand Institute of Skills and Technology.

Working Day means a day on which registered banks are open for general, over the counter business in Auckland, excluding Saturdays and Sundays.

Signed under delegated authority for and on behalf of Te Pūkenga by	Signed for and on behalf of the Provider
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

WHAKAHAERENGA | EXECUTION



ĀPITITANGA | SCHEDULES

SCHEDULE ONE

1.	Commencement Date					
2.	Expiry Date					
3.	Services	The Provider shall monitor the programmes requested by Te Pūkenga for the purpose of improving the quality of education delivery and systems at Te Pūkenga and in accordance with this Agreement. The programmes are: i. insert ii. insert ii. insert (or delete)				
		iii. insert (or d iv. insert (or d				
			dd further prograr I in consultation w	nmes to be monitore ith the Provider.	ed during the	
4.	Required outcomes	The following deliverables shall be provided to Te Pūkenga by the Provider:				
		Description & Due By Details				
		External Degree Monitor Report in the TP Template		Draft due 10 after the visit	Working Days t.	
5.	How will the outcomes be measured?	The Provider shall carry out the monitoring in a professional manner in accordance with the Service Standards for Academic Monitors as listed in Schedule Two, Standards.				
6.	Reporting Requirements	As specified under 'Required Outcomes' and otherwise reporting to Te Pūkenga Nominated Representative as required.				
7.	Key Personnel					
8.	Parties Nominated Representatives	Te Pūkenga Name:		Provider Name:		

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	Position: Phone: Email:	Position: Phone: Email:	
9. Fees and Charges	Te Pūkenga shall pay the Provider [insert hourly rate] plus GST pe of work up to a maximum of 8 hours per day conditional on receip report to the standard required.		
	OR		
	Te Pūkenga shall pay the Provider \$[1500] plus GST for provision of an annual monitor report conditional on receipt of a report to the standard required.		
	OR		
	Hourly Fee Rate For each full hour worked by the Provider, Te Pūkenga shall pay the Provider an Hourly Fee Rate of \$100.00 excluding GST up to a total maximum of \$1,800.00 excluding GST where the onsite visit is of one day's duration. A monitoring visit for one programme or suite of programmes will ordinarily be one day's duration. Where a monitoring visit involves a visit of greater than one day's duration then a total maximum of up to \$2,800.00 excluding GST will apply.		
	If the Provider reaches the total maximum without completing the Services, the Provider is required to complete the Services without further payment, unless otherwise agreed in writing.		
	The estimated maximum claimable time for a one-day monitoring visit as follows: Pre-reading: Approximately 6 hours		
	• • • • •	ncluding virtual monitoring).	
	All rates are GST exclusive.		
10. Capped GST exclusive value of agreement (excluding disbursements)	\$[]		

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11. Reimbursable costs and disbursements	Te Pūkenga will arrange and pay for the following expenses, disbursements or other costs:	
	 i.insert expense/disbursement or N/A ii.insert expense/disbursement or N/A iii.insert expense/disbursement or N/A Unless specifically listed above, any further expenses, disbursements or other costs are included in the Fees and Charges specified in this schedule. OR Te Pükenga will reimburse the Provider for the following expenses, disbursements or other costs provided they are actual and reasonable and that sufficient evidence (e.g. original receipts, ticket stubs, and boarding pass etc.) is provided with an accompanying GST invoice: iv.insert expense/disbursement or N/A v.insert expense/disbursement or N/A vi.insert expense/disbursement or N/A vi.insert expense/disbursement or N/A OR OR CR As approved by Te Pükenga in writing and in advance. OR 	
	Except for the expenses listed below, no expenses are payable by Te Pūkenga under this Agreement unless Te Pūkenga Representative has given specific written permission for those expenses to be incurred, prior to the date (or time) that they were incurred.	
	Meals The Provider may recover actual and reasonable expenses for meals when Te Pūkenga requires them to travel overnight away from their home location (as listed in this Agreement). The rates indicated below	



	 are the maximum amounts that Te Pūkenga will reimburse the Providerr for meals: Breakfast - \$25.00 Lunch - \$20.00 Dinner - \$35.00 All receipts for meal expenses need to be itemized for reimbursement purposes and attached to the Provider's claim form/invoice. Meal expenses will be reimbursed on the basis of submitted itemized GST receipts only (not eftpos receipts). Te Pūkenga will not allow recovery of costs for alcoholic drinks. GST cannot be added on to vouched expenses, such as travel, accommodation, meals, etc. 		
	Travel Normally Te Pūkenga will arrange and pay for flights and accommodation for the Provider and will contact the Provider directly to arrange. Arrangements (and any costs incurred) for travelling to a Te Pūkenga location within 30 kilometres of the Provider's home location will be the Provider's responsibility. Travel to and from the institution can be claimed at \$40.00 per hour (excluding GST) for travel time above the 30 kilometre range from the Provider's home location to Te Pūkenga location up to a maximum amount of five hours each way. Te Pūkenga will pay \$0.95 per kilometre travelled up to a maximum of \$150.00 excluding GST where the Provider travels outside a 30 kilometre radius of their home location. Taxis or parking costs must be vouched.		
12. Address for Notices	Where notices are being sent to Te Pūkenga those should be addressed as follows: to the email address specified for the Te Pūkenga Nominated Representative within this Schedule (unless specified otherwise in writing by Te Pūkenga) but always with a copy to <u>legal@tepukenga.ac.nz</u> and marked "Urgent attention required" in the subject field.	Where notices are being sent to the Provider those should be addressed as follows: to the email address specified for the Provider's Nominated Representative within this Schedule (unless specified otherwise in writing by the Provider)	
13. Insurance requirements	[Insert the professional indemnity and public liability insurance amounts that the provider maintains. For example, "\$2,000,000 on an each and every claims basis"]		

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SCHEDULE TWO

1. Standards

Without limiting any other obligations under the agreement, the Provider shall perform the services in accordance with the following Service Standards for Academic Monitors:

- The Provider shall in carrying out monitoring at all times comply with the NZQA/Te Pūkenga published standards, guidelines and procedures without deviation with the objective of achieving consistency in the Provider's work pursuant to this Agreement.
- The Provider must promote and maintain proper standards of professionalism to other monitors, NZQA and Te Pūkenga (including Te Pūkenga kaimahi, ākonga and Stakeholders) and shall treat such parties with courtesy and fairness.
- The Provider shall prepare all reports carefully and shall not knowingly include any false or misleading material in such reports.
- The Provider shall act independently and not be subject to influence from other individuals or organisations but be receptive to relevant comments from organisations or individuals.
- The Provider shall act objectively, reliably and carry out their services to the best of their ability.
- The Provider shall use their best endeavours to constantly increase their knowledge to improve their professional competence to carry out the monitoring.
- The Provider acknowledges that they will be subject to peer review in respect of their performance of their service pursuant to this Agreement.

2. Records and Information Management Compliance

- 2.1. The Provider will at all times follow the instructions given by Te Pūkenga when creating, saving and storing Te Pūkenga records. The Provider will be provided access to relevant Te Pūkenga records and information management systems, into which records must be stored, accessed from, and maintained.
- 2.2. All information created by the Provider in the performance of the Services for Te Pūkenga are owned by Te Pūkenga and Te Pūkenga retains all rights to manage its records and information; which includes backup recoveries, restricted access, deletion of records and information as is reasonably required by Te Pūkenga in the course of its normal duties.
- 2.3. The Provider agrees to furnish Te Pūkenga with all material information and documentation that are received, held by, or created by the Provider in order for Te Pūkenga to perform its functions as a Crown Entity and comply with its legal and regulatory obligations including (but not limited to):
 - 2.3.1. Privacy Act 2020;

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- 2.3.2. Education and Training Act 2020;
- 2.3.3. Public Records Act 2005; and
- 2.3.4. any other function in the performance of Te Pūkenga duties as required by legislation or Te Pūkenga policies and procedures.
- 2.4. The Provider shall not retain any record for longer than is necessary to perform the Services.
- 2.5. Upon completion of the Services, the Provider shall return all records and information to Te Pūkenga. The Provider shall dispose of any duplicate record in their possession that has been provided to Te Pūkenga. For the avoidance of doubt, a failure to do so will be treated by Te Pūkenga as a breach of contract and non-compliant with Te Pūkenga obligations under the Public Records Act 2005.



Tā Te Pūkenga Komiti Pūrongo

Te Pūkenga Te Ohu Whakahaere Academic Quality Report

3 April 2024

Title	Annual review of national academic policies	
Provided by	Fionna Moyer, Quality Specialist, Wintec	
Author	Fionna Moyer, Quality Specialist, Wintec	
For	Approval and report to Te Poari Akoranga	

Te Taunaki | Recommendation(s)

It is recommended that Te Ohu Whakahaere Academic Quality (Te Ohu):

ved by for emic
to

Te Tāhuhu Kōrero | Background

1. Five national policies were endorsed by Te Ohu Whakahaere Quality and approved by Te Poari Akoranga in late 2022 or early 2023 for release to the network.



- As work was underway on the organisational structure of Te Pūkenga, an annual review was included in each policy to ensure timely review and update once the organisational structures were in place.
- 3. Following the announcement in early December 2023 of the intended disestablishment of Te Pūkenga, this mahi was put on hold and the reviews that were intended to be completed in November were not undertaken.
- 4. In discussion with the Ako Excellence Director, a decision was made to undertake a light review of the policies and bring the policies up to date.

Te pūtake o tēnei pūrongo | Purpose of this report

The purpose of this report is for Te Ohu Whakahaere Quality to review and approve the amended policies for release to the network.

Ngā Kōwhiringa me Te Tātaritanga | Options and analysis

Policy	Review and Amendments	Notes
Te Pūkenga Assessment	Reviewed policy for any required changes as a result of the disestablishment – none noted.	No additional notes
Policy	Updated approvals details, policy sponsor, contact person, and dates.	
	Updated Section 3 Kaupapa Here Policy Statements; amended Te Kawa Maiorooro references to align with changes made in V24.03	
	Updated Te Kawa Maiorooro link to latest version	
Te Pūkenga Moderation	Reviewed policy for any required changes as a result of the disestablishment – none noted.	No additional notes
Policy	Updated approvals details, policy sponsor, contact person, and dates.	
	Removed 'under development' from Section 6. Ngā Hononga ki Tuhinga kē Links to Other Documents; requirements for product moderation systems have been developed and will be made available to the network	
Te Pūkenga	Reviewed policy for any required changes as a	Noted that Te Ohu
Ākonga Concerns and Complaints Policy	result of the disestablishment – none noted. Updated approvals details, policy sponsor, contact person, and dates.	Whakahaere Appeals was intending to undertake a full review of this policy in 2024; recommend that

The table below outlines the changes made for each of the five national policies:

🗑 Te Pūkenga

Policy	Review and Amendments	Notes
	Minor editorial format change to clause 3.8(a) No other changes made.	this policy update be reported to TOW Appeals to inform that mahi should they intend to proceed.
Te Pūkenga Ākonga Appeals Policy	Reviewed policy for any required changes as a result of the disestablishment – none noted. Updated approvals details, policy sponsor, contact person, and dates. No other changes made.	Noted that Te Ohu Whakahaere Appeals was intending to undertake a full review of this policy in 2024; recommend that this policy update be reported to TOW Appeals to inform that mahi should they intend to proceed.
Te Pūkenga Continuous Quality Improvement Policy	Reviewed policy for any required changes as a result of the disestablishment – none noted. Updated approvals details, policy sponsor, contact person, and dates. Deleted 'Te Whiria Te Pūkenga' from Section 5. Ngā Hononga ki Tuhinga kē Links to Other Documents; Whiria Te Pūkenga was incorporated into final version of Whiria Te Ako.	Noted that as a co- sponsor, Pounuku Tiriti be advised of the minor review to this policy.

Te Ahunga Ki Mua | Next steps

- Subject to feedback from Te Ohu, Te Pūkenga Ākonga Concerns and Complaints Policy and Te Pūkenga Ākonga Appeals Policy will be provided to Te Poari Akoranga to approve at its next meeting.
- Subject to feedback from Te Ohu, Te Pūkenga Assessment Policy, Te Pūkenga Moderation Policy, and Te Pūkenga Continuous Quality Improvement Policy will be approved by one of the Co-Chairs of Te Ohu.

Once approved, the updated policies will be released on the public website and Te Whare, and the network will be notified of the updated versions.

Ngā Tāpiritanga | Appendices

Appendix 1: Reviewed Te Pūkenga Assessment Policy V24.1

Appendix 2: Reviewed Te Pūkenga Moderation Policy V24.1

Appendix 3: Reviewed Te Pūkenga Ākonga Concerns and Complaints Policy V24.1

Appendix 4: Reviewed Te Pūkenga Ākonga Appeals Policy V24.1

Appendix 5: Te Pūkenga Continuous Quality Improvement Policy V24.1



Kaupapa-here | Assessment Policy

Mō wai me te whānuitanga | Audience and scope

This policy applies to:

- a) all educational assessment delivered by and on behalf of Te Pūkenga (including contracted delivery), and all stages of the assessment process.
- b) all employees of Te Pūkenga, including contracted staff and secondees providing services for Te Pūkenga, and those on fixed-term contracts (collectively referred to as Kaimahi in this policy) involved in the assessment process; and
- c) all local, regional, and national committees involved in the assessment process; and
- d) all regions of Te Pūkenga.

This policy is a national policy adopted by Te Pūkenga during its transition phase and comes into effect on 6 March 2023. It is intended to be an overarching policy that sits across the local policies and procedures in each region of Te Pūkenga. In accordance with the Transitioning (Grandparenting) Former Subsidiaries Policies, the local policies and procedures in a region will continue to apply to the extent they are consistent with this policy. When the local policies and procedures are not consistent with this policy, then this policy takes precedence. This policy will be reviewed, monitored, and amended as the organisational structures are put in place across the network.

Mokamoka whakaaetanga | Approval details

Version number	23 24.1	Effective date	6 March 2023
Approval authority	Te Poari Akoranga	Date of approval	22 February 2023
Policy sponsor (has	Kaikōkiri Director	Policy owner	DCE Academic Centre
authority to make	QualityAko Excellence		and Learning Systems
minor amendments)	Director		
Category	Academic	Date of next review	November <u>20232024</u>
Contact person	Kaikōkiri Director		
	QualityAko Excellence		
	Director		

Ngā whakatikatika | Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment	
23.1	6 March 2023	Academic Centre and	First published	
		Learning Systems		
23.2	24 March 2023	Academic Centre and	Minor correction to reference in clause	
		Learning Systems	3.14; TKM reference corrected	
24.1	<u>3 April 2024</u>	Te Pūkenga Quality	Annual Review	

Te Pūkenga Assessment Policy V23.2<u>4.1</u>



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Kaupapa-here | Assessment Policy

1. Pūtake | Purpose

- 1.1. The purpose of this policy is to set the expectations for educational assessment for Te Pūkenga.
- 1.2. Educational assessment (henceforth, assessment) is used for diagnostic, formative, and summative purposes, and thus, for credentialling. It provides information for ākonga and kaiako about ākonga knowledge and skill starting point(s) and learning progress; provides evidence of the achievement of learning outcomes and Standards outcomes and requirements; and contributes to the attainment of competencies identified in graduate profiles.

2. Ngā Mātāpono | Principles

- 2.1. These principles embody Ā Mātou Uara | Our Values of:
 - a. Manawa nui | We reach out and welcome in
 - b. Manawa roa | We learn and achieve together
 - c. Manawa ora | We strengthen and grow the whole person
- 2.2. Assessment holds ākonga at the centre.
- 2.3. Assessment ensures equity for ākonga Māori, ākonga nō Te Moana-nui-a-Kiwa, and ākonga Whai Kaha, and safeguards the interests of all ākonga.
- 2.4. Assessment upholds the mana¹ of ākonga, and of its kaupapa.² It upholds mana in how assessment is conducted, and the approaches and practices used; in the communication of expectations, feedback, and results; in the decisions made based on assessment results.
- 2.5. Assessment is fit-for-purpose and has integrity:
 - a. Assessment supports effective learning for ākonga. It leads to equitable, credible, and defensible assessment outcomes for ākonga. It is focused on its purpose(s). It is meaningful.
 - b. Assessment is effective for its different purposes: diagnostic, formative, summative; assessment for learning, of learning, as learning.
 - c. Assessment is valid:
 - i. It adequately and appropriately assesses what it is meant to assess, at the right level, using appropriate methods and under appropriate conditions. Assessor judgements are based on sufficient and credible ākonga assessment evidence. Assessment results fairly, credibly, and defensibly reflect ākonga achievement.
 - ii. Ākonga assessment evidence is judged appropriately and consistently over time, irrespective of assessor, ākonga or context.
 - iii. It is fair, and free from bias or discrimination.
 - d. Assessment is relevant, engaging, and reflects real-world conditions. It is technically accurate and appropriately contextualised.
 - e. Assessment is equitable and inclusive in approach and practice. It is accessible, and culturally appropriate and responsive.
 - f. Assessment outcomes for each unified product are comparable across Te Pūkenga.
- 2.6. Assessment is appropriate: It is appropriate to its purpose(s), outcomes assessed, level, subject discipline, context, situation, and ākonga, for all aspects of Te Pūkenga network. To enable this,

¹ In this context, 'mana' is taken to mean integrity, influence, control, prestige, status, spiritual power, and authority. ² In this context, 'kaupapa' is taken to mean the purpose, goals, and reason(s) for undertaking.



flexibility is afforded (within set parameters) in the assessment approaches, methods, conditions, practices, timing, and evidence generation and gathering; the integrity, validity and fairness of assessment must be upheld.

- 2.7. Assessment supports Te Pae Tawhiti: It supports the pursuit and obtainment of the goals and outcomes of Te Pae Tawhiti: Te Tiriti o Waitangi Excellence Framework.
- 2.8. Assessment is sustainable and resilient: It is sustainable and manageable for ākonga, kaimahi and Te Pūkenga. Assessment is responsible in use of resource. It is designed to serve the needs of the present and to support ākonga to meet their own future learning requirements. The assessment approaches and practices employed are adaptive and responsive.

3. Kaupapa Here | Policy Statements

- 3.1. Assessment at and for Te Pūkenga enacts the Assessment Principles and adheres to <u>Te Kawa</u> <u>Maiorooro</u>.
- 3.2. Assessment at and for Te Pūkenga is planned and intentional.
- 3.3. Assessment design at and for Te Pūkenga is based on constructive alignment and leads to valid and fair assessment that is fit-for-purpose and has integrity.
- 3.4. Assessment for summative purposes at and for Te Pūkenga is criterion-referenced (i.e., is not normreferenced) and uses the grading approach specified in the approved course descriptor or equivalent. Assessors evaluate ākonga assessment evidence against the assessment criteria when making their judgements.
- 3.5. Quality assured (moderated) summative assessment materials are used to assess ākonga achievement against learning outcomes, and Standard outcomes and requirements.
- 3.6. Assessments for summative purposes can be undertaken in te reo Māori, New Zealand Sign Language, or English, except where a specific language is required.
- 3.7. Kaimahi who evaluate and judge ākonga assessment evidence have requisite knowledge and skill in the subject and in assessment practice.
- 3.8. Each region implements effective assessment and moderation practices for all credentialled products that they deliver to:
 - a. ensure fair and valid assessment for summative purposes is undertaken,
 - b. proactively uphold and safeguard the integrity of that assessment for all ākonga, and
 - c. maintain comparability in assessment outcomes with other regions. (Refer to Te Pūkenga Moderation Policy.)
- 3.9. All kaimahi involved in the assessment process engage in effective and robust assessment and moderation practices, as per 3.8 (above) and as enabled by Te Pūkenga and the relevant region.
- 3.10. Assessment expectations, information, and results are communicated with ākonga in an appropriate and timely manner.
- 3.11. Assessment feedback to ākonga is appropriate, constructive, and well-timed.
- 3.12. Any variations to assessment, or alternative or supported assessment arrangements made (including those covered in 67.3 and 67.5 of Te Kawa Maiorooro) uphold the validity, fairness, and integrity of assessment for summative purposes.
- 3.13. Academic integrity is upheld, and where threats to academic integrity are identified, or that integrity is compromised appropriate actions are taken. (Refer to Te Kawa Maiorooro 6-87.7.)
- 3.14. Summative assessment results are reported accurately and within required timeframes through the relevant results reporting and approval process, as per local procedures. (Refer to Te Kawa Maiorooro 6.137.12.)

Te Pūkenga Assessment Policy V23.2<u>4.1</u>



- 3.15. For Reassessment and Reconsideration matters relating to assessment for summative purposes, refer to Te Kawa Maiorooro 6.157.14, 6.197.18 and 6.207.19.
- 3.16. Copies of marked summative assessments from all ākonga are retained as per Te Kawa Maiorooro 6.127.11. Copies may also be retained for moderation purposes (refer Moderation Policy; Te Kawa Maiorooro 6.117.10.)
- 3.17. Assessment for summative purposes meets relevant Quality Assurance Body, Standard Setting Body, and Regulatory Body requirements.

4. Ngā Haepapa | Responsibilities

Role	Responsibilities	
Kaimahi	All kaimahi are responsible for following this policy.	
Managers	Managers support and enable this policy to be followed.	
Regional/National	Programme Leads facilitate and enable this policy to be followed.	
Programme Leads		
Programme Committee	Programme Committees or equivalent monitor and oversee summative	
or equivalent	assessment activities and results.	
Te Pūkenga	Te Pūkenga ensures, supports, and enables this policy to be implemented	

5. Ngā Tikanga | Definitions

Term	Definition		
Ākonga	A person who is involved in learning and/or assessment (at an education and		
_	training provider or in the workplace, etc.); a learner		
Ākonga Māori	Māori learner		
Ākonga nō Te Moana- nui-a-Kiwa	Pacific learner		
Ākonga Whai Kaha	Disabled learner		
Ākonga assessment evidence	The evidence or performance produced by ākonga to demonstrate their learning/achievement, that is collected and evaluated within the assessment process.		
Assessment outcomes	The nature, characteristics, quality, and quantity of ākonga assessment evidence that is judged as meeting each grade for the assessed outcomes, accounting for the conditions under which that evidence was produced.		
Assessment criteria	The defined criteria against which ākonga assessment evidence is evaluated.		
Constructive alignment	The systematic alignment of intended learning outcomes, assessment, and teaching and learning activities.		
Credentialled products	Products for which the results achieved in the summative assessment(s) contribute to the awarding of that product to ākonga.		
Credentialling	The awarding of a qualification or other credential to ākonga, based on results achieved in the summative assessment(s) and satisfaction of any other set requirements.		
Criterion-referenced grading approaches	Grading approaches in which ākonga assessment evidence is evaluated against certain defined assessment criteria, without reference to the performance of others or their own previous performance. The assessment grades as defined in 6.17, Te Kawa Maiorooro, are types of criterion-referencing.		
Diagnostic assessment purpose	Assessment for diagnostic purposes is conducted to find out where ākonga are starting from, in terms of knowledge and skill.		



Educational	The assessment of ākonga learning, knowledge, and skills in relation to intended			
assessment	learning outcomes and Standard outcomes.			
Formative assessment	Assessment for formative purposes is embedded in the learning and teaching			
purpose	process and provides informal and formal feedback to kaiako and ākonga on			
	progress towards a learning outcome.			
Kaiako	Teacher or facilitator of learning.			
Kaimahi	All employees of Te Pūkenga, including contracted staff and secondees			
	providing services for Te Pūkenga, and those on fixed-term contracts.			
Moderation	An umbrella term for the range of practices used formatively (i.e., proactively or			
	in real-time) and summatively (i.e., retrospectively) to maintain, improve, and			
	assure, the quality and integrity of summative assessment. Moderation			
	addresses all stages of summative assessment, each stage via appropriate			
	practices and corresponding focus.			
Product	An umbrella term for the educational and training offerings of Te Pūkenga,			
	including programmes, micro-credentials, assessment standards, Skills			
	Standards, and courses.			
Stages of assessment	The stages present in any assessment process, irrespective of method or			
process	context. These include, conceptualising, scheduling, assessment materials (e.g.,			
	activity, marking guidance), assessment event, assessor judgements, grades /			
	results awarded.			
Summative	Assessment for summative purposes contributes to the final grade / result;			
assessment purpose	determines ākonga achievement of learning outcomes and/or Standard			
	outcomes and requirements, ensures that the ākonga has met the requirements			
	for progression and completion within the product.			

6. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Ngā Kaupapa-Here e Hāngai ana Related policies, regulations, and frameworks
Te Pae Tawhiti: Te Tiriti o Waitangi Excellence Framework (current version) Te Kawa Maiorooro Educational Regulatory Framework
Te Pūkenga Moderation Policy
NZQA NZQF Programme Approval and Accreditation Rules (current version)
NZQA Consent to Assess Against Standards on the Directory of Assessment Standards Rules (current
version)
NZQA Micro-credential Approval and Accreditation Rules (current version)
NZQA Assessment (including Examination) Rules for Tertiary Education Organisations with Consent to
Assess Entering Candidates for Achievement Standards (current version)
NZQA Te Hono o Te Kahurangi quality assurance framework
Relevant Consent and Moderation Requirements
Ngā Tukanga me ngā Hātepe Processes, procedures
Local and/or Regional Te Pūkenga assessment procedures
Whiria Te Ako
Te Pūkenga Interim Assessment Handbook
NZQA Aromatawai and the Principles of Assessment (August 2022)

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Ture whai take | Relevant legislation Education and Training Act 2020

Te Pūkenga Assessment Policy V23.24.1

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Kaupapa-here | Moderation Policy

Mō wai me te whānuitanga | Audience and scope

This policy applies to:

- a) all credentialled products within Te Pūkenga network of provision (including contracted delivery) and all summative assessments within those products
- b) all employees of Te Pūkenga, including contracted staff and secondees providing services for Te Pūkenga, and those on fixed-term contracts (collectively referred to as Kaimahi in this policy) involved in the assessment and moderation processes; and
- c) all local, regional, and national committees involved in the assessment and moderation processes; and
- d) all regions of Te Pūkenga.

This policy is a national policy adopted by Te Pūkenga during its transition phase and comes into effect on 6 March 2023. It is intended to be an overarching policy that sits across the local policies and procedures in each region of Te Pūkenga. In accordance with the Transitioning (Grandparenting) Former Subsidiaries Policies, the local policies and procedures in a region will continue to apply to the extent they are consistent with this policy. When the local policies and procedures are not consistent with this policy takes precedence. This policy will be reviewed, monitored, and amended as the organisational structures are put in place across the network.

Mokamoka whakaaetanga | Approval details

Version number	23.1 24.1	Effective date	6 March 2023
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Contact person	Kaikōkiri Director		
	QualityAko Excellence		
	<u>Director</u>		

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23.1	6 March 2023	Academic Centre and	First published
		Learning Systems	
<u>24.1</u>	<u>3 April 2024</u>	Te Pūkenga Quality	Annual Review

Te Pūkenga Moderation Policy V23V24.1



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Kaupapa-here | Moderation Policy

1. Pūtake | Purpose

- 1.1. The purpose of this policy is to set the expectations for moderation for Te Pūkenga.
- 1.2. The purpose of moderation is to safeguard the integrity and quality of summative assessment, and thereby, of the qualifications and educational outcomes which ākonga achieve. Moderation assures our stakeholders of the same, and of our commitment to continuous improvement of learning, teaching and assessment.
- 1.3. Different moderation practices are appropriate for use in different contexts and situations. The intention of this policy is that the purpose of moderation is effectively met using those practices that are appropriate in the situation.

2. Ngā Mātāpono | Principles

- 2.1. These principles embody Ā Mātou Uara | Our Values of:
 - a. Manawa nui | We reach out and welcome in
 - b. Manawa roa | We learn and achieve together
 - c. Manawa ora | We strengthen and grow the whole person
- 2.2. Moderation holds ākonga at the centre.
- 2.3. Moderation provides assurance of equity for ākonga Māori, ākonga nō Te Moana-nui-a-Kiwa, and ākonga Whai Kaha, and safeguards the interests of all ākonga.
- 2.4. Moderation upholds the mana¹ of the people involved, and of its kaupapa². It upholds mana in how moderation is conducted, and the approaches and practices used, and in the responsibilities, expectations, feedback, and results. It supports improvement.
- 2.5. Moderation supports Te Pae Tawhiti: It supports the pursuit and obtainment of the goals and outcomes of Te Pae Tawhiti: Te Tiriti o Waitangi Excellence Framework.
- 2.6. Moderation is effective and fit for purpose: It supports effective learning and equitable and credible outcomes for ākonga; it is focused on its purpose; it is meaningful and effective for its functions:
 - a. actively safeguarding, improving, and providing assurance of, the quality and integrity of summative assessment (as defined in Te Pūkenga Assessment Policy),
 - b. assuring Te Pūkenga-wide comparability of assessment outcomes for each unified product,
 - c. providing improvement and development opportunities that include but are not limited to those regarding assessment, and
 - d. providing evidence for evaluative, quality assurance, and compliance purposes.
- 2.7. Moderation is appropriate: It is appropriate to the context, situation, assessment method, learning outcomes, subject, cultural context, and situation, for all aspects of Te Pūkenga network. To enable this, flexibility is afforded in the approaches, practices, timing, stage(s) of assessment considered, documentation and evidence kept, within set parameters.
- 2.8. Moderation is resilient and sustainable: The moderation framework and systems employed are adaptive, and responsive to situations as they arise. Moderation is manageable and is responsible in use of resource. It develops and grows kaiako, personnel involved in the assessment process, and Te Pūkenga.

¹ In this context, 'mana' means integrity, influence, control, prestige, status, spiritual power, and authority.

 $^{^{\}rm 2}$ In this context, 'kaupapa' means the purpose, goals, and reason(s) for undertaking.



3. Kaupapa Here | Policy Statements

- 3.1. Moderation activities and systems within Te Pūkenga enact the Moderation Principles.
- 3.2. Moderation is used systematically to ensure that summative assessment processes for ākonga are fair and equitable, and grades / results awarded have integrity and are defensible.
- 3.3. Moderation is used to provide improvement and development opportunities.
- 3.4. Oversight and monitoring of moderation across Te Pūkenga is sufficient to ensure robust and effective function; and to give Te Poari Akoranga, Te Pūkenga Academic Board, and stakeholders confidence in the moderation systems and in the qualifications and credentials awarded.
- 3.5. All kaimahi involved in the assessment process engage in moderation to proactively uphold and safeguard the quality and integrity of summative assessment (as defined in Te Pūkenga Assessment Policy) for current ākonga, as enabled by Te Pūkenga and the relevant region.
- 3.6. Each region implements effective moderation for **all** products that they deliver to proactively uphold and safeguard the quality and integrity of summative assessment (as defined in Te Pūkenga Assessment Policy) for current ākonga, and to maintain assessment comparability for that product with other regions.
- 3.7. For each unified product or unified product grouping, a Te Pūkenga Product Moderation System is in place which:
 - a. encompasses all summative assessments within the product(s), all kaimahi involved in the assessment process, and all regions involved
 - b. meets the Requirements for Product Moderation Systems and includes moderation with party/parties external to Te Pūkenga
 - c. develops, supports, safeguards, and assures network-wide comparability in assessment outcomes for that product
 - d. is managed, monitored, and overseen within the applicable national, regional, and/or local organisational structure.
- 3.8. Product Moderation Systems are maintained to ensure that they are robust and fit-for-purpose.
- 3.9. Each region engages in the Product Moderation Systems for the products that they have responsibility for assessing.
- 3.10. Regulatory and external Quality Assurance Body and Standard Setting Body requirements regarding moderation are met.

Role	Responsibilities	
Kaimahi	All kaimahi are responsible for following this policy	
Managers	Managers support and enable this policy to be followed	
Regional/National	Programme Leads facilitate and enable this policy to be followed	
Programme Leads		
Programme	Programme Committees or equivalent monitor and oversee moderation	
Committees or	activities, actions, and outcomes	
equivalent		
Te Pūkenga	Te Pūkenga ensures, supports, and enables the implementation of this policy	

4. Ngā Haepapa | Responsibilities



5. Ngā Tikanga | Definitions

Term	Definition		
Ākonga	A person who is involved in learning and/or assessment (at an education and		
	training provider or in the workplace, etc.); a learner		
Ākonga Māori	Māori learner		
Ākonga nō Te Moana-	Pacific learner		
nui-a-Kiwa			
Ākonga Whai Kaha	Disabled learner		
Assessment outcomes	The nature, characteristics, quality, and quantity of ākonga assessment		
	evidence that is judged as meeting each grade for the assessed outcomes,		
	accounting for the conditions under which that evidence was produced.		
Credentialled products	Products for which the results achieved in the summative assessment(s)		
	contribute to the awarding of that product to ākonga.		
Kaimahi	All employees of Te Pūkenga, including contracted staff and secondees		
	providing services for Te Pūkenga, and those on fixed-term contracts		
Moderation	An umbrella term for the range of practices used formatively (i.e., proactively		
	or in real-time) and summatively (i.e., retrospectively) to maintain, improve,		
	and assure, the quality and integrity of summative assessment. Moderation		
	addresses all stages of summative assessment, each stage via appropriate		
	practices and corresponding focus.		
Product	An umbrella term for the educational and training offerings of Te Pūkenga,		
	including programmes, micro-credentials, assessment standards, Skills		
	Standards, and courses.		
Product Moderation A Te Pūkenga-wide system in which moderation activity for a particu			
System	product or group of products is organised, the purpose of which is to develop,		
	support, safeguard, and assure network-wide comparability in assessment		
	outcomes for that product or product grouping.		
Requirements for	Requirements that stipulate the parameters within which each Product		
Product Moderation	Moderation System must operate and the specifications that each must satis		
System	Within these parameters flexibility of practice appropriate to the product will		
	be established		
Summative assessment	Assessment that contributes to the final result or grade; determines ākonga		
	achievement of learning outcomes and/or Standard outcomes and		
	requirements, ensures that the akonga has met the requirements for		
	progression and completion within the product.		

6. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Ngā Kaupapa-Here e Hāngai ana Related policies, regulations, and frameworks Te Pae Tawhiti: Te Tiriti o Waitangi Excellence Framework (current version)
Te Kawa Maiorooro Educational Regulatory Framework
Te Pūkenga Assessment Policy
NZQA NZQF Programme Approval and Accreditation Rules (current version)
NZQA Consent to Assess Against Standards on the Directory of Assessment Standards Rules (current version)
NZQA Micro-credential Approval and Accreditation Rules (current version)

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NZQA Assessment (including Examination) Rules for Tertiary Education Organisations with Consent to Assess Entering Candidates for Achievement Standards (current version) NZQA Te Hono o Te Kahurangi quality assurance framework Relevant Consent and Moderation Requirements

Ngā Tukanga me ngā Hātepe | Processes, procedures

Whiria Te Ako

Requirements for Product Moderation Systems (under development) Local and/or regional moderation procedures NZQA National external moderation guidelines for TEOs (current version) Relevant Workforce Development Councils moderation procedures

Ture whai take | Relevant legislation

Education and Training Act 2020

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Kaupapa-here | Ākonga Concerns and Complaints Policy

Mō wai me te whānuitanga | Audience and scope

This national policy applies to:

- a) concerns and complaints from ākonga that may include:
 - i. Their course or programme
 - ii. An enrolment or admission decision
 - iii. The actions and behaviour of other ākonga or kaimahi
 - iv. Administrative systems, services, or decisions
 - v. Te Pūkenga compliance with the <u>Education (Pastoral Care of Tertiary and International</u> <u>Learners) Code of Practice 2021</u> (the Code)
 - vi. Access to regulations, policy, or procedures that affect ākonga

Mokamoka whakaaetanga | Approval details

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Category	Academic	Date of next review	November 2023 2024
Contact person	<u>Chair, Te Ohu</u>		
	Whakahaere Appeals		

Ngā whakatikatika | Amendment history

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23.1	1 January 2023	Academic Delivery &	First published
		Innovation	
24.1	<u>3 April 2024</u>	Te Pūkenga Quality	Annual review



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Kaupapa-here | Ākonga Concerns and Complaints Policy

1. Pūtake | Purpose

The purpose of this policy is to ensure that ākonga have access to a concerns and complaints resolution process that is timely, fair, effective, culturally appropriate, and upholds the principles of natural justice.

2. Ngā Mātāpono | Principles

- 2.1. The Concerns and Complaints Policy and Procedures follow the principles of natural justice.
- 2.2. Ākonga are entitled to culturally appropriate processes and responses that consider traditional processes for raising and resolving issues.
- 2.3. Information on the concerns and complaints process is accessible.
- 2.4. Complaints are resolved in a timely and consistent manner.
- 2.5. Ākonga are treated with respect, fairly and without bias.
- 2.6. Information is shared only with those who need to know, being mindful of the rights of the complainant and any individual named and involved.
- 2.7. Complaints about kaimahi are referred to People and Culture; employment decisions are not shared with ākonga due to privacy obligations.
- 2.8. All parties are entitled to an advocate and support at all steps in the concerns and complaints process.
- 2.9. All parties affected by a complaint are kept regularly informed of the progress of the complaint, given an opportunity to present evidence, and to read interim findings and recommendations before a decision is made.
- 2.10. Te Pūkenga treats complaints as a valuable form of feedback and an opportunity to put things right where appropriate, and to promote continuous quality improvement.

3. Kaupapa Here | Policy Statements

3.1. Support

- a) Te Pūkenga ensures information on support services is available to the complainant and any individuals involved.
- b) At any time during the process, the complainant and any individuals involved are entitled to access support from internal or external services.

3.2. Concerns

- a) Ākonga are encouraged to resolve their concerns either directly with the person concerned, through the business division's online feedback or Student Voice portal, or with the business division Ākonga Support team.
- b) Kaimahi directly involved will either manage the resolution of the concern or refer the matter to the business division Complaints Officer (or equivalent function) who will identify the appropriate person/unit to follow up and resolve the concern.
- c) If the ākonga wishes to be contacted, they will be kept informed or advised of the outcome within five working days.
- d) If a concern cannot be resolved to the satisfaction of an ākonga, they may make a formal complaint.



3.3. Complaints

- a) The complainant makes their complaint in person or in writing to a kaimahi or directly to the business division Complaints Officer normally within 21 days of the incident or issue. The kaimahi who receives an oral complaint puts it in writing to the satisfaction of the complainant.
- b) Complaints made 22 or more days following the incident or issue may proceed at the discretion of the business division delegated authority.
- c) The Complaints Officer identifies the relevant procedures, assesses the complaint for legal or other implications, and initiates an investigation following the business division procedures.
- d) The Complaints Officer reports the outcome to all parties in writing within 30 days of receipt of the complaint. The communication will also include the complainants right to appeal if they are not satisfied with the outcome following the process set out in the Akonga Appeals Policy.
- e) At all times throughout this process, the complainant has the right to involve a support person of their choice or to withdraw the complaint. It is the responsibility of the kaimahi involved to advise the student of this right.
- f) Feedback on the complaints process will be sought from the complainant on their experience of the complaints process and will be used to inform continuous quality improvement of the procedures.

3.4. Documentation and reporting

- a) The Complaints Officer will register all complaints and resolutions on the business division Complaints Register. Access to the Register will be restricted.
- b) Documentation relating to the complaint is kept in accordance with relevant legislation and the business division Records Management Policy and General Disposal Authority.
- c) Any reports generated from the register will maintain the privacy of complainants and any other persons involved in the complaint in accordance with the Privacy Act (2020).
- d) The Complaints Officer reports monthly to the senior manager with overall responsibility for Concerns and Complaints, and annually to Te Ohu Whakahaere Quality, to ākonga on the website, and to the code administrator (NZQA) on the overall numbers and nature of complaints and outcomes for the year and, as far as practicable to maintain privacy, by diverse ākonga groups.

Role	Responsibilities	
Ākonga	All Ākonga who have a concern and complaint are responsible for following the	
	procedures set out in this national policy	
Kaimahi	All Te Pūkenga staff are responsible for implementation of this national policy	
Te Pūkenga	Te Pūkenga is responsible for ensuring ākonga are informed of their right to raise a	
	concern or make a complaint and that information on the procedures is published	
	and accessible.	

4. Ngā Haepapa | Responsibilities

5. Ngā Tikanga | Definitions

Term	Definition
Advocate/Ākonga	The person who assists the akonga by being present, observing that the
Support Person	process is followed, and/or advising the ākonga regarding process and options



Term	Definition	
	and guiding them through the process. An Advocate is an Ākonga Advisor, their nominee, or any person nominated by the ākonga.	
Concern	A matter where it is likely that resolution can be obtained by direct, informal consultation with the people concerned. A situation where the ākonga considers appropriate standards have not been met but the impact on them has not been great.	
Complaint	An expression of dissatisfaction where the ākonga seeks some form of redress or change in a situation; where the ākonga considers that there has been a direct and significant adverse impact on him/her, which requires a formal process of resolution.	
Natural justice	 The three main requirements of natural justice that must be met in every case are: adequate notice, no bias and fair hearing. A process conducted without bias that includes three key rules to enable this: a. In an investigation, the subject of the complaint must be advised of the allegations in as much detail as possible, given time to prepare and present their side of the story including evidence and must be given the opportunity to reply to the allegations. b. Investigators and decision makers must be impartial and act without bias in procedures connected with the making of a decision. Decisions must be based on a balanced and considered assessment of the information and evidence. c. Decisions must be based on logical proof or evidence. Investigator or decision makers should be able to clearly point to the evidence on which the decision is based. Evidence presented by one party must be disclosed to the other party, who may then subject it to scrutiny. 	

6. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Ngā Kaupapa-Here e Hāngai ana | Related policies

Te Kawa Maiorooro Ākonga Appeals Policy Assessment regulations and procedures Ākonga code of conduct (Business Division) Te Pae Māhutonga (Wellness Framework) Code of Practice for the Pastoral Care of Tertiary and International Learners

Ngā Tukanga me ngā Hātepe | Processes, procedures

Business division concerns and complaints processes

Ture whai take | Relevant legislation

Human Rights Act 1993 Privacy Act 2020 Bill of Rights Act 1990 The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 Harmful Digital Communications Act 2015



Kaupapa-here | Ākonga Appeals Policy

Mō wai me te whānuitanga | Audience and scope

This national policy applies to:

- a) Any appealable decision, action, or omission process made by Te Pūkenga in relation to ākonga.
- b) Appealable decisions include:
 - i) The outcome of an academic complaint or academic integrity matter or review process
 - ii) The outcome of a non-academic complaint
 - iii) The outcome of a postgraduate research or scholarship decision
 - iv) The outcome of an ākonga breach of discipline decision.

Mokamoka whakaaetanga | Approval details

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minor amendments)	Director		
Category	Academic	Date of next review	November <u>2023</u> 2024
Contact person	Chair, Te Ohu		
	Whakahaere Appeals		

Ngā whakatikatika | Amendment history

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23.1	1 January 2023	Academic Delivery &	First published
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Kaupapa-here | Ākonga Appeals Paolicy

1. Pūtake | Purpose

The purpose of this policy is to ensure that Te Pūkenga ākonga have access to an appeal process that is timely, conducted fairly, effectively, consistently, and in a manner that is culturally appropriate to the ākonga, following the principles of natural justice.

2. Ngā Mātāpono | Principles

- 2.1. The appeals policy follows the principles of natural justice.
- 2.2. Ākonga are entitled to culturally appropriate approaches that consider traditional processes for raising and resolving issues.
- 2.3. Appeals are resolved in a timely and consistent manner.
- 2.4. Ākonga are treated with respect, fairly, and without bias.
- 2.5. All parties are entitled to an advocate and support at all steps in the appeals process.
- 2.6. Every person affected by this policy has the right to a copy of this policy and procedures and any other information as needed to clarify any point or process.
- 2.7. All parties directly affected by the appeal are kept regularly informed of the progress of the appeal, given an opportunity to respond to the findings and entitled to the decision in writing

3. Kaupapa Here | Policy Statements

3.1. Timeframe

- a) An appeal must be lodged within seven working days of appellant being advised of an appealable decision.
- b) In exceptional circumstances, and with the approval of the delegated authority, an appeal may be received later than seven working days.

3.2. Grounds for an appeal

a) To make an appeal one of the following grounds must be established:

Subject Matter	Grounds for Appeal
Appeal against an academic	Establish one of the following grounds to appeal:
complaint or academic integrity or review process decision	 a. There is new information which has a bearing on the matter, and which was previously unavailable (and could not reasonably have been made available at the time the disputed decision was made),
Appeal against a non-academic	OR
complaint decision.	b. There was a flaw in the process relating to the decision the ākonga seeks to appeal.
Appeal against a Postgraduate	
Research and Scholarships	
Committee decision.	
Appeal against an ākonga	a. That the procedure used for investigating or resolving the Prohibited
breach of discipline decision	Conduct was unfair or biased, OR
	b.That the decision of the Investigator could not reasonably be sustained on the evidence, OR



Subject Matter	Grounds for Appeal
	c. That significant new evidence which was not previously available has
	become available since the investigation which could have a material
	effect on the decision made or the penalty imposed, OR
	d.That the disciplinary action/s taken were out of proportion to the
	nature of the breach of discipline and the full circumstances of the
	case.

3.3. Advocacy and Support

- a) In making an appeal, the ākonga:
 - i. Should seek support from the business division Ākonga Support teams or independent advocates for all steps in the process.
 - ii. Must complete a Notice of Appeal form (refer Appendix 1 of this policy).
- 3.4. Receipt of Appeal
 - a) When the Notice of Appeal is received, the appeal will be registered on the Ākonga Appeals Register and the grounds for appeal assessed by a delegated Appeals Panel member.
 - b) Where the grounds for appeal have been satisfied
 - i. the Notice of Appeal is acknowledged by the Appeals Officer within three working days including advice on the next steps in the process.
 - ii. This formal acknowledgement of receipt of the Notice of Appeal is sent to the appellant and any support person/s and/or advocate noted in the Notice of Appeal and will include advice on the next steps in the process.
 - c) Where the grounds for appeal have not been satisfied, the appellant and any support person/s and/or advocate are notified of the decision and reasons within ten working days.
- 3.5. Convening Appeal Panel
 - a) Appeals relating to academic matters may be considered by the relevant academic committee, e.g., a programme committee, or an Appeals Panel.
 - b) Appeals relating to non-academic matters or breaches of discipline are considered by an Appeals Panel.
 - c) The Appeals Panel is established by the relevant business division and consists of kaimahi with knowledge and experience of appeals processes. Membership is determined by the nature of the decision being appealed and the cultural, disability, or other needs of the appellant.
 - d) The membership of each Appeals Panel must also consider any Professional or Regulatory Body representation requirements.
 - e) The Appeals Panel decides who amongst them will Chair the appeal Inquiry.
- 3.6. The Appeal Inquiry
 - a) The Appeal Inquiry is conducted following the process set out in Appendix 2 of this policy.
- 3.7. The Appeal Decision
 - a) The Chair of the Appeals Panel informs the appellant and their support person/s and/or advocate in writing, within five working days from the Panel Inquiry of the Appeals Panel's decision. The decision will also inform the appellant of their right to further appeal.
- 3.8. Right to Further Appeal
 - a) Appellants have the right to further appeal the Appeal Panel's decision to Te Ohu Whakahaere Appeals, a subcommittee of Te Poari Akoranga-, Te Pūkenga Academic Board.



- b) Appellants apply in writing to the Chair of Te Ohu Whakahaere Appeals within seven working days of receiving the Appeals Panel's decision. A copy of the Appeals Panel's decision and support evidence is attached, and the appeal submitted to the Appeals Officer.
- c) Te Ohu Whakahaere-Appeals Officer refers the appeal to the Chair of the Ohu Whakahaere Appeals who reviews the appeal and decides on the appropriate procedure to deal with the appeal, including whether to hold an Inquiry or not.
- d) Te Ohu Whakahaere Appeals Officer acknowledges receipt of the appeal and advises the appellant of the procedure and/or timeframe within five working days of receiving the appeal from the appellant.
- e) If a Inquiry is required, it will be held as soon as is practicable and the appellant has the right to attend, to make submissions, and be supported by a support person/s and/or advocate.
- f) The Chair of Te Ohu Whakahaere Appeals informs the appellant and their support person/s and/or advocate in writing of Te Ohu Whakahaere Appeals' decision as soon as is practicable. If a Inquiry is held, the decision will be released within five working days of the Panel Inquiry.
- g) The decision of Te Ohu Whakahaere Appeals is final. There is no further internal appeal process available. The decision document informs the appellant of their right to refer the matter to an external organisation such as the Human Rights Commission, the Ombudsman Office, or NZQA.
- 3.9. Documentation, records, and reporting
 - a) The delegated committee receives a summary of appeals and the outcomes four times a year.
 - b) Institutional improvements or corrective actions identified as part of the appeal's Inquiry or process will be added to the business division's Continuous Quality Improvement plan and reported to Te Ohu Whakahaere Quality.

Role	Responsibilities
Appellant (Ākonga)	Attend Inquiry (if required) Participate in good faith Provide any further information required by the Appeals Panel
Advocate	Work with appellant to ensure culturally appropriate format for Inquiry. Read all documentation prior to the Inquiry. Offer guidance to appellant throughout all stages of the appeal
Chair of Appeals Panel	Establish date, time, venue, and format, including culturally appropriate approaches, of Appeals Panel Inquiry Determine appropriate members of Appeals Panel Chair the panel Communicate outcome of appeal to all parties within a specified timeframe
Appeals Panel	Be available to determine whether grounds of appeal are sufficient to proceed Receive and read all documentation related to the appeal Make any subsequent improvements/quality recommendations to appropriate departments
Appeals Officer or delegated function within business division	Receive the Notice of Appeal Log the appeal on the Appeals Register Forward the Notice of Appeal to the delegated Appeals Panel member to determine whether grounds of appeal are sufficient to proceed to an Inquiry. Notify all parities of date, time, venue, and format of Inquiry.

4. Ngā Haepapa | Responsibilities



Role	Responsibilities
	Receive Appeal of the Decision and liaise with and forward all documentation to the Ohu Whakahaere Appeals secretary Manage documentation and reporting
Appeals Co-ordinator or delegated function within business division	Collate all documentation for the Panel Inquiry, including the original decision document on which the appeal is based. Provide additional documentation required by the Panel Attend and minute the Inquiry

5. Ngā Tikanga | Definitions

Term	Definition
Appeal	A request to review a decision, made by Te Pūkenga, that relates to or impacts on an ākonga
Appealable decision	A decision made in response to a review process or complaint or disciplinary matter
Appellant	Ākonga who has submitted an appeal of any appealable decision, action, or omission made by Te Pūkenga.
Advocate	The person who assists the ākonga by being present and guiding them through the process. The role will normally include observing that the process is followed, and/or advising the ākonga regarding process and option.
	An Advocate will be an Ākonga Advocate, Ākonga Advisor, or their nominee; or any person nominated by the student.

6. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Ngā Kaupapa-Here e Hāngai ana Related policies Business Division Code of Conduct, Learner Statute, and Breach of Discipline procedures Te Kawa Maiorooro Te Pūkenga Concerns and Complaints Policy Te Pae Māhutonga (Wellness Framework)
Code of Practice for the Pastoral Care of Tertiary and International Learners
Ngā Tukanga me ngā Hātepe Processes, procedures Business division concerns and complaints procedures
Ture whai take Relevant legislation
Bill of Rights Act 1990
Human Rights Act 1993
Privacy Act 2020



Appendix 1: Notice of Appeal [online form]

Name	
Ākonga ID number	
Email address	
Phone	
Address	
Preferred Contact Method	
(Email, phone, mobile, other)	
Programme of Study or Qualification	
Te Pūkenga Business Division	
Describe the details of your Appeal	
Identify the grounds on which you are making this appeal	
Please describe how you have already tried to resolve this appeal	
Please describe how you think your appeal can be resolved (outcome sought)	
Identify the support person/s and/or advocate assisting you in making this appeal	
(Name and contact details)	
Identify any other person/s assisting you	
(Name and contact details)	
Documentation (uploaded)	



Appendix 2: The Appeal Inquiry

The nominated Chair for each Appeals Inquiry will:

- Establish a date, time, venue, and format for the Inquiry which is convenient for all parties and within seven working days of receipt of Notice of Appeal. Any timeframe over the seven working days to be notified to all parties.
- Inform the ākonga of their rights to appear at the Inquiry, being supported by their chosen support
 person/s, use an advocate to speak on their behalf, request an interpreter, and to request Māori or
 other representation at the Inquiry. The ākonga may also choose not to appear as all
 documentation/evidence material has been provided.
- Ensure all parties have the same documentation at the Inquiry. This includes the Notice of Appeal and accompanying documentation and the appealable decision under appeal.
- Additional material may be provided at the Inquiry if all parties are given a reasonable opportunity to consider the material and there is an agreement in the panel to allow additional material not previously available.
- The Inquiry is an open and consultative event attended by all parties to hear each other's explanations.
- If agreement/consensus is reached by all parties at any stage in the Inquiry, the Inquiry may be vacated.
- Determine the order of the proceedings and time limits for each participant's speaking at the Inquiry.
- Provide for all members of the Panel to ask relevant questions, including the background to and reasons for the Appealable decision.
- At the time of the deliberation, all parties not on the Inquiry Panel, be asked to leave the meeting.
- Ask all the Panel members to consider all evidence and make decision.
- Invite all other parties back into the Panel Inquiry to be informed of the decision with no further recourse to discussion or questions.
- Advise the ākonga of the next steps in the process.



Kaupapa-here | Continuous Quality Improvement Policy

Mō wai me te whānuitanga | Audience and scope

This national policy applies to:

- a) all of Te Pūkenga, including policies, processes, systems and practices at governance, leadership, and operational levels of the organisation; and
- b) Ohu Kaitiaki, which extends to all those operating at a governance level, including Council members and members of Council's advisory committees.

Mokamoka whakaaetanga | Approval details

Version number	24.1	Issue date	1 January 2023
Approval authority	Te Poari Akoranga	Date of approval	
Policy sponsor (has	– Pounuku Tiriti	Policy owner	DCE Academic Centre
authority to make	 Ako Excellence 		and Learning Systems
minor amendments)	Director		
Category	Academic	Date of next review	November 2024
Contact person	Ako Excellence Director		

Ngā whakatikatika | Amendment history

Version	Effective date	Created/reviewed by	Reason for review/comment
23.1	1 January 2023	Partnership & Equity and	First published
		Academic Delivery &	
		Innovation	
23.2	21 March 2023	Academic Centre & Learning	Correction of reference in clause 2.1
		Systems	
24.1	3 April 2024	Te Pūkenga Quality	Annual Review



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Te Pūkenga Continuous Quality Improvement Policy V24.1



Kaupapa-here | Continuous Quality Improvement Policy

1. Pūtake | Purpose

A fundamental proposition of Te Pae Tawhiti and Te Pūkenga is inclusivity and equity for Māori. The purpose of this policy is to support employees to engage in continuous quality improvement and enable practices that embed the principles of Te Pae Tawhiti, Te Tiriti o Waitangi Excellence Framework.

2. Ngā Mātāpono | Principles

2.1. The following principles are designed to guide all Te Pūkenga employees in how to engage in continuous quality improvement that embeds the principles of Te Pae Tawhiti self-reflective practice, i.e., Te Tiriti excellence. It is expected that employees of Te Pūkenga will consider these principles and be accountable for them in the design, development and delivery of their work as outlined in section 3 below.

2.2. Māori learners at the forefront

To enable inclusivity and equity, Māori must be able to see themselves in everything Te Pūkenga does. Work must demonstrate how outcomes for Māori as a priority stakeholder will be realised.

2.3. Systems approach

A systems approach to improvement must be holistic and integrated if it is to address inequities and inequitable outcomes for Māori. Te Pūkenga will ensure the intent of Te Tiriti o Waitangi excellence is embedded within policies, processes, systems, and practices to ultimately improve outcomes for Māori.

2.4. Improvement is continuous and evaluative

Continuous quality improvement is an evaluative process. To be authentic and effective Te Pūkenga requires an organisational culture where critically reflecting on these principles and what it means for the work we do is embedded across all functions; where quality is defined and co-designed with Māori stakeholders; and where utilising credible data and evidence that reflects Māori world views is valued as core business.

2.5. Embedding Te Tiriti o Waitangi excellence

Te Pūkenga values meaningful partnerships with hapū and iwi, equitable participation for Māori, protection of Mātauranga Māori and realising potential (i.e., supporting whānau, hapū and iwi aspirations for their learners).

2.6. Focusing on performance

Performance and success will be measured by how well Te Pūkenga performs for Māori as a Crown entity. Te Pūkenga must demonstrate a contribution to transforming and accelerating outcomes for Māori learners, and systems must be in place to know how well we are meeting our obligations and commitments to learners traditionally under-served by the education system.

3. Ngā Haepapa | Responsibilities

Role	Responsibilities
Governance	Provides effective governance that supports high performance and continuous quality
	improvement across Te Pūkenga

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Role	Responsibilities
	 Receives summary continuous quality improvement reports on Te Pūkenga frameworks and from Ako Networks and Business Support Units Conducts annual continuous quality improvement evaluation of own activities
Executive Leadership	 Provides effective leadership and management that requires and supports high performance and continuous quality improvement across Te Pūkenga Sets strategic expectations and priorities for continuous quality improvement Ensures strategic and operational decisions are informed by continuous quality improvement activities and actions Conducts annual continuous quality improvement evaluation of own activities
Senior Directors	 Fosters environment of high performance and continuous quality improvement in the units /networks for which they have responsibility Actively identifies, implements, and evaluates opportunities for improvement Conducts annual continuous quality improvement review of units / networks for which they have responsibility
Regional Managers/ Discipline Leads	 Fosters environment of high performance and continuous quality improvement in their region/discipline Actively identifies and implements opportunities for improvement aligned with strategic expectations and priorities Conducts annual continuous quality improvement review of their region/discipline
Heads of Programme/ Delivery	 Fosters team environment of high performance and continuous quality improvement Implements opportunities for improvement aligned with strategic expectations and priorities Conducts annual continuous quality improvement review of their programme/delivery
All employees	 Participate in continuous quality improvement activities and integrate opportunities for enhanced performance and improvement in their mahi Support and contribute to annual continuous quality improvement review of their programme/delivery/unit mahi
Quality	 Monitors and reviews the effectiveness of organisational performance and continuous quality improvement activities and reporting across Te Pūkenga Supports an environment of continuous quality improvement across Te Pūkenga

4. Ngā Tikanga | Definitions

Term	Definition
Accountability	Accountability is about having clarity of purpose and direction and being clear how
	Māori will benefit from the work Te Pūkenga does and how we know. Te Pūkenga will
	therefore provide transparent, timely, relevant, and purposeful reporting to its
	stakeholders that accentuates experiences and outcomes for Māori.
Continuous quality	Continuous quality improvement (CQI) is an evaluative quality management approach
improvement	based on the idea that most processes can be improved and made more efficient. In
	the context of Te Pūkenga, Te Pae Tawhiti CQI provides an approach to embedding the
	intent and principles of Te Pae Tawhiti / Te Tiriti o Waitangi excellence into everything
	Te Pūkenga does – intentionally, continuously and effectively.
Data and evidence	Quality (credible, robust, timely) data (quantitative and qualitative) is needed to inform
	critical reflection, robust decision-making and accountability. Data, insights and
	evidence used to inform decisions and improvements must reflect the voice and
	aspirations of Māori stakeholders, including hapū and iwi.

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Term	Definition
Quality	Quality is dynamic and subjective; what is quality in one context for one stakeholder or stakeholder group could look and feel quite different in another. Te Pūkenga will ensure that quality systems, processes and procedures reflect CQI principles. Te Pūkenga employees will critically reflect on the worldviews and narratives being
	privileged (or not) when determining quality in the work we do.

5. Ngā Hononga ki Tuhinga kē | Links to Other Documents

Ngā Kaupapa-Here e Hāngai ana Related policiesTe Pūkenga Outcomes FrameworkTe Pae Tawhiti, Te Tiriti o Waitangi Excellence FrameworkTe Pae Tawhiti insights reports into Te Tiriti o Waitangi and Māori equity practicesEquity integration framework and strategyTe Rito Outcomes Framework & Action PlanEquity and Ākonga Success StrategyMāori Cultural Capability ToolWhiria te AkoTe Pae Māhutonga (Wellness Framework)Code of Practice for the Pastoral Care of Tertiary and International Learners
Ngā Tukanga me ngā Hātepe Processes, procedures Te Hono o Te Kahurangi (NZQA) Manu Kōkiri (Te Taumata Aronui) Te Rito insights report (tauira voice)
Ture whai take Relevant legislation Te Pūkenga Charter (Education and Training Act 2020, Schedule 13) Te Tiriti o Waitangi The Treaty of Waitangi

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Karakia whakakapi

Tēnā tātou here are some useful phrases you can use to introduce closing karakia next time you are asked to lead it.

Māku e whakakapi te wānanga nei. I will conclude our shared space.

Kia whakakapia te wānanga nei ki te karakia.

May our shared space be concluded with karakia.

Kua pau tonu te wā, nā reira māku e whakakapi te wānanga nei ki te karakia.

We're just about out of time, therefore I will conclude our shared space with karakia.

Karakia whakakapi Closing incantation

Puritia, puritia ngā kōrero o te wānanga puritia Kia ū, kia mau puritia kia ita Unuhia, unuhia atu rā Te tapu o te kāhui o ngā ariki mauria atu rā ko te kahu ora o Rongo he rongo taketake he rongo mau tonu ka whakamau kia tina, Tīna! (everybody) Hui e, Tāiki e!

Hold fast, hold firmly the words of the academy cement them firmly fixed in the mind. Release ourselves of the decorum of formality let us take up the life giving cloak of Rongo the permanence of peace and harmony and bind it firmly, Firmly!

Our values

Manawa nui We reach out and welcome in

Manawa roa We learn and achieve together

Manawa ora We strengthen and grow the whole person

